

Prepared by, and after recording return to:
Patricia K. Green
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, FL 33130

NOTE TO RECORDER: THIS MORTGAGE IS GIVEN TO SECURE THE FINANCING OF HOUSING UNDER PART V OF CHAPTER 420, F.S., AND IS EXEMPT FROM TAXATION PURSUANT TO SECTION 420.513, F.S.

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage"), is delivered on April 29, 2020 by MARQUIS PARTNERS, LTD., a Florida limited partnership, whose address is 2100 Hollywood Boulevard, Hollywood, FL 33020 (the "Mortgagor"), to the CITY OF POMPANO BEACH, a Florida municipal corporation, with offices at 100 West Atlantic Boulevard, 4th Floor, Pompano Beach, FL 33060 (the "Mortgagee").

WITNESSETH, that in consideration of the premises and in order to secure the payment of the principal and any other sum payable under, pursuant to or by virtue of the Note or this Mortgage and the performance and observance of all of its provisions and of the Note, the Mortgagor does grant, bargain sell, alien, remise, release, convey and confirm unto the Mortgagee, all of Mortgagor's estate, right, title and interest in, to, under and with respect to all of the following described real and personal property, legally described on the attached Exhibit "A", situate, lying and being in Broward County, Florida.

TOGETHER WITH all structures and improvements now and hereafter located, the rents, and all easements, privileges, hereditaments, appurtenances to the Land or the Improvements or both, rents, royalties, power, mineral, oil and gas rights, water rights, and any incomes and profits of any of the foregoing, all furniture, furnishings, fixtures and equipment, and all additions and replacements, which real property, improvements and personalty shall collectively be referred to as the "Mortgaged Property".

TO HAVE AND TO HOLD the same, together with all tenements and hereditaments and appurtenances, unto the Mortgagee.

The Mortgagor warrants that Mortgagor has a good and marketable title to an indefeasible fee simple absolute estate in the Mortgaged Property; that the Mortgagor has full power and lawful right to convey the Mortgaged Property; that the Mortgagor covenants that this Mortgage is and will remain a valid and enforceable mortgage on the Mortgaged Property; that Mortgagor has full power and lawful authority to mortgage the Mortgaged Property in the manner and form done and that Mortgagor will preserve such title and will forever warrant and defend the validity and priority

of the Mortgage against the lawful claims of all persons claiming by, through, or under Mortgagor, save Senior Indebtedness as defined below.

PROVIDED ALWAYS, that if the Mortgagor shall pay to the Mortgagee the indebtedness in the principal sum of \$407,750 evidenced by that certain Note of even date, upon the terms provided in the Note, and together with all other sums advanced by Mortgagee to or on behalf of Mortgagor pursuant to the Note or this Mortgage and shall otherwise perform and comply with and abide by each and every one of the stipulations, agreements, conditions and covenants of the Note and this Mortgage, then this Mortgage and the estate thereby created shall cease and terminate.

THE MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. PERFORMANCE OF NOTE, MORTGAGE AND HOUSING COVENANTS.

The Mortgagor shall pay all sums, including principal and interest, where applicable, secured by this Mortgage when due as provided for in the Note, and any renewal, replacement, extension or modification, and in this Mortgage, all such sums to be payable at the address specified in the Note, or at such other place as the holder of such Note may designate in writing. Mortgagor shall perform, comply with and abide by each and every of the agreements, conditions and covenants set forth in the Note and this Mortgage.

2. TAXES AND OTHER CHARGES. The Mortgagor shall pay before any interest, charge or penalty is due, all taxes, assessments, levies, liabilities, obligations, encumbrances, and all other charges or claims of every nature and kind which may be imposed or filed at any time against this Mortgage, the Mortgaged Property or any part or against the interest of the Mortgagee, or which by any present or future law may have priority over the secured indebtedness; provided, however, that if the Mortgagor in good faith and by appropriate legal action shall contest the validity of any such items or the amount, and shall have established on its books or by deposit of cash with the Mortgagee or the holder of any senior lien on the Mortgaged Property a reserve for the payment thereof in such amount as the Mortgagee may require, then the Mortgagor shall not be required to pay the item: (a) while the reserve is maintained; and (b) so long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to the Mortgagor. The Mortgagor shall furnish the Mortgagee with annual receipted tax bills evidencing payment within ninety (90) days from their due date.

3. HAZARD INSURANCE. Mortgagor shall keep the improvements now existing or later erected on the Property insured against loss by fire and such other hazards included within the term "extended coverage," and any other hazards including, but not limited to wind or floods for which insurance is required and as Mortgagee may require, in such amounts and for such periods as Mortgagee may require; provided, that Mortgagee shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

Unless otherwise required by the Mortgagee all such insurance shall be affected by Standard Fire and Extended Coverage Insurance policies, in amounts not less than necessary to comply with the coinsurance clause percentage of the value applicable to the location and character of the property to be covered. All such insurance shall be carried in companies approved by the Mortgagee and all policies therefore shall be in such form and shall have attached loss payable

clauses in favor of the Mortgagee and any other party as shall be satisfactory to the Mortgagee. The insurance carrier providing the insurance shall be chosen by Mortgagor, subject to the Mortgagee's approval; provided that such approval shall not be unreasonably withheld.

All insurance policies and renewals shall be in a form acceptable to the Mortgagee and shall include a standard mortgage clause in favor of and in a form acceptable to the Mortgagee. Mortgagor shall promptly furnish to the Mortgagee all renew notices and all receipts of paid premiums. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and the Mortgagee, and the Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless the Parties otherwise agree in writing insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible, and the security of this Mortgage is not impaired. If such restoration or repair is not economically feasible, or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Mortgagor. If the Property is abandoned by Mortgagor or if Mortgagor fails to respond to the Mortgagee within thirty (30) days after notice by the Mortgagee to Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, the Mortgagee is authorized to collect and apply insurance proceeds at the Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

During such repair and restoration period, the Mortgagee shall have the right to hold such insurance proceeds until the Mortgagee has had an opportunity to inspect such Property to ensure the work has been completed to the Mortgagee's satisfaction, provided that such inspection shall be undertaken promptly.

If the Property is acquired by the Mortgagee, all right, title, and interest of Mortgagor in and to any insurance policies and, in and to the proceeds (to the extent of the sums secured by this Mortgage immediately prior to such sale or construction) resulting from damage to the Property prior to the sale or construction shall pass to the Mortgagee.

4. PROTECTION OF MORTGAGEE'S SECURITY. The Mortgagee may, at its option, upon notice to Mortgagor, make such appearances, disburse such sums, and take such action as is necessary to protect the Mortgagee's interest, if Mortgagor fails to perform the covenants or agreements contained in this Mortgage or, if any action or proceeding is commenced which materially affects the Mortgagee's interests in the Property subject to this Mortgage, including but not limited to, eminent domain, insolvency, code enforcement, arrangements, or proceedings involving a bankruptcy

5. PROTECTIVE ADVANCES. Mortgagee may, at its option, and without waiving its right to accelerate the secured indebtedness and to foreclose the same, pay after delinquency any or all of those certain obligations required by the terms of this Mortgage to be paid by the Mortgagor for the protection of the Mortgage security or for the collection of the secured indebtedness. All sums so advanced or paid by Mortgagee shall bear interest from the date paid at the Default Rate specified in the Note as fully and to the same extent as though a part of the original indebtedness evidenced by the Note and secured by this Mortgage, excepting however,

that sums shall be repaid to the Mortgagee within fifteen (15) days after demand by the Mortgagee to the Mortgagor for such payment.

6. ACCELERATION OF MATURITY. Mortgagee shall have the right to mature the indebtedness and foreclose this Mortgage in the event of the following:

(a) any breach of this Mortgage or default on the part of the Mortgagor which is not cured within thirty (30) days following written notice from the Mortgagee, or if such default cannot practicably be cured within thirty (30) days, then within such additional time as may be required to effect a cure (such additional time not to exceed sixty (60) days, so long as (i) the cure is commenced within thirty (30) days and is diligently prosecuted and (ii) the lack of a cure during such continuing cure period has no material adverse effect on the Mortgaged Property; or

(b) a failure to pay promptly and fully any sums of money referred to in this Mortgage within five (5) days after the same become due and payable, without demand or notice; or

(c) failure to maintain in reasonably good repair the buildings and any improvements, including but not limited to landscaping, on the Property; or

(d) failure to comply with any requirement, order, notice of violation of law, or ordinance issued by any governmental entity claiming jurisdiction over the Property; or

(e) failure to assign and deliver the policies insuring the buildings against loss by fire or in reimbursing the Mortgagee for premiums paid on such insurance, as provided in this Mortgage; or

(f) failure to keep, observe and perform any of the other covenants, conditions or agreements contained in this Mortgage;

(g) material failure to comply with the provisions of that certain Development Agreement executed by the Parties and recorded under Instrument No. 116328979 in the Public Records of Broward County, Florida (the "Development Agreement"); or

(h) in the event each and every stipulation, agreement, condition and covenant of the Note and this Mortgage are not duly, promptly and fully performed, discharged, executed, effected, completed, complied with and abided by, following the giving of notice and the expiration of applicable cure periods.

Then, in such events, the aggregate sum mentioned in the Note then remaining unpaid, and all monies secured by the Mortgage shall become due and payable at the option of the Mortgagee, as fully and completely as if all of the sums of money were originally stipulated to be paid on such day, anything in the Note or in this Mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of the Mortgagee, without notice or demand, suit at law or in equity, therefore, or thereafter begun, may be prosecuted as if all money secured this Mortgage had matured prior to its institution.

Notwithstanding anything to the contrary, the Note is a non-recourse obligation of the Mortgagor and its members and neither Mortgagor nor its partners have personal liability for repayment of the loan evidenced by the Note. Mortgagor's sole recourse shall be to the collateral which secures the Loan.

Any cure tendered by Mortgagor's limited partner shall be accepted or rejected on the same basis as if tendered by Mortgagor. All notices shall include a copy to Mortgagor's limited partner as follows: NEF Assignment Corporation, 10 S. Riverside Plaza, Suite 1700, Chicago, Illinois 60606, Attention: General Counsel.

7. **APPOINTMENT OF RECEIVER.** At any time while a suit is pending to foreclose or to reform this Mortgage or to enforce any claims, the Mortgagee may apply to a court of appropriate jurisdiction for the appointment of a receiver, and such court shall appoint a Receiver of the Mortgaged Property, including all and singular the income, profits, rents, issues and revenues from whatever source derived. The Receiver shall have all the broad and effective functions and powers entrusted by a court to a Receiver, and such appointment shall be made by such court as an admitted equity and as a matter of absolute right to the Mortgagee without reference to the adequacy or inadequacy of the value of the Mortgaged Property, or to the solvency or insolvency of the Mortgagor or the Defendants. All income, profits, rents, issues and revenues collected by the Receiver shall be applied by such Receiver according to the lien of this Mortgage, and the practice of such court.

8. **LEASES AFFECTING MORTGAGED PROPERTY.** The Mortgagor shall comply with and observe its obligations as landlord under all leases affecting all or any portion of the Mortgaged Property (the "Residential Leases"). Upon request, the Mortgagor shall furnish promptly to the Mortgagee executed copies of all such Residential Leases now existing or hereafter created.

9. **MORTGAGE CONSTITUTES SECURITY AGREEMENT.** This Mortgage also constitutes a security agreement as defined under the Uniform Commercial Code. The Mortgagor grants to the Mortgagee a security interest in and to all furniture, furnishings, equipment, machinery, and personal property of every nature whatsoever now owned or hereafter acquired by the Mortgagor located upon the Mortgaged Property together with all proceeds therefrom. The Mortgagor shall execute any and all documents as the Mortgagee may request, including, without limitation, financing statements pursuant to the Uniform Commercial Code as adopted by the State of Florida, to preserve and maintain the priority of the lien created on property which may be deemed personal property or fixtures. The Mortgagor authorizes and empowers the Mortgagee to execute and file on behalf of the Mortgagor all financing statements and refilings and continuations as the Mortgagee deems necessary or advisable to create, preserve or protect this lien. The Mortgagor and Mortgagee expressly agree that the filing of a financing statement shall never be construed as derogating from or impairing the express declaration and intention of the parties and that all such personalty located on or utilized in connection with the real property encumbered by this Mortgage shall, at all times and for all purposes, in all proceedings both legal and equitable, be deemed a part of the real property encumbered by this Mortgage.

10. **MORTGAGE SECURES INDEBTEDNESS.** It is expressly agreed and understood that this Mortgage secures the indebtedness and the obligation of the Mortgagor to the Mortgagee with respect to the Note, as the same is evidenced by the Note, and all renewals, extensions and modifications thereof. This Mortgage shall not be deemed released, discharged or satisfied until the entire indebtedness evidenced by the Note is paid in full.

11. **FUTURE ADVANCES.** Pursuant to the laws of the State of Florida, this Mortgage shall secure not only the existing indebtedness evidenced by the Note, but also such future advances as may be made by the Mortgagee to the Mortgagor in accordance with the Note or this Mortgage, whether or not such advances are obligatory or are to be made at the option of the Mortgagee, or otherwise, and as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed two times the face amount of the Note, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property with interest on such disbursements at the rate designated in the Note to apply following a default thereunder.

12. **NO WAIVER.** It is expressly agreed and understood that a waiver by the Mortgagee of any right or rights conferred to it with regard to any one transaction or occurrence shall not be deemed a waiver of such right or rights to any subsequent transaction or occurrence. It is further agreed that any forbearance or delay by the Mortgagee in the enforcement of any right or remedy shall not constitute or be deemed a waiver of such right or remedy.

13. **NOTICE.** All notices given by Mortgagor or the Mortgagee in connection with this Mortgage must be in writing. Any notice to in connection with this Mortgage shall be deemed to have been given to Mortgagor when mailed by first class mail or when actually delivered to Mortgagor's notice address if sent by other means. The notice address shall be the address stated in this Mortgage unless instructed otherwise by a party. Mortgagor shall promptly notify the Mortgagee of Mortgagor's change of address. If the Mortgagee specifies a procedure for reporting Mortgagor's change of address, then Mortgagor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Mortgage at any one time. Any notice to the Mortgagee shall be given by delivering it or by mailing it by first class mail to the Mortgagee's address unless the Mortgagee has designated another address by notice to Mortgagor. Any notice in connection with this Mortgage shall not be deemed to have been given to the Mortgagee until actually received by the Mortgagee. If any notice required by this Mortgage is also required under Florida law, the Florida law requirement will satisfy the corresponding requirement under this Mortgage.

14. **GOVERNING LAW AND VENUE.** This Mortgage shall be construed and enforced pursuant to the laws of the State of Florida, excluding all principles of choice of laws, conflict of laws and comity. Any action or dispute arising between the parties pertaining to this Mortgage shall, to the extent permitted by law, be in courts of jurisdiction for Broward County and no other venue. All meetings to resolve said dispute, including voluntary arbitration, mediation, or other alternative dispute resolution mechanism, will take place in Broward County.

15. **PREVAILING PARTY.** The prevailing party in any action to enforce this Mortgage, shall recover from the non-prevailing party all and singular the costs, charges and expenses, including but not limited to, reasonable attorney's fees, including but not limited to all trial, appellate, and bankruptcy litigation, including litigation for the amount as well as entitlement to such, costs, charges, and expenses, because of the failure on the part of the non-prevailing party to perform, comply with, and abide by, each and every of the stipulations, agreements, conditions and covenants of this Promissory Note, whether or not suit is brought, and the fees and costs shall bear interest from that date at the maximum rate permitted by law.

16. **PARTIES BOUND; NO ORAL MODIFICATIONS.** Each and every of the terms, covenants and conditions contained in this Mortgage shall be binding upon the parties and their successors, and assigns. This Mortgage is not subject to modification other than by a written document or instrument executed by the party or parties to be charged with such modification, in the same formality.

17. **WAIVER OF TRIAL BY JURY. MORTGAGOR (AND MORTGAGEE, BY ITS ACCEPTANCE) KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS MORTGAGE, OR THE FINANCING CONTEMPLATED, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR THE ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE EXTENDING THE LOAN SECURED BY THIS MORTGAGE.**

18. **AGREEMENT TO SUBORDINATE.** Mortgagee agrees that: (i) this Mortgage and the Note that it secures is and shall be subordinated in right of payment to the indebtedness evidenced by such mortgage as may be held by construction and permanent loan providers ("Senior Lenders") encumbering the Mortgaged Property for development of the Project as defined in the Development Agreement ("Senior Mortgages") and (ii) this Mortgage and the Note it secures are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Mortgages and any other loan documents in favor of Senior Lenders ("Senior Loan Documents") and to all advances made or which may hereafter be made pursuant to the Senior Mortgages and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Mortgages, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Mortgages, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property consistent with the Development Agreement executed by the Parties and recorded in the public records of Broward County, Florida).

19. **EXTENDED USE AGREEMENT.** The parties acknowledge that Mortgagor intends to enter into an extended use agreement with Florida Housing Finance Corporation (the "Agency"), which constitutes the extended low-income housing commitment described in Section 42(h)(6)(B) of the Internal Revenue Code, as amended (the "Code"). Currently, Code Section 42(h)(6)(E)(ii) does not permit the eviction or termination of tenancy (other than for good cause)

of an existing tenant of any low-income unit or any increase in gross rent with respect to such unit not otherwise permitted under Code Section 42 for a period of 3 years after the date the building was acquired by foreclosure or by instrument in lieu of foreclosure. In the event the extended use agreement required by the Agency is recorded against the Property, Mortgagee agrees to comply with the provisions set forth in Code Section 42(h)(6)(E)(ii).

IN WITNESS WHEREOF, the Mortgagor has set its hand and seal the day and year first above written.

MORTGAGOR:

Marquis Partners, Ltd., a Florida limited partnership

By: Cornerstone Marquis, LLC, a Florida limited liability company, its managing general partner

By: Mara S. Mades
Mara S. Mades, Vice President

ACKNOWLEDGMENT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

THE FOREGOING INSTRUMENT was acknowledged before me by physical presence, on this 13th day of April, 2020, by Mara S. Mades, as Vice President of Cornerstone Marquis, LLC, the managing general partner of Marquis Partners, Ltd., a Florida limited partnership. She is personally known to me or produced a Florida driver's license as identification.

My Commission Expires:

Jacqueline Silva
Signature of Notary Public, State of Florida
Jacqueline Silva

Printed Name of Notary Public

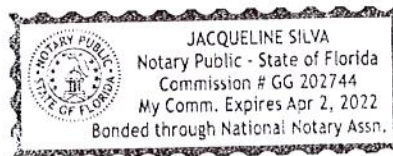


Exhibit A
Legal Description Of The Property

PARCEL 1:

The NE 1/4 of the SW 1/4 of the NW 1/4 lying Southwest of County Road of Section 34, Township 48 South, Range 42 East, less the East 365.8 feet and less the West 294.2 feet thereof, Broward County, Florida.

PARCEL 2:

The East 169.3 feet of the West 294.2 feet of the NE 1/4 of the SW 1/4 of the NW 1/4 lying South of County Road, less the South 100 feet, Broward County, Florida.

PARCEL 3:

The West 165.80 feet of the East 365.80 feet of a portion of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 34, Township 48 South, Range 42 East , lying South of the South right-of-way line of State Road No. 361, Broward County, Florida.

AND

That part of the East 200.00 feet of the Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 34, Township 48 South, Range 42 East, lying south of the South right-of-way line of state Road No. 361, Broward County, Florida, less the East 15.00 feet thereof, for road purposes and also less the following described portion thereof:

BEGINNING at a point on the said South right-of-way line at a point 15.00 feet West of the East line of the said Northeast one-quarter (NE 1/4) of the Southwest one-quarter (SW 1/4) of the Northwest one-quarter (NW 1/4); thence Southerly parallel to the said East line a distance of 65.40 feet; thence S88°58'54"W, a distance of 73.39 feet; thence S35°27'14"W, a distance of 1.23 feet; thence S88°58'54"W, a distance of 16.2 feet; thence N35°27'14"E, a distance of a distance of 106.98 feet, more or less, to an intersection with the South right of way line of said State Road 361; thence Southeasterly along said right-of-way line to the Point of Beginning.