

**PREPARED BY AND
WHEN RECORDED RETURN TO:**

James E. Slater, P.A.
Broad and Cassel
390 N. Orange Avenue
Suite 1400
Orlando, Florida 32801

Space above this line for recorder's use

**CONSENT AND SUBORDINATION TO
LEASE ADDENDUM TO AIR RIGHTS LEASE AGREEMENT**

KNOW ALL PERSONS BY THESE PRESENTS THAT for good and valuable consideration, the receipt and sufficiency of which are acknowledged and accepted by THE CITY OF ORLANDO, FLORIDA, a Florida municipal corporation ("Mortgagee"), whose address is 400 South Orange Avenue, 6th Floor, Orlando, Florida 32801, in its capacity as the owner and holder of that certain Mortgage and Security Agreement (HOME/SHIP) in the original principal amount of \$1,800,000.00, executed by Church Street Housing Partners I, LLC dated June 3, 2002, and recorded June 5, 2002, in Official Records Book 6538, Page 7120, as affected by that certain Subordination Agreement dated June 1, 2002, and recorded June 5, 2002, in Official Records Book 6538, Page 7219, and that certain Subordination Agreement dated June 1, 2002, and recorded June 5, 2002, in Official Records Book 6538, Page 7239, all in the Public Records of Orange County, Florida (the "Security Instrument"), encumbering the real and personal property as more particularly described in the foregoing Security Instrument, Mortgagee hereby consents and agrees to be bound by the terms and conditions as set forth in the foregoing Lease Addendum by and between Church Street Retail Partners I, LLC, as "Landlord", and Church Street Housing Partners I, LLC, as Tenant, including, without limitation, the provisions as set forth in Paragraphs 2(a) (authority of Tenant to encumber collateral), and 2(b) (option of HUD or a HUD approved Lender to purchase the collateral free and clear of the lien of the Security Instrument), and agrees that upon the occurrence and during the continuance of a "Qualifying Event" (as defined in Recital C of the foregoing Lease Addendum), the lien and security instrument created by the Security Instrument is and shall remain subordinate, junior and inferior to any and all rights and remedies of HUD or a HUD-approved Lender under and pursuant to said Lease Addendum.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Subordination to Lease Addendum To Air Rights Lease Agreement this ____ day of _____, 2015.

**SIGNATURE PAGE TO CONSENT AND SUBORDINATION
TO LEASE ADDENDUM TO AIR RIGHTS LEASE AGREEMENT**

WITNESSES:

"MORTGAGEE"

CITY OF ORLANDO, FLORIDA,
a Florida municipal corporation

Print Name: _____

Print Name: _____

By: _____

Print Name: _____

Title: _____

{Corporate Seal}

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as _____ of CITY OF ORLANDO, FLORIDA, a Florida municipal corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)

Notary Public, State of _____

Commission No. _____

My Commission Expires: _____