

Prepared by and Return to:
Joseph B. Heimovics, P.A.
15951 SW 41st Street, Suite 800
Davie, FL 33331

SUBORDINATION OF MORTGAGE AGREEMENT

This **SUBORDINATION OF MORTGAGE AGREEMENT** ("Agreement") is entered into as of September ____, 2017 (the "Agreement"), by and among **FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**, a Community Redevelopment Agency created pursuant to Chapter 163, Part III, Florida Statutes (the "Junior Lender"), **STONEGATE BANK**, a Florida banking corporation, its successors and/or assigns (the "Senior Lender"), and **RECHTER HOLDINGS, INC.**, a Florida corporation (the "Borrower"), who hereby agree as follows:

RECITALS:

WHEREAS, on or about July 7, 2015, the Junior Lender authorized execution of a funding package for Borrower's development of its commercial property located at 913 NE 4th Avenue, and as more fully described on Exhibit "A" ("Property") wherein Junior Lender agreed to provide Borrower with a grant of up to \$206,267.00 pursuant to the terms and conditions set forth in the following three (3) agreements entered into between Junior Lender and Borrower, all of which were recorded in Broward County, Florida:

1. Fort Lauderdale Community Redevelopment Agency Property and Business Investment Improvement Program Agreement dated July 28, 2015, recorded on December 2, 2015, under Instrument No. 113377692 in the public records of Broward County, Florida (hereinafter "CRA Agreement 1").
2. Streetscape Agreement [CrossRoads], recorded on December 2, 2015, under Instrument No. 113377693 in the public records of Broward County, Florida. (hereinafter "CRA Agreement 2").
3. Fort Lauderdale Community Redevelopment Agency Façade Program Participation Agreement dated July 22, 2015, recorded on December 2, 2015, under Instrument No. 113377694 in the public records of Broward County, Florida. (hereinafter "CRA Agreement 3").

(Hereinafter all three Agreements collectively referred to as "CRA Agreements").

WHEREAS, pursuant to the CRA Agreements, the Junior Lender holds a Mortgage on the Property (hereinafter referred to as the "Subordinate Mortgage"), which is attached as Exhibit F to CRA Agreement 1, and thus recorded as part of CRA Agreement 1, wherein Junior Lender may have the right to enforce the Mortgage under certain circumstances set forth in the CRA Agreements.

WHEREAS, Borrower has approached the Senior Lender about providing a loan to Borrower (and a related entity known as Rechter Progresso 835, LLC) in the principal amount of up to

\$3,200,000.00 ("Senior Loan"), to be secured by a Mortgage on the Property (along with other commercial properties in Broward County, Florida owned by Borrower and/or Rechter Progresso 835, LLC) (hereinafter the Senior Lender's Mortgage shall be referred to as the "Senior Mortgage"), which Senior Lender will provide subject to, and conditioned upon, the Subordinate Mortgage, as modified, being subordinated to the Senior Mortgage, in the manner hereinafter set forth;

WHEREAS, Junior Lender, has agreed to subordinate the Subordinate Mortgage, as modified, in favor of the Senior Mortgage, so that the Senior Mortgage shall be superior to, and take priority and precedence over, the Subordinate Mortgage, as modified, in the manner set forth herein;

WHEREAS, the Senior Loan provided to the Borrower by the Senior Lender shall be used, in part, to satisfy the existing first mortgage on the subject Property and, as such, shall provide a benefit to all parties, including the Junior Lender;

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby accepted and acknowledged, the parties agree as follows:

A G R E E M E N T S:

1. The Junior Lender hereby subordinates the indebtedness evidenced by the Subordinate Mortgage, and any and all other indebtedness now or at any time or times hereafter owing by the Borrower that is secured by the Subordinate Mortgage (collectively, the "Junior Debt") to any and all indebtedness now or at any time hereafter owing by the Borrower to the Senior Lender (collectively, the "Senior Debt").

2 The Junior Lender hereby subordinates all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which in any way secure the payment of the Junior Debt to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which in any way secure the payment of the Senior Debt.

3 The Junior Lender hereby subordinates the Subordinate Mortgage in favor of the Senior Mortgage, so that the Senior Mortgage shall be superior to, and take priority and precedence over, the Subordinate Mortgage, as modified, as if the Senior Mortgage was recorded first in time prior to the Subordinate Mortgage, as modified.

4. The Junior Lender agrees that the Senior Lender has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the documents, instruments and agreements evidencing the Senior Debt.

5. The Junior Lender agrees that the Senior Lender shall have no liability to the Junior Lender, and in particular, the Junior Lender hereby waives any claim which it may now or hereafter have against the Senior Lender arising out of any and all actions which the Senior Lender takes or omits to take with respect to the documents, instruments and agreements evidencing the Senior Debt or to the collection of the Senior Debt.

6. The Junior Lender agrees that the Senior Lender, at any time and from time to time hereafter, may enter into such agreements with the Borrower as the Senior Lender may deem proper extending the time of payment of or renewing or otherwise altering the terms of all or any of the Senior Debt or affecting the Mortgaged Properties, and may release any balance of funds of the Borrowers with the Senior Lender, without notice to the Junior Lender and without in any way impairing or affecting this Agreement.

7. This Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding on the Junior Lender and its successors and assigns, and shall inure to the benefit of the Senior Lender, its successors and assigns, until all of the Senior Debt has been paid in full and all obligations arising in connection therewith have been discharged. The Senior Lender may continue, without notice to the Junior Lender, to lend monies, extend credit and make other accommodations to or for the account of the Borrower on the faith hereof. The Junior Lender hereby agrees that all payments received by the Senior Lender may be applied, reversed, and reapplied, in whole or in part, to any of the Senior Debt, without impairing or affecting this Agreement.

8. No waiver shall be deemed to be made by the Senior Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of the Senior Lender and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of the Senior Lender or the obligations of the Junior Lender to the Senior Lender in any other respect at any other time.

9. This Agreement shall be governed and controlled by the laws of the State of Florida.

10. ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT, SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF BROWARD COUNTY, FLORIDA.

11. THE PARTIES TO THIS AGREEMENT EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS SUBORDINATION AGREEMENT.

IN WITNESS WHEREOF, the Junior Lender, the Senior Lender and the Borrower have executed this Agreement as of the date set forth above.

(remainder of page left blank - signature pages to follow)

JUNIOR LENDER:
FORT LAUDERDALE COMMUNITY REDEVELOPMENT
AGENCY, a Community Redevelopment Agency created
pursuant to Chapter 163, Part III, Florida Statutes

By Name:
Title: Chairman

By Name:
Title: Executive Director

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State
aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was
acknowledged before me by _____, as Chairman, and
_____, as Executive Director of **FORT LAUDERDALE COMMUNITY**
REDEVELOPMENT AGENCY, a Community Redevelopment Agency created pursuant to Chapter
163, Part III, Florida Statutes, who do freely and voluntarily under authority duly vested in each of them
on behalf of said agency. Each are either personally known to me or have produced a Driver's License
from the State of _____ as identification.

WITNESS by hand and official seal in the County and State last aforesaid this ____ day of
September, 2017.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

SENIOR LENDER:

STONEGATE BANK,
A Florida banking corporation

By: Heather Zatik, Vice Preident

STATE OF FLORIDA
COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before by Heather Zatik, as Vice President of Stonegate Bank, a Florida banking corporation, who does freely and voluntarily under authority duly vested in her by said company. She is personally known to me or produced a Driver's License from the State of _____ as identification.

WITNESS by hand and official seal in the County and State last aforesaid this ____ day of September, 2017.

NOTARY PUBLIC

Print Name:_____

My Commission Expires:_____

BORROWER:

RECHTER HOLDINGS, INC.

A Florida corporation

By: Michael Rechter, President

STATE OF FLORIDA

COUNTY OF BROWARD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Michael Rechter, President of Rechter Holdings, Inc., a Florida corporation, who does freely and voluntarily under authority duly vested in him on behalf of said company. He is personally known to me or a produced a Driver's License from the State of _____ as identification.

WITNESS by hand and official seal in the County and State last aforesaid this ____ day of September, 2017.

NOTARY PUBLIC

Print Name:_____

My Commission Expires:_____