

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Hollie A. Croft, Esq.
Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

**GLOBAL MODIFICATION, AMENDMENT AND SUBORDINATION OF
MORTGAGE AND SECURITY AGREEMENT, CITY OF ORLANDO HOME/SHIP
PROMISSORY NOTE AND OTHER LOAN DOCUMENTS**

**THIS GLOBAL MODIFICATION, AMENDMENT AND SUBORDINATION OF
MORTGAGE AND SECURITY AGREEMENT, CITY OF ORLANDO HOME/SHIP
PROMISSORY NOTE AND OTHER LOAN DOCUMENTS**, including, among others,

- (i) Mortgage and Security Agreement dated June 3, 2002 and recorded June 5, 2002 in Official Records Book 6538, Page 7120, of the Public Records of Orange County, Florida (the "Mortgage"); and
- (ii) Declaration of Restrictive Covenant dated June 3, 2002, and recorded June 5, 2002 in Official Records Book 6538, page 7140, of the Public Records of Orange County, Florida (the "Declaration of Restrictive Covenant");

(this "Amendment"), effective as of _____, 2015, is entered into by and among CHURCH STREET HOUSING PARTNERS I, LLC, a Florida limited liability company ("Borrower") and CITY OF ORLANDO, a Florida municipal corporation (the "Junior Lender").

RECITALS

A. On or about June 3, 2002, the Junior Lender issued to the Borrower a loan in the principal amount of ONE MILLION EIGHT HUNDRED THOUSAND DOLLARS AND 00/100 (\$1,800,000) (the "Loan") to finance the construction and permanent financing of a multifamily rental housing development on the real property described in Exhibit "A" attached hereto (the "Land") and the improvements thereon, known as City View Apartments located in Orange County, Florida. The Land, the improvements, the fixtures and personal property and other amenities now or hereafter located on the Land are referred to collectively hereafter as the "Development."

B. As a condition precedent to the Junior Lender's making of the Loan, the Borrower entered into that certain HOME/SHIP Programs Loan Agreement between the Junior Lender and the Borrower dated June 3, 2002 (the "Loan Agreement") and that certain City of Orlando HOME/SHIP Promissory Note dated June 3, 2002 (the "Note", and together with the Mortgage, Loan Agreement, and all other documents executed in connection therewith, referred to as the "Loan Documents").

C. Of even date herewith, the Borrower has received a loan from GREYSTONE FUNDING CORPORATION, a Virginia corporation ("Greystone") in the original principal amount of FIFTEEN MILLION TWENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$15,025,000.00) which is insured by the Department of Housing and Urban Development ("HUD") (the "Senior Loan"). The Senior Loan is evidenced by that certain Note (Multistate) dated as of _____, 2015 (the "Senior Note") and secured by that certain Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement dated as of _____, 2015 and recorded in prior to this Amendment in the Public Records of Orange County, Florida (the "Senior Mortgage"). The Borrower has also executed that certain Regulatory Agreement dated as of _____, 2015 and recorded prior to this Amendment in the Public Records of Orange County, Florida (the "Senior Regulatory Agreement"). The Senior Note, Senior Mortgage and Senior Regulatory Agreement, together with all other documents executed in connection with the Senior Loan are collectively referred to as the "Senior Loan Documents".

D. The Junior Lender agrees to subordinate the Loan Documents to the Senior Loan Documents, and the parties hereto desire to amend and modify the Loan Documents to incorporate certain HUD requirements.

E. The Junior Lender is the owner and holder of the Mortgage, the Note, and all other Loan Documents described above.

F. The Borrower acknowledges that this Amendment confers a substantial benefit upon it and is supported by good and valuable consideration.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 AMENDMENTS TO THE LOAN DOCUMENTS

A. The HUD Secondary Financing Rider attached hereto as Exhibit "B" is hereby made a part of and incorporated as a Rider to the Loan Documents.

SECTION 2 ACKNOWLEDGEMENT OF MODIFICATION AND SUBORDINATION AND AGREEMENT

A. All of the recitals hereinabove set forth are by reference incorporated in and specifically made a part of this Amendment as if fully set forth herein.

B. The Junior Lender hereby agrees that the Loan Documents are hereby made subject to and subordinated to the Senior Loan Documents.

C. Borrower acknowledges and agrees that all of the other stipulations, terms, provisions and covenants and agreements as contained in the Loan Documents shall remain in full force and effect except as herein provided to the contrary or modified in conjunction herewith.

D. This Amendment shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto.

SECTION 3 MISCELLANEOUS

A. Full Force and Effect. Except as modified by this Amendment, the Loan Documents shall remain in full force and effect.

B. Governing Law. This Amendment shall be construed, and the obligations, rights and remedies of the parties hereunder shall be determined, in accordance with the laws of the State of Florida without regard to conflicts of laws or principles, except to the extent that the laws of the United States of America may prevail.

C. Definitions. Initially capitalized terms used herein without definition shall have the respective meanings set forth in the Agreement.

D. Multiple Counterparts. This Amendment may be simultaneously executed in one or more counterparts, all of which shall constitute the same instrument and each of which shall be deemed an original.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

**COUNTERPART SIGNATURE PAGE FOR
GLOBAL MODIFICATION, AMENDMENT AND SUBORDINATION OF
MORTGAGE AND SECURITY AGREEMENT, CITY OF ORLANDO HOME/SHIP
PROMISSORY NOTE AND OTHER LOAN DOCUMENTS**

IN WITNESS WHEREOF, the Borrower and the Junior Lender have caused this Amendment to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

WITNESSES

Print: _____

Print: _____

BORROWER

**CHURCH STREET HOUSING PARTNERS
I, LLC**, a Florida limited liability company

By: ONIC-City View, LLC, a Florida limited
liability company, its managing member

By: Orlando Neighborhood Improvement
Corporation, Inc., a Florida nonprofit
corporation, its sole member

By: _____
Robert E. Ansley, Jr., President

Borrower's Address: c/o ONIC-City View, LLC
100 S. Orange Avenue, 7th Floor
Orlando, FL 32801

STATE OF FLORIDA
COUNTY OF _____

[SEAL]

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robert E. Ansley, Jr., as President of ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION, INC., a Florida nonprofit corporation (the "Corporation"), the sole member of ONIC-CITY VIEW, LLC, a Florida limited liability company (the "Company"), the general manager of CHURCH STREET HOUSING PARTNERS I, LLC, a Florida limited liability company, on behalf of Corporation and Company. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

**COUNTERPART SIGNATURE PAGE FOR
GLOBAL MODIFICATION, AMENDMENT AND SUBORDINATION OF
MORTGAGE AND SECURITY AGREEMENT, CITY OF ORLANDO HOME/SHIP
PROMISSORY NOTE AND OTHER LOAN DOCUMENTS**

IN WITNESS WHEREOF, the Borrower and the Junior Lender have caused this Amendment to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

JUNIOR LENDER:

WITNESSES:

CITY OF ORLANDO, a Florida municipal corporation

Print: _____

By: _____

Name: _____

Print: _____

Title: _____

[SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as the _____ of CITY OF ORLANDO, a Florida municipal corporation, on behalf of said corporation. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

LEGAL DESCRIPTION CITY VIEW APARTMENTS

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

AIR SPACE DESCRIPTION:

(A) THE PERIMETRICAL BOUNDARY OF THE AIR SPACE SHALL BE AND IS HEREBY DEFINED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF TERRY AVENUE AND THE SOUTH RIGHT-OF-WAY LINE OF PINE STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PLOT OF PINE STREET AS RECORDED IN PLOT BOOK 1, PAGE 65 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE SOUTH 89°44'51" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF PINE STREET, 11.12 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY; RUN SOUTH 00°6'00" EAST, 1.53 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°54'00" EAST, 132.08 FEET; THENCE SOUTH 00°6'00" EAST, 43.67 FEET; THENCE SOUTH 69°54'00" WEST, 54.06 FEET; THENCE SOUTH 00°06'00" EAST, 158.00 FEET; THENCE NORTH 89°54'00" EAST, 307.61 FEET; THENCE SOUTH 45°6'00" EAST, 29.77 FEET; THENCE SOUTH 00°06'00" EAST, 35.89 FEET; THENCE SOUTH 44°54'00" WEST, 29.77 FEET; THENCE SOUTH 89°54'00" WEST, 351.27 FEET; THENCE NORTH 45°06'00" WEST, 48.58 FEET; THENCE NORTH 00°06'00" WEST, 245.32 FEET TO THE POINT OF BEGINNING. SAID PERIMETRICAL BOUNDARY, PROJECTED VERTICALLY TO INTERSECT THE LOWER BOUNDARY AND THE UPPER BOUNDARY, AS THOSE TERMS AND BOUNDARIES ARE HEREINAFTER DEFINED AND DESCRIBED.

(B) THE LOWER BOUNDARY OF THE AIR SPACE SHALL BE AND IS HEREBY DEFINED AND DESCRIBED AS A HORIZONTAL PLANE AT ELEVATION 123.5 FEET ABOVE MEAN SEA LEVEL AS MEASURED FROM THE CITY OF ORLANDO DATUM; BEING APPROXIMATELY 15.5 FEET ABOVE THE CURRENT EXISTING GROUND LEVEL OF THE PROJECT PREMISES WHICH IS APPROXIMATELY 106 FEET ABOVE MEAN SEA LEVEL.

(C) THE UPPER BOUNDARY OF THE AIR SPACE SHALL BE AND IS HEREBY DEFINED AND DESCRIBED AS THE HORIZONTAL PLANE AT THE LOWER OF INFINITY OR THE MAXIMUM ELEVATION BUILDING HEIGHT PERMITTED BY APPLICABLE LAW.

TOGETHER WITH:

AMENITY SPACE DESCRIPTION:

A PORTION OF LOT 1, HUGHES SQUARE, AS RECORDED IN PLAT BOOK 50, PAGES 100 AND 101 IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE RUN NORTH 89°55'50" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST CHURCH STREET,

58.04 FEET; THENCE RUN NORTH 00°06'00" WEST, 10.17 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°54'00" WEST, 14.09 FEET; THENCE RUN NORTH 45°06'00" WEST, 48.15 FEET; THENCE RUN NORTH 00°06'00" WEST, 179.28 FEET; THENCE RUN NORTH 89°54'00" EAST, 35.50 FEET; THENCE RUN NORTH 00°06'00" WEST, 7.07 FEET; THENCE RUN NORTH 44°54'00" EAST, 5.56 FEET; THENCE RUN NORTH 89°54'00" EAST, 25.15 FEET; THENCE RUN NORTH 00°06'00" WEST, 27.92 FEET; THENCE RUN NORTH 89°54'00" EAST, 6.75 FEET; THENCE RUN NORTH 00°06'00" WEST, 14.42 FEET; THENCE RUN NORTH 89°54'00" EAST, 36.17 FEET; THENCE RUN SOUTH 00°06'00" EAST, 24.00 FEET; THENCE RUN SOUTH 89°54'00" WEST, 36.50 FEET; THENCE RUN SOUTH 00°06'00" EAST 172.00 FEET; THENCE RUN SOUTH 89°54'00" WEST, 0.33 FEET; THENCE RUN SOUTH 00°06'00" EAST, 35.99 FEET; THENCE RUN SOUTH 89°54'00" WEST 22.53 FEET; THENCE RUN SOUTH 00°06'00" EAST, 34.68 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

THAT CERTAIN EASEMENT AGREEMENT EXECUTED BY CHURCH STREET RETAIL PARTNERS I, LLC IN FAVOR OF CHURCH STREET HOUSING PARTNERS I, LLC AS RECORDED IN OFFICIAL RECORDS BOOK 6536, PAGE 8418, ON JUNE 3, 2002, IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

EXHIBIT "B"

Project Name: CITY VIEW APARTMENTS

County, City, State: **Orange County, Orlando, Florida**
HUD Project No: **067-11199**

HUD SECONDARY FINANCING RIDER

This Rider ("Rider") is attached to and made a part of that certain (i) Mortgage and Security Agreement dated as of June 3, 2002 (herein, the "Mortgage"), from Borrower in favor of Junior Lender, as amended by that certain Global Modification, Amendment and Subordination of Mortgage and Security Agreement, City of Orlando HOME/SHIP Promissory Note and Other Loan Documents (herein, the "Global Amendment") dated the date hereof (collectively, the "Junior Mortgage") from CHURCH STREET HOUSING PARTNERS I, LLC, a Florida limited liability company ("Borrower"), in favor of CITY OF ORLANDO, a Florida municipal corporation ("Junior Lender"), and (ii) City of Orlando HOME/SHIP Promissory Note dated June 3, 2002 as amended by that certain Allonge to Promissory Note (the "Note Amendment") dated the date hereof (collectively, the "Junior Note"), in the principal amount of \$1,800,000 evidencing a loan (herein, the "Junior Loan") from Junior Lender to Borrower. The Junior Note and Junior Mortgage and any and all other documents now or hereafter executed and/or delivered in connection with the Junior Loan are hereafter collectively referred to as the "Junior Loan Documents." The terms and conditions of this Rider supersede all other terms of the Junior Loan Documents, and, should there be any conflict or inconsistency between this Rider and any other provisions of the Junior Loan Documents, the terms and conditions of this Rider shall prevail, so long as there is no violation of Florida state or federal law or any applicable state or federal regulations.

As used herein, "Senior Loan Documents" shall mean (i) that certain Note (Multistate) (herein, the "Senior Note") dated _____, 2015 from Borrower in favor of GREYSTONE FUNDING CORPORATION, a Virginia corporation (herein, the "Senior Lender"), in the original principal amount of \$15,025,000.00 evidencing a loan (herein, the "Senior Loan") from Senior Lender to Borrower, (ii) that certain Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement (herein, the "Senior Mortgage") dated _____, 2015 from Borrower in favor of Senior Lender, granting a mortgage on the project known as City View Apartments, FHA Project No. 067-11199 (herein, the "Project"), (iii) that certain Regulatory Agreement for Multifamily Projects (herein, the "Regulatory Agreement") dated _____, 2015 by and between Borrower and the Secretary of Housing and Urban Development (herein, "HUD"), and (iv) any and all other documents required by Senior Lender and/or HUD in connection with, evidencing and/or securing the Senior Loan.

The Junior Lender, by acceptance of delivery and recordation of the Global Amendment and the Borrower, by execution of the Note Amendment and the Global Amendment, agree to the following provisions incorporated in said Junior Note and Junior Mortgage to the same extent as if fully rewritten therein:

1. The Junior Loan Documents and all amounts now and/or hereafter advanced thereunder and/or secured thereby are specifically subordinate to the Senior Loan Documents and all amounts now and/or hereafter advanced thereunder and/or secured thereby.
2. The Junior Note may not mature, and may not bear a maturity date, prior to the date on which the Senior Note matures. The term of the Junior Loan may be extended if the Junior Note matures, there are no surplus cash funds available for repayment and the Senior Loan has not been retired in full or HUD grants a deferment of amortization or forbearance that results in an extended maturity of the Senior Loan.
3. The Junior Loan may be assumed when a sale or transfer of the physical assets occurs under the following conditions:
 - a. Not more than the excess, if any, of (i) 75 percent of the net proceeds of the sale or transfer is applied to the reduction of the Junior Loan over (ii) the amount paid on account of any other loans with respect to the Project which are junior to the Senior Loan but senior to the Junior Loan; provided, however, that if there are other loans which have the same priority as the Junior Loan, the foregoing amount shall be allocated pari passu among such loans based upon the total outstanding indebtedness of each.
 - b. As used herein, net proceeds are the funds available to the Borrower after:
 - i. Correcting any monetary or covenant default under any of the Senior Loan Documents, and
 - ii. Making required contributions to any reserve funds and needed improvements to the Project as evidenced by HUD's annual inspection reports.
4. As long as HUD or its successors or assigns is the insurer or holder of the Senior Mortgage, any payments due under the Junior Loan Documents shall be payable only from 75% of "Surplus Cash" (or "residual receipts") as that term is defined in the Regulatory Agreement and subject to the availability of such surplus cash (or residual receipts) in accordance with the provision of said Regulatory Agreement. The restriction on payment imposed by this paragraph shall not excuse any default caused by failure of the Borrower to pay the indebtedness evidenced by the Junior Note.
5. Notwithstanding anything in the document to which this Rider is attached or any other of the Junior Loan Documents, any indemnity obligations of the owner of the Development shall be suspended and be of no force or effect during any period of time from and after the date of any transfer of title to the Development by foreclosure, deed in lieu of foreclosure or comparable conversion of any lien on the Development conveying title to the Development to HUD or to the United States Government acting as an assignee of HUD; provided, however, that the preceding provisions of this sentence shall cease to apply and the obligations of such owner and its successors and permitted assigns contained in the Indemnity, shall be reinstated if, at any time

subsequent to the suspension of such obligations as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, (1) such owner or any related person (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Development for federal income tax purposes, or (2) HUD or the United States Government acting as an assignee of HUD, conveys title or other ownership interest in the Development to a third party.

[SIGNATURES BEGIN ON NEXT PAGE]

**COUNTERPART SIGNATURE PAGE FOR HUD SECONDARY FINANCING RIDER
TO GLOBAL MODIFICATION, AMENDMENT AND SUBORDINATION OF
MORTGAGE AND SECURITY AGREEMENT, CITY OF ORLANDO HOME/SHIP
PROMISSORY NOTE AND OTHER LOAN DOCUMENTS**

(CITY VIEW APARTMENTS)

WITNESSES

JUNIOR LENDER

CITY OF ORLANDO, a Florida municipal
corporation

Print: _____

Print: _____

By: _____

Name: _____

Title: _____

[SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____
_____, 2015, by _____, as the _____
of CITY OF ORLANDO, a Florida municipal corporation, on behalf of said corporation. Said
person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

**COUNTERPART SIGNATURE PAGE FOR HUD SECONDARY FINANCING RIDER
TO GLOBAL MODIFICATION, AMENDMENT AND SUBORDINATION OF
MORTGAGE AND SECURITY AGREEMENT, CITY OF ORLANDO HOME/SHIP
PROMISSORY NOTE AND OTHER LOAN DOCUMENTS
(CITY VIEW APARTMENTS)**

IN WITNESS WHEREOF, the Borrower and the Junior Lender have caused this Amendment to be executed in their respective names by their duly authorized representatives as of the day and year first set forth above.

WITNESSES

BORROWER

**CHURCH STREET HOUSING
PARTNERS I, LLC**, a Florida limited liability company

Print: _____

By: ONIC-City View, LLC, a Florida limited liability company, its managing member

By: Orlando Neighborhood Improvement Corporation, Inc., a Florida nonprofit corporation, its sole member

Print: _____

By: _____
Robert E. Ansley, Jr., President

Borrower's Address: c/o ONIC-City View, LLC
100 S. Orange Avenue, 7th Floor
Orlando, FL 32801

STATE OF FLORIDA
COUNTY OF _____

[SEAL]

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robert E. Ansley, Jr., as President of ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION, INC., a Florida nonprofit corporation (the "Corporation"), the sole member of ONIC-CITY VIEW, LLC, a Florida limited liability company (the "Company"), the general manager of CHURCH STREET HOUSING PARTNERS I, LLC, a Florida limited liability company, on behalf of Corporation and Company. Said person is personally known to me or has produced a valid driver's license as identification

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

**HUD RESTRICTIVE COVENANTS RIDER TO
GLOBAL MODIFICATION**

(City View Apartments)

This HUD Restrictive Covenants Rider (this "Rider") is attached to and made a part of that certain Global Modification, Amendment and Subordination of Mortgage and Security Agreement, City of Orlando HOME/SHIP Promissory Note and Other Loan Documents dated as of _____, 2015 (herein, the "Global Amendment") by and among CHURCH STREET HOUSING PARTNERS I, LLC, a Florida limited liability company (the "Borrower") and CITY OF ORLANDO, a Florida municipal corporation (the "Junior Lender"), amending loan documents evidencing a ELI loan in the original principal amount of \$1,800,000 (herein, the "Junior Loan") from Junior Lender to Borrower, including that certain Declaration of Restrictive Covenant given by Borrower in favor of Junior Lender dated June 3, 2002, as amended by the Global Amendment (herein, collectively, the "Restrictive Covenants"). The Restrictive Covenants, and any and all other documents now or hereafter executed and/or delivered in connection with the Junior Loan are hereafter collectively referred to as the "Junior Loan Documents."

1. Conflicts. In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

2. Definitions. Terms used in this Rider as defined terms shall have the meanings given those terms in the Restrictive Covenants. In addition, the following terms shall have the following meanings:

"Code" means the Internal Revenue code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Greystone Fund Corporation, a Virginia corporation, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

3. Subordination. Notwithstanding anything in the Restrictive Covenants to the contrary, except the requirements in 26 U.S.C. 42(h)(6)(E)(ii), to the extent applicable, the provisions hereof are expressly subordinate to (i) Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations, (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Junior Lender's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

4. Automatic Termination. In accordance with 26 U.S.C. 42(h)(6)(E)(i)(1), in the event of foreclosure or deed in lieu of foreclosure, the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate, with the exception of the requirements of 26 U.S.C. 42(h)(6)(E)(ii) above, to the extent applicable, or as otherwise approved by HUD.

5. No Default. Borrower and the Junior Lender acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

6. HUD Non-Recourse Provisions. Except for the Junior Lender's reporting requirement, in enforcing the Restrictive Covenants the Junior Lender will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in

connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- (i) Available surplus cash, if the Borrower is a for-profit entity;
- (ii) Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- (iii) Available residual receipts authorized by HUD, if the Borrower is a non-profit entity; or
- (iv) A HUD-approved collateral assignment of any HAP contract.

7. Amendments. For so long as the Mortgage Loan is outstanding, Borrower and the Junior Lender shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

8. Indemnification. Subject to the HUD Regulatory Agreement, the Junior Lender may require the Borrower to indemnify and hold the Junior Lender harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against the Junior Lender relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Junior Lender harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

9. Indemnity. Notwithstanding anything to the contrary contained herein, it is not the intent of any of the parties hereto to cause a recapture of the Low Income Housing Tax Credits or any portion thereof related to any potential conflicts between the HUD Requirements and the Restrictive Covenants. Borrower represents and warrants that to the best of Borrower's knowledge the HUD Requirements impose no requirements which may be inconsistent with full compliance with the Restrictive Covenants. The acknowledged purpose of the HUD Requirements is to articulate requirements imposed by HUD, consistent with this governing statutes, and the acknowledged purpose of the Restrictive Covenants is to articulate requirements imposed by Section 42 of the Code. In the event an apparent conflict between the HUD Requirements and the Restrictive Covenant arises, the parties and HUD will work in good faith to determine which federally imposed requirement is controlling. It is the primary responsibility of the Borrower, with advice of counsel, to determine that it will be able to comply with the HUD Requirements and its obligations under the Restrictive Covenants.

[COUNTERPART SIGNATURE PAGES TO FOLLOW]

Project Name: **City View Apartments**
County, City, State: **Orange County, Orlando, Florida**
HUD Project No: **067-11199**

**HUD RESTRICTIVE COVENANTS RIDER TO
GLOBAL MODIFICATION**

(City View Apartments)

IN WITNESS WHEREOF, the Junior Lender has executed this HUD Restrictive Covenants Rider on the day and year first written above.

WITNESSES

JUNIOR LENDER

CITY OF ORLANDO, a Florida municipal corporation

Print: _____

By: _____

Name: _____

Print: _____

Title: _____

[SEAL]

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by _____, as the _____ of CITY OF ORLANDO, a Florida municipal corporation, on behalf of said corporation. Said person is personally known to me or has produced a valid driver's license as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

Project Name: **City View Apartments**
County, City, State: **Orange County, Orlando, Florida**
HUD Project No: **067-11199**

**HUD RESTRICTIVE COVENANTS RIDER TO
GLOBAL MODIFICATION**

(City View Apartments)

IN WITNESS WHEREOF, Borrower has executed this HUD Restrictive Covenants Rider on the day and year first written above.

WITNESSES

BORROWER

**CHURCH STREET HOUSING
PARTNERS I, LLC**, a Florida limited liability company

Print: _____

By: ONIC-City View, LLC, a Florida limited liability company, its managing member

By: Orlando Neighborhood Improvement Corporation, Inc., a Florida nonprofit corporation, its sole member

Print: _____

By: _____
Robert E. Ansley, Jr., President

STATE OF FLORIDA
COUNTY OF _____

[SEAL]

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Robert E. Ansley, Jr., as President of ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION, INC., a Florida nonprofit corporation (the "Corporation"), the sole member of ONIC-CITY VIEW, LLC, a Florida limited liability company (the "Company"), the general manager of CHURCH STREET HOUSING PARTNERS I, LLC, a Florida limited liability company, on behalf of Corporation and Company. Said person is personally known to me or has produced a valid driver's license as identification

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____