

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
Richard P. Newman/klo  
McLin & Burnsed P.A.  
26736 U.S. Highway 27, Suite 202  
Leesburg, FL 34748

**SUBORDINATION, NON-DISTURBANCE,  
AND ATTORNMENT AGREEMENT**

THIS SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_ day of May, 2021, by and among **CITIZENS FIRST BANK** ("Lender"), whose address is 1050 Lake Sumter Landing, The Villages, FL 32162, and **1300 CITIZENS BLVD, LLC, a Florida limited liability company** ("Landlord"), whose address is 35 Nutmeg Drive, Suite M275, Trumbull, CT 06611, and **LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION, a metropolitan planning organization created under Section 339.175, Florida Statutes**, ("Tenant"), whose address is 1300 Citizens Boulevard, Suite 175, Leesburg, FL 34748.

**PART A. BACKGROUND AND PURPOSE**

Section 1. **BACKGROUND**. By that certain lease, with Landlord or Landlord's predecessors in interest (the "Lease"), Tenant leased certain premises located in LAKE County, Florida, as described in the Lease, which premises are located at 1300 Citizens Boulevard, Suite 175, Leesburg, FL 34748, on that land described in Exhibit "A" attached hereto incorporated herein. Landlord has conveyed, mortgaged and encumbered the land, rents, leases and improvements containing Tenant's premises to Lender by a Mortgage and Security Agreement and other security documents (collectively the "Mortgage") to secure repayment of loans in the aggregate amount of \$2,618,750.00 from Lender to Landlord and performance of such other obligations as are or may be provided therein. The property encumbered by the Mortgage is herein called the "Property". Landlord's interest in the Lease has been assigned to Lender as additional security for Landlord's obligations under the Mortgage.

Section 2. **PURPOSE**. The parties wish to provide for the subordination of the Lease to the lien of the Mortgage, the non-disturbance of Tenant's possession under the Lease if Lender pursues any remedy provided by the Mortgage, Tenant's attornment to Lender, and certain other matters, all as set forth in this Agreement. Among other things, the mutual covenants contained in this Agreement constitute the consideration for the parties' respective obligations set forth in this Agreement.

## PART B. GENERAL COVENANTS

Section 3. SUBORDINATION. The Lease, including any and all amendments, modifications, replacements, substitutions, extensions, and renewals, and all other right, title, and interest of Tenant in and to the Property whether now existing or hereafter acquired, is hereby and will continuously remain subordinate, subject, and inferior to all of the following: (i) the lien of the Mortgage; (ii) all terms and provisions of the Mortgage; (iii) all sums now or hereafter secured by the Mortgage; (iv) all rights, remedies, powers, privileges, and immunities provided by the Mortgage, or any combination, or otherwise available to the holder of the Mortgage at law or in equity; and (v) to any and all extensions, renewals, replacements, modifications, additions, substitutions, or consolidations of the Mortgage, or any combination, irrespective of amount, term, or other provisions.

Section 4. RENTS. Landlord and Tenant jointly and severally agree that the Mortgage provides for the direct payment to Lender of all rents and other monies due and to become due to Landlord under the Lease, upon the occurrence of certain conditions as set forth in the Mortgage, without Lender's taking possession of the Property or otherwise assuming Landlord's position, or any of Landlord's obligations, under the Lease. Upon receipt from Lender of written notice to pay all such rents and other monies to or at the direction of Lender, Landlord authorizes and directs Tenant thereafter to make all such payments to or at the direction of Lender, releases Tenant of any and all liability to Landlord for any and all payments so made, and will defend, indemnify, and hold Tenant harmless of and from any and all claims, demands, losses, or liabilities asserted by, through, or under Landlord (except by Lender) for any and all payments so made. Upon receipt of such notice, Tenant thereafter will pay all monies then due and to become due from Tenant under the Lease to or at the direction of Lender, notwithstanding any provision of the Lease to the contrary. Tenant agrees that neither Lender's demanding or receiving any such payments, nor Lender's exercising any other right, remedy, privilege, power, or immunity granted by the Mortgage, will operate to impose any liability upon Lender for performance of any obligation of Landlord under the Lease unless and until Lender elects otherwise in writing. Such payments will continue until Lender directs Tenant otherwise in writing. The provisions of this Section will apply from time to time throughout the term of the Lease.

Section 5. CURE. If Tenant becomes entitled to terminate the Lease because of any default by Landlord, then Tenant, as a condition precedent to such termination, shall give Lender written notice specifying Landlord's default(s) and Tenant's election to terminate the Lease. Lender then will have the right, but not the obligation, to cure the specified default(s) within a period of thirty (30) days after service of such notice with respect to any default that can be cured within thirty (30) days, or if said default can not be cured within thirty (30) days, but Lender commences to cure such default within thirty (30) days after service of such notice and diligently proceeds to effect a cure, in such event the Lender shall have a reasonable period of time to cure the default. If Lender within the applicable time period elects not to cure the specified default(s), then, in any such event, Tenant may proceed to terminate the Lease without liability to Lender. If Lender does cure the specified default(s) within the applicable cure period, then the Lease will continue in force and effect notwithstanding Tenant's notice of election to terminate the Lease because of the specified default(s). Neither Lender's undertaking to cure, nor Lender's actual cure, of any and all default(s) pursuant to this Section will operate to impose any liability upon Lender

for any obligation of Landlord under the Lease, unless and until Lender elects otherwise in writing. The provisions of this Section also apply to Tenant's exercising any right, whether provided by the Lease or otherwise available at law or in equity, to offset, withhold, or abate rents or otherwise to suspend performance of Tenant's obligations under the Lease, except in connection with any casualty loss, as may be provided in the Lease.

Section 6. NON-DISTURBANCE. Lender will not, in the exercise of any right, remedy, or privilege granted by the Mortgage or otherwise available to Lender at law or in equity, disturb Tenant's possession under the Lease so long as:

- (a) Tenant is not in default under any provision of the Lease at the time Lender exercises any such right, remedy, or privilege; and
- (b) The Lease at that time is in full force and effect according to its original terms, or with such amendments or modifications as Lender shall have approved, as provided below; and
- (c) Tenant thereafter continues to fully perform all of its obligations under the Lease; and
- (d) Tenant attorns to or at the direction of Lender, as provided in the following Section.

Without limitation of the foregoing, and so long as the foregoing conditions are met, Lender agrees that (i) Tenant will not be named as a party to any foreclosure or other proceeding instituted by Lender; and (ii) any sale or other transfer of the Property, or of Landlord's interest in the Lease, pursuant to foreclosure or any voluntary conveyance or other proceeding in lieu of foreclosure, will be subject and subordinate to Tenant's possession under the Lease; and (iii) the Lease will continue in force and effect according to its original terms, or with such amendments as Lender shall have approved, as provided below.

Section 7. ATTORNMENT. Tenant will attorn to Lender, to any receiver or similar official for the Property appointed at the instance and request, or with the consent, of Lender, and to any person who acquires the Property, or the Landlord's interest in the Lease, or both, pursuant to Lender's exercise of any right, remedy, or privilege granted by the Mortgage or otherwise available at law or in equity, or by virtue of a conveyance of the Property by Landlord to a third party. Without limitation, Tenant will attorn to any person or entity that acquires the Property from Landlord or pursuant to foreclosure of the Mortgage, or by any proceeding or voluntary conveyance in lieu of such foreclosure, or from Lender, whether by sale, exchange, or otherwise. Tenant from time to time will execute and deliver at Lender's request all instruments that may be necessary or appropriate to evidence such attornment. Upon any attornment under this Section, the Lease will continue in full force and effect as a direct lease between Tenant and the person or entity to whom Tenant attorns, except that such person or entity will not be: (i) liable for any act, omission, or default of any prior landlord; or (ii) subject to any offsets, claims, or defenses that Tenant may have against any prior landlord; or (iii) bound by any rent or additional rent, or any other sum of money, that Tenant may have paid for more than one month in advance to any prior

Landlord; or (iv) bound by any amendment or modification of the Lease, or waiver of any of its provisions, made without Lender's consent, as provided in the next Section; or (v) liable for any construction obligations of Landlord to Tenant under the Lease.

Section 8. AMENDMENT. Landlord and Tenant agree that the terms of the Lease constitute a material inducement to Lender's entering into and performing this Agreement. Landlord and Tenant accordingly jointly and severally agree that they will not amend or modify the Lease, or waive the benefit of any of its material provisions, or in any way terminate or surrender the Lease except as expressly provided in the Lease, or this Agreement, or both, without Lender's prior written approval, which will not be unreasonably withheld or delayed so long as no such action will adversely affect the security intended to be provided by the Mortgage. The parties also mutually agree that there will be no merger of the Lease without Lender's prior written consent if Tenant acquires any other estate in the premises demised by the Lease. All amendments, modifications, substitutions, renewals, extensions, and replacements of the Lease will be and remain subordinated as provided in Section 3 above without the necessity of any further act of the Parties.

Section 9. STATUS OF LEASE. NO OPTION TO PURCHASE. Tenant represents for the benefit and reliance of Lender that Landlord is not now in default under any term, condition, covenant or obligation of Landlord under the Lease, that the Lease is valid and enforceable according to its terms, that there are no verbal modifications of the Lease, and that as of the date of this Agreement, Tenant has no defenses to the enforcement of the Lease in accordance with its terms. No rent has been prepaid for more than two months. The Lease does not contain an option to purchase the leased premises. All improvements, if any, required by the Landlord have been completed to Tenant's satisfaction.

Section 10. ESTOPPEL LETTERS. Whenever reasonably requested by Lender, Landlord and Tenant severally from time to time will execute and deliver to or at the direction of Lender, and without charge, a written certification of all of the following:

(a) That the Lease is unmodified and in full force and effect (or, if there have been modifications, that the Lease is in full force and effect as modified, and stating the date and nature of each modification);

(b) The date, if any, to which Rent and other sums payable under the Lease have been paid, and the amount of security deposit and prepaid rent, if any;

(c) That no notice has been received by Tenant of any default which has not been cured except as to default specified in such certificate;

(d) That Landlord is not in default under the lease except as to default specified in such certificate, nor is there now any fact or condition which, with notice or lapse of time both, will become a default;

(e) Such other matters as may be reasonably requested by Lender. Any such certificate may be relied upon by any actual or prospective purchaser, mortgagee or beneficiary under any deed or mortgage of the Property or any part thereof.

PART C. MISCELLANEOUS

Section 11. NOTICES. All notices, demands, and other communications that must or may be given or made in connection with this Agreement must be in writing and, unless receipt is expressly required, will be deemed delivered or made when mailed by registered or certified mail, return receipt requested, or by express mail, in any event with sufficient postage affixed, and addressed to the parties as follows:

TO LENDER:	CITIZENS FIRST BANK 1050 Lake Sumter Landing The Villages, FL 32162 ATTN: Brad Weber, Exec. Vice President
TO LANDLORD:	1300 CITIZENS BLVD, LLC, a Florida limited liability company 35 Nutmeg Drive, Suite M275, Trumbull, CT 06611 ATTN: Charles D. Smith, Manager
TO TENANT:	LAKE-SUMTER METROPOLITAN PLANNING ORGANIZATION Post Office Box 7800 Tavares, FL 32778 Attn: Mike Woods, Executive Director
WITH A COPY TO:	Lake County Attorney's Office Post Office Box 7800 Tavares, FL 32778

Such addresses may be changed by notice pursuant to this Section; but notice of change of address is effective only upon receipt. Landlord and Tenant jointly and severally agree that they will furnish Lender with copies of all notices relating to the Lease.

Section 11. CONSENT. Tenant agrees with Lender that, to the extent any provision of the Lease requires Tenant's consent to any act or omission of Landlord, such consent will not be unreasonably withheld or delayed if, as, and when, and for so long as, Lender holds title to, or actual possession of, the Property, or otherwise succeeds to Landlord's interest in the Lease.

Section 12. GENERAL. The provisions of this Agreement bind the respective heirs, successors, and assigns of the parties jointly and severally, and inure to the benefit of the successors and assigns of the Lender. The respective interests of Landlord and Tenant in this Agreement may be assigned or otherwise transferred only in connection with the transfer of their respective interests under the Lease; and, if the Lease imposes any restrictions upon Tenant's transfer, such restrictions are for the benefit of Lender, as well as Landlord. The provisions of this Agreement control anything to the contrary contained in the Lease as to Lender and will bind any and all subtenants of Tenant.

Section 13. GOVERNING LAW. This Agreement was negotiated in Florida, which state the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby and in all respects, including without limiting the generality of the foregoing, matters of construction, validity and performance, this Agreement and the obligations arising hereunder shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida and any applicable to contracts made and performed in such state and any applicable law of the United States of America. To the fullest extent permitted by law, Landlord and Tenant hereby unconditionally and irrevocably waive any claim to assert that the law of any other jurisdiction governs this Agreement, the Note, the Mortgage, and the other Loan Documents, and this Agreement, the Note, the Mortgage, and the other Loan Documents shall be governed by and construed in accordance with the substantive, procedural and constitutional laws of the State of Florida.

Section 14. Construction. Wherever used in this Agreement, the term "include" is always without limitation and the terms "must," "will," and "should" have the same effect as the term "shall."

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the date stated above.

Witnesses:

**LANDLORD:**

1300 CITIZENS BLVD, LLC,  
a Florida limited liability company

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
Charles D. Smith, Manager

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name of Witness)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of May, 2021, by Charles D. Smith, Manager of 1300 CITIZENS BLVD, LLC, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Witnesses:

**LENDER:**

**CITIZENS FIRST BANK**

\_\_\_\_\_  
(Signature of Witness)

By:

\_\_\_\_\_  
Brad Weber, Exec. Vice President

\_\_\_\_\_  
(Print Name of Witness)

Attest:

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
Jason McCray, First Vice President

\_\_\_\_\_  
(Print Name of Witness)

STATE OF FLORIDA  
COUNTY OF SUMTER

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of May, 2021, by Brad Weber and Jason McCray, the Executive Vice President and First Vice President, respectively, of CITIZENS FIRST BANK, on behalf of the bank. They are personally known to me or have produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Print Name: \_\_\_\_\_

Serial #: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



Witnesses:

TENANT:

LAKE-SUMTER METROPOLITAN  
PLANNING ORGANIZATION (MPO)

\_\_\_\_\_  
(Signature of Witness)

By: \_\_\_\_\_  
Josh Blake, Chairperson

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name of Witness)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of May, 2021, by Josh Blake, Chairperson for Lake-Sumter Metropolitan Planning Organization (MPO). He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: \_\_\_\_\_  
Serial #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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