

AMENDMENT # 1 TO LEASE AGREEMENT BETWEEN CITY OF ORLANDO AND THE HEALTH CARE CENTER FOR THE HOMELESS, INC.

This AMENDMENT #1 TO LEASE AGREEMENT BETWEEN CITY OF ORLANDO AND THE HEALTH CARE CENTER FOR THE HOMELESS, INC. ("Amendment"), is made and entered into this ____ day of _____, 2014 (the "Effective Date"), by and between the **CITY OF ORLANDO, FLORIDA**, a municipal corporation organized and existing under the laws of the state of Florida (City), and **HEALTH CARE CENTER FOR THE HOMELESS, INC.**, a Florida nonprofit corporation ("Tenant").

RECITALS

A. City and Tenant entered into Lease Agreement Between City of Orlando and the Health Care Center for the Homeless, Inc. dated November 1, 2004 (the "Lease") for the land and improvements located at 1518 37th Street, Orlando, Florida 32805 (the "Leased Premises").

B. The Lease provides for a term expiration date of October 31, 2014, having been extended by renewal options all of which have been exercised.

C. The parties desire to extend the term of the Lease and create additional options to renew, all as set forth in this lease amendment.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are acknowledged by each party to the other, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Lease Extension. The City hereby extends the term of the Lease to and including October 31, 2019, on the same terms and conditions as set forth in the Lease, except to the extent of the modifications provided herein. Additionally, the term of this Lease may be extended upon the mutual agreement of the parties, which may be granted or withheld by either party in that party's sole and absolute discretion for any or no reason, on an annual basis for five (5) individual one (1)-year terms.

3. Representations and Warranties. Each person signing this document on behalf of a party to this agreement represents to the other that he/she has full power and authority to enter into this Lease amendment on such party's behalf, without notice to or consent of any third party.

4. Incorporation of Original Lease Terms. All terms and conditions of the Lease not in conflict herewith are incorporated herein by reference and made a part hereof. To the extent there is an express or implied conflict between the terms and conditions of this Amendment and

the original Lease, the terms and conditions hereof shall control.

IN WITNESS WHEREOF, the City and Tenant have executed this Amendment #1 to take effect as of the Effective Date.

CITY OF ORLANDO, FLORIDA, a Florida
municipal corporation

By: _____
Mayor/Mayor Pro Tem

Attest:

Print Name: _____

By: _____
Alana C. Brenner, City Clerk

Executed on _____, 2014

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the City of Orlando,
Florida, only.

Assistant City Attorney
Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by _____ and Alana C. Brenner, the Mayor/Mayor Pro Tem and City
Clerk respectively of the City of Orlando, Florida, a Florida municipal corporation, on behalf of
the corporation. They are () personally known to me or () have produced
_____ as identification (Photo identification required). (Check one)

Notary Public:
State of Florida at large
Commission expires: _____

HEALTH CARE CENTER FOR THE HOMELESS, INC., a Florida nonprofit corporation

BY: _____

Print Name: _____

Title: _____

Executed on _____, 2014

Witnesses:

(1) Sign: _____

Print: _____

(2) Sign: _____

Print: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of Health Care Center for the Homeless, Inc., a Florida nonprofit corporation, on behalf of the corporation. He is () personally known to me or () has produced _____ as identification (Photo identification required). (Check one)

Notary Public
State of Florida at Large
My commission expires: _____

Affix Seal