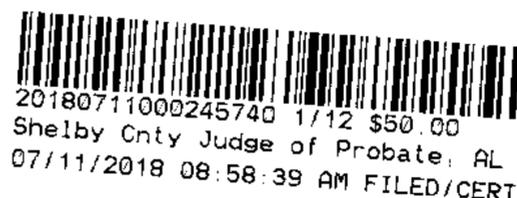


Prepared by:

Law Office of Richard T. Donato, P.A.
7700 Davie Road Extension
Hollywood, Florida 33024



Return to:

Steve Wilson
Florida Business Development Corporation d/b/a Alabama Small Business Capital
7270 N.W. 12 Street, PH-6
Miami, Florida 33126

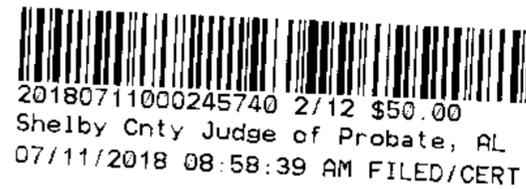
SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is entered into this 24th day of May, 2018 by and among Anthony L. Brown and Yoko C. Brown, whose address is 1321 7th Street S.W., Alabaster, Alabama 35007 (the "Borrower"), Central State Bank, whose address is P.O. Box 180, Calera, Alabama 35040 (the "New Lender"), the U.S. Small Business Administration, an agency of the United States Government, whose address is Commercial Loan Servicing Center, 2120 Riverfront Drive, Suite 100, Little Rock, Arkansas 72202 (the "SBA"), and Florida Business Development Corporation d/b/a Alabama Small Business Capital, a Florida corporation and certified development company, whose address is 7270 N.W. 12 Street, PH-6, Miami, Florida 33126 ("the CDC").

WHEREAS, Commonwealth National Bank made a loan to Borrower as evidenced by that certain Promissory Note dated November 7, 2011 in the original principal amount of Two Hundred Eighty-eight Thousand Eight Hundred Eighty-eight and 00/100 Dollars (\$288,888.00) (the "Original Loan"); as effected by that certain Amendment to Promissory Note dated September 2012; as effected by that certain Promissory Note dated December 7, 2012; and secured by that certain Mortgage, Assignment of Rents and Leases, and Security Agreement (the "Original Mortgage") dated November 7, 2011 and recorded on December 2, 2011 in Instrument Number: 20111202000364050; together with a Third Party Lender Agreement recorded on November 7, 2011 in Instrument Number: 20121218000482420; all in the Official Records in the Probate Office of Shelby County, Alabama; together with a UCC-1 Financing Statement filed on November 30, 2011, Number: B 11-0596896 FS, State of Alabama; and

WHEREAS, CDC made a loan to Borrower, Loan Number CDC-AL-48782850-01 (the "504 Loan"), as evidenced by that certain promissory note dated November 7, 2011 in the original principal amount of One Hundred Forty-one Thousand and 00/100 (\$141,000.00) (the "504 Note"); and

WHEREAS, the 504 Note was subsequently assigned by CDC to SBA, SBA is the present holder of the 504 Note, and CDC services the 504 Loan for SBA; and



WHEREAS, Borrower as mortgagor executed a Mortgage dated November 7, 2011 and recorded on December 2, 2011 in Instrument Number: 20111202000364060 (the "504 Mortgage") to CDC to secure the 504 Note; as amended by that certain First Modification of Mortgage dated November 7, 2011 conveying certain real property as more particularly set forth in the attached Exhibit "A" (the "Property"); together with a UCC-1 Financing Statement filed on November 30, 2011, Number: B 11-0596906 FS, State of Alabama (the "504 Financing Statement"); and

WHEREAS, Borrower also executed an Assignment of Leases and Rents (the "504 Conditional Assignment") dated November 7, 2011 to secure payment of the 504 Note, said 504 Conditional Assignment having been recorded in the aforesaid land records on December 2, 2011 in Instrument Number: 20111202000364070; and

WHEREAS, the 504 Mortgage and the 504 Conditional Assignment was subsequently assigned by CDC to SBA by that certain Assignment of Mortgage and Assignment of Leases and Rents (the "504 Assignment") dated December 14, 2012 and recorded on December 21, 2021 in Instrument Number: 20121221000489310; and

WHEREAS, Borrower now desires to refinance and pay off the Original Lender Loan by borrowing from New Lender the principal sum One Hundred Thirty-six Thousand Six Hundred Twenty-two Dollars and 06/100 (\$136,622.06) (the "New Lender Loan") to be evidenced by a promissory note made by Borrower to New Lender (the "New Lender Note") and secured by the lien of a mortgage from Borrower in favor of New Lender (the "New Lender Mortgage"), the assignment of leases and rents (the "New Lender Assignment"), and the Fixture Financing Statement (the "New Lender Financing Statement") on the Property superior to the liens of the 504 Mortgage, 504 Assignment and 504 Conditional Assignment in favor of SBA; and

WHEREAS, SBA has agreed to subordinate the liens of the 504 Mortgage, 504 Financing Statement, 504 Assignment, and 504 Conditional Assignment to the lien of the New Lender Mortgage and New Lender Assignment and New Lender Financing Statement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMOUNT OF NEW LENDER LOAN.** Borrower and New Lender represent that the New Lender Loan to which SBA is hereby subordinating its liens will be in the original principal amount One Hundred Thirty-six Thousand Six Hundred Twenty-two Dollars and 06/100 (\$136,622.06) and will not exceed that principal amount, but will include without limitation all interest, costs, sums paid for the purpose of protecting the rights of New Lender in any collateral securing the New Lender Loan, and all other amounts paid in connection with the New Lender Note or the New Lender Mortgage. Except for liens arising from advances under the New Lender Mortgage intended to preserve the Property and made pursuant to the New Lender Mortgage, any lien securing any other sum advanced to Borrower by New Lender, and any prepayment penalties,



late fees or escalated default interest will be subordinate to the liens of the 504 Mortgage, 504 Assignment and 504 Conditional Assignment and 504 Assignment of Leases.

2. **COMPLIANCE WITH 504 LOAN PROGRAM REQUIREMENTS.** New Lender confirms that the promissory note and all other documents executed in connection with the New Lender Loan (a) evidence a loan that does not exceed the principal amount permitted by the Authorization for Debenture Guarantee (SBA 504 Loan) issued by SBA to CDC to assist Borrower, as amended, (b) have no open-ended features and allow only future advances for the reasonable costs of collection, maintenance and protection of the New Lender's lien thereunder, (c) are not cross-collateralized with any other financing now or hereafter to be provided by New Lender, (d) have no early call features, (e) are not payable on demand unless the New Lender Loan is in default, (f) have a maturity date of and do not require a balloon payment prior to, _____ day of _____, 20__ , (g) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA, and (h) do not establish a preference in favor of the New Lender as compared to CDC or SBA other than the New Lender's senior lien position. The New Lender agrees that if the promissory note or any other document executed in connection with the New Lender Loan or any provision therein does not comply with these requirements, then the New Lender waives its right to enforce any such noncomplying document or provision unless the New Lender has obtained the prior written consent of CDC and/or SBA permitting such enforcement.

3. **SUBORDINATION OF DEFAULT CHARGES.** "Default Charges" mean any prepayment penalties, fees, or charges incurred in prepaying the New Lender Loan, in whole or in part, prior to the stated maturity; any late fees or charges due in connection with the New Lender Loan; any escalated, increased, or default interest charged in excess of the rate of interest in the New Lender's note absent a default, event of default, or other delinquency; and any other default charges, penalties, or fees of any nature whatsoever due because of a default, event of default, or other delinquency in connection with the New Lender Loan. New Lender hereby subordinates the collection of any Default Charges to the collection by CDC and/or SBA of the 504 Loan and, to the extent that New Lender's loan documents executed in connection with the New Lender Loan secure any Default Charges, New Lender hereby subordinates such lien(s) to the lien(s) securing the 504 Loan.

4. **SUBORDINATION OF SWAP AGREEMENT COSTS TO SBA LOAN.** If the New Lender's loan documents executed in connection with the New Lender Loan contain a swap component or hedging contract ("Swap Agreement"), all costs associated with the Swap Agreement, (which may be termed swap fees, termination fees, default fees), or other related fees, shall be subordinate to the amounts secured by SBA's Security Instrument.

5. **ACKNOWLEDGMENT OF CONSIDERATION.** Borrower hereby represents and acknowledges to SBA, CDC and New Lender that Borrower will benefit as a result of the New Lender Loan from New Lender to Borrower.


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6. **SUBORDINATION.** SBA and CDC hereby subordinate the liens of the 504 Mortgage in, on and against the Property and the 504 Financing Statement and the 504 Assignment and 504 Conditional Assignment to the lien of the New Lender Mortgage, the New Lender Assignment and the New Lender Financing Statement. Except as set forth herein, all other terms and conditions of the 504 Loan and any documents executed in connection with the 504 Loan are to, and remain and continue unchanged by this Subordination Agreement.

7. **PAYOFF OF ORIGINAL LENDER LOAN.** Following the making of the New Lender Loan, New Lender and Borrower will cause payment of the Original Lender Loan and the release of any liens securing the Original Loan, including without limitation any liens against the Property, and will provide proof of same to CDC and SBA.

8. **DEFAULT BY BORROWER AND NOTICE TO CDC AND SBA.** If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. If an event of default occurs under the New Lender Mortgage or any document evidencing the New Lender Loan upon which New Lender intends to act, New Lender will give CDC and SBA written notice of the event of default within 30 days after the occurrence of the event of default. After an event of default, New Lender will not sell all or any portion of the Property without giving CDC and SBA at least 60 days' prior written notice of its intent to sell the Property or any portion thereof. SBA, in making a protective bid at a foreclosure sale or in curing a default under the New Lender Loan, may use checks drawn on the U.S. Treasury.

9. **DURATION AND TERMINATION.** This Agreement will take effect when executed by all parties hereto, and will remain in full force and effect until the earlier to occur of (a) payment in full of the 504 Loan or (b) payment in full of the New Lender Loan. This Agreement, if recorded, will be released automatically upon the earlier to occur of (i) release of the 504 Mortgage or (ii) release of the New Lender Mortgage.

10. **LIQUIDATION.** In the event that either the New Lender Loan or the 504 Loan is declared in default, New Lender and CDC and SBA agree to cooperate in liquidating and/or selling all Collateral. In the event of a short sale, any sales or broker's commissions above 4% must be approved by the CDC or SBA. New Lender agrees (a) to accept a U.S. Treasury check(s) in connection with any purchase of the New Lender's Note or any foreclosure or liquidation bid by CDC or SBA; (b) to provide CDC and SBA with the loan payment status, loan payment history, and an itemized payoff statement of the New Lender Loan upon written request; (c) to provide CDC and SBA with copies of any appraisals, environmental investigations, or title examinations or searches of all Collateral conducted by or for New Lender upon written request; and (d) to provide any other information about Borrower or the New Lender Loan requested by CDC and SBA in writing.


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11. **MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Agreement:

a. **Applicable Law and Jury Trial.** The parties expressly agree that this Agreement, and any issues concerning its execution, validity, performance and construction, shall be governed by the laws of Alabama, except that when SBA is the holder of the 504 Note, federal law governs. THE PARTIES HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY OR PARTIES WITH RESPECT TO CLAIMS ARISING OUT OF THIS AGREEMENT.

b. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective personal representatives, successors, and assigns. The covenants of Borrower, SBA and CDC respecting subordination of the liens securing the 504 Loan in favor of liens securing the New Lender Loan shall extend to, include, and be enforceable by any transferee or endorsee to whom New Lender may transfer any or all of the New Lender Loan.

c. **Entire Agreement.** This Agreement (including any exhibits, attachments, schedules, tables or other documents incorporated herein) contains the entire understanding of the parties concerning the subject matter hereof and there are no other understandings or agreements between the parties with respect thereto other than this Agreement. This Agreement supersedes all prior or contemporaneous understandings, agreements, representations, promises or statements, whether written or oral, between the parties on the subject matter hereof, and all such prior or contemporaneous understandings, agreements, representations, promises or statements, whether written or oral, are of no effect except as may be provided in this Agreement.

d. **Severability.** In the event that a court of competent jurisdiction finds any provision(s) of this Agreement invalid, illegal or unenforceable as applied to any circumstance, the remaining provisions of this Agreement, and the same provision(s) as applied to other circumstances, shall be unimpaired and remain in full force and effect.

e. **Notices.** Any notice required or permitted to be given under this Agreement shall be sufficient if (a) in writing and (b) either (1) personally delivered or (2) sent by certified or registered mail, return receipt requested and postage prepaid, or (3) sent by overnight U.S. Express mail or overnight letter (commercial courier), to the party's address as first set forth above. Any notice required or permitted to be given under this Agreement shall be deemed effective upon receipt or refusal to accept receipt. Notice of any change in address shall be given as set forth in this Section.



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f. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

g. **Authority.** Each party hereby represents and warrants that its entry into and its performance of its obligations under this Agreement are fully authorized and that all requisite corporate actions therefor have been taken by it, and the person signing this Agreement below on such party's behalf represents and warrants that he or she is fully authorized to do so.

IN WITNESS WHEREOF, the parties have affixed their signatures hereto and the U.S. Small Business Administration has caused this document to be executed by authority published in the Federal Register.

[SIGNATURE PAGES TO FOLLOW /REMAINDER OF PAGE INTENTIONALLY BLANK]

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BORROWER:
Anthony L. Brown

Megan Green
Witness

By: Anthony L. Brown
Anthony L. Brown, Individually

Megan Green
Printed Name of Witness

STATE OF ALABAMA
COUNTY OF Shelby

I, the undersigned, a notary public in and for said county in said state, hereby certify that **Anthony L. Brown**, whose name is signed to the foregoing instrument and who is personally known to me or has produced DRIVERS LICENSE as identification, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily.

Given under my hand this 30 day of May, 2018.

Rachel K Hull
Notary Public/State of Alabama
My Commission Expires: _____

My Commission expires Dec. 16, 2020

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BORROWER:
Yoko C. Brown

Megan Green
Witness

Megan Green
Printed Name of Witness

By: Yoko C. Brown
Yoko C. Brown, Individually

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a notary public in and for said county in said state, hereby certify that **Yoko C. Brown**, whose name is signed to the foregoing instrument and who is personally known to me or has produced DRIVERS LICENSE as identification, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily.

Given under my hand this 30 day of May, 2018.

Kathleen K. Hill
Notary Public/State of Alabama
My Commission Expires: _____

My Commission expires Dec. 16, 2020

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LENDER:
Central State Bank

Megan Green
Witness
Megan Green
Printed Name of Witness

By: Susan A. Waits
Its: AVP. Under

STATE OF ALABAMA
COUNTY OF Shelby

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgments, personally appeared Susan A Waits, to me known to be the Lender of Central State Bank, and he/she acknowledged to and before me that he/she executed said instrument on behalf of Central State Bank for the purposes therein contained. He/She is personally known to me or has produced DRIVERS LICENSE as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of May, 2018.

Rachel K Dull
Notary Public/State of Alabama

My Commission expires Dec. 16, 2020



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Javier Gonzalez

Witness

JAVIER GONZALEZ

Printed Name of Witness

Jan Massa

Witness

Jan Massa

Printed Name of Witness

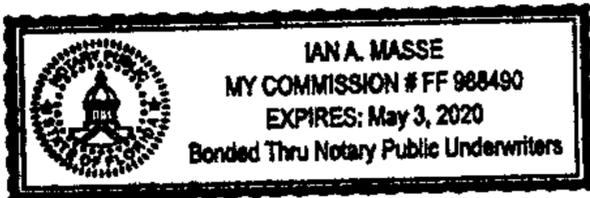
**CDC:
FLORIDA BUSINESS DEVELOPMENT
CORPORATION**

By: Steve Wilson
Steve Wilson, Assistant Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority duly authorized to take oaths and acknowledgments, personally appeared Steve Wilson as duly authorized Assistant Vice President of Florida Business Development Corporation d/b/a Alabama Small Business Capital, to me known and he acknowledged to and before me that he executed said instrument on behalf of Florida Business Development Corporation d/b/a Alabama Small Business Capital for the purposes therein contained. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 21st
day of May, 2018.



Jan Massa

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U.S. SMALL BUSINESS ADMINISTRATION

[Signature]
Witness
Stittel
Printed Name of Witness

By: [Signature]
Its: DIRECTOR - LRO/SC
Commercial Loan Servicing Center - LR

STATE OF ARKANSAS
COUNTY OF PULASKI

BEFORE ME, the undersigned authority, on this day personally appeared NIQUE CARRINGTON, DIRECTOR, Commercial Loan Servicing Center of the Small Business Administration, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed and in the capacity therein sated as the act and deed of the Small Business Administration.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of MAY, 2018.

My commission expires 04-27-2025.

[Signature]
Notary Public in and for
PULASKI County, State of Arkansas




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EXHIBIT "A"

Lot 25-A, according to the Resurvey of Lots 25 and 27, of Siluria Mills, as recorded in Map Book 41, Page 76, in the Probate Office of Shelby County, Alabama.