

THIS INSTRUMENT PREPARED  
BY AND RETURN TO:  
Edward A. Storey  
Storey Law Group, P.A.  
3191 Maguire Blvd. Ste 257  
Orlando, FL 32803

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 March 6, 2006 and recorded March 14, 2006 in Official Records Book 8528, Page 3683, of the Public Records of Orange County, Florida (the "Mortgage"); and
- (ii) Declaration of Covenants and Restrictions dated March 6, 2006, and recorded March 14, 2006 in Official Records Book 8528, page 3658, of the Public Records of Orange County, Florida (the "Declaration of Restrictive Covenant");

(this "Amendment"), effective as of \_\_\_\_\_, 2016, is entered into by and among ONIC-HOLLOWBROOK, LLC, a Florida limited liability company ("Borrower") and CITY OF ORLANDO, a Florida municipal corporation (the "Junior Lender").

**RECITALS**

A. On or about March 6, 2006, the Junior Lender issued to the Borrower a loan in the principal amount of THREE HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED EIGHTY NINE AND 00/100 DOLLARS (\$349,889.00) (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 Hollowbrook 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 March 6, 2006 (the "Loan Agreement") and that certain City of Orlando HOME/SHIP Promissory Note dated March 6, 2006 (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 SEVEN MILLION THREE HUNDRED THIRTY SIX THOUSAND AND NO/100 DOLLARS (\$7,336,000.00) 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 \_\_\_\_\_, 2016 (the "Senior Note") and secured by that certain Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement dated as of \_\_\_\_\_, 2016 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 \_\_\_\_\_, 2016 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**

**BORROWER**

**ONIC-HOLLOWBROOK, LLC**, a Florida limited liability company

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

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

By: \_\_\_\_\_  
Robert E. Ansley, Jr., President

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

Borrower's Address: c/o ONIC-HOLLOWBROOK, LLC  
101 South Terry Avenue, Orlando, FL 32805

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

[SEAL]

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Robert E. Ansley, Jr., as President of ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION, INC., a Florida nonprofit corporation (the "Corporation"), the sole member of ONIC-HOLLOWBROOK, LLC, a Florida limited liability company (the "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 \_\_\_\_\_, 2016, 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 HOLLOWBROOK APARTMENTS**

**The Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 22 South, Range 30 East, all of said lands lying and being in Orange County, Florida LESS AND EXCEPT the West 3 acres thereof, acquired by Monterey Baptist Church, by Quit Claim Deed dated June 10, 1965, recorded June 11, 1965, in Official Records Book 1450, page 451, Public Records of Orange County, Florida. ALSO LESS AND EXCEPT the existing right of way of Curry Ford Road lying and being the South 50 feet.**

**ALSO DESCRIBED AS FOLLOWS:**

**That part of the Southeast 1/4 of Section 33, Township 22 South, Range 30 East, Orange County, Florida, described as follows: Beginning at the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 33, run South 00° 00' 17" East, 614.12 feet along the West line of MONTEREY SUBDIVISION UNIT SIX recorded in Plat Book W, page 68, Public Records of Orange County, Florida; thence run North 89° 57' 20" West 466.67 feet along the North line of Curry Ford Road; thence North 00° 00' 17" West, 614.35 feet along the East line of the West 3 acres of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 33; then run South 89° 55' 38" East, 466.67 feet along the South line of MONTEREY SUBDIVISION UNIT FOUR, recorded in Plat Book U, page 51, Public Records of Orange County, Florida, to the Point of Beginning.**

## **EXHIBIT "B"**

**Project Name: HOLLOWBROOK APARTMENTS**

County, City, State: **Orange County, Orlando, Florida**  
HUD Project No: \_\_\_\_\_

### **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 March 6, 2006 (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 March 6, 2006 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 \$349,889.00 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 \_\_\_\_\_, 2016 from Borrower in favor of GREYSTONE FUNDING CORPORATION, a Virginia corporation (herein, the "Senior Lender"), in the original principal amount of \$7,336,000.00 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 \_\_\_\_\_, 2016 from Borrower in favor of Senior Lender, granting a mortgage on the project known as Hollowbrook Apartments, FHA Project No. \_\_\_\_\_ (herein, the "Project"), (iii) that certain Regulatory Agreement for Multifamily Projects (herein, the "Regulatory Agreement") dated \_\_\_\_\_, 2016 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**

**(HOLLOWBROOK APARTMENTS)**

**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 \_\_\_\_\_  
\_\_\_\_\_, 2016, 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  
(HOLLOWBROOK 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**

ONIC-HOLLOWBROOK, LLC, a Florida  
limited liability company

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

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

By: \_\_\_\_\_  
Robert E. Ansley, Jr., President

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

Borrower's Address: c/o ONIC-HOLLOWBROOK, LLC  
101 South Terry Avenue, Orlando, FL 32805

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

[SEAL]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Robert E. Ansley, Jr., as President of ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION, INC., a Florida nonprofit corporation (the "Corporation"), the sole member of ONIC-HOLLOWBROOK, LLC, a Florida limited liability company (the "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.: \_\_\_\_\_

Project Name: **Hollowbrook Apartments**  
County, City, State: **Orange County, Orlando, Florida**  
HUD Project No: \_\_\_\_\_

**HUD RESTRICTIVE COVENANTS RIDER TO  
GLOBAL MODIFICATION**

**(Hollowbrook 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 \_\_\_\_\_, 2016 (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 \$349,889.00 (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 March 6, 2006, 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: **Hollowbrook Apartments**  
County, City, State: **Orange County, Orlando, Florida**  
HUD Project No: \_\_\_\_\_

**HUD RESTRICTIVE COVENANTS RIDER TO  
GLOBAL MODIFICATION**

**(Hollowbrook 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 \_\_\_\_\_, 2016, 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: **Hollowbrook Apartments**  
County, City, State: **Orange County, Orlando, Florida**  
HUD Project No: \_\_\_\_\_

**HUD RESTRICTIVE COVENANTS RIDER TO  
GLOBAL MODIFICATION**

**(Hollowbrook Apartments)**

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

**WITNESSES**

**BORROWER**

**ONIC-HOLLOWBROOK, LLC**, a Florida  
limited liability company

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

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

By: \_\_\_\_\_  
Robert E. Ansley, Jr., President

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

Borrower's Address: c/o ONIC-HOLLOWBROOK, LLC  
101 South Terry Avenue, Orlando, FL 32805

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

[SEAL]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Robert E. Ansley, Jr., as President of ORLANDO NEIGHBORHOOD IMPROVEMENT CORPORATION, INC., a Florida nonprofit corporation (the "Corporation"), the sole member of ONIC-HOLLOWBROOK, LLC, a Florida limited liability company (the "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.: \_\_\_\_\_