

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF
ORLANDO AND LIGHTHOUSE CENTRAL FLORIDA, INC.
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

THIS FIRST AMENDMENT is entered into by and between the **City of Orlando**, a Florida municipal corporation (hereinafter referred to as the “City”) with a principal address of 400 S. Orange Avenue, Orlando, FL, 32801, and **Lighthouse Central Florida, Inc.**, a non-profit Florida corporation, with a principal address of 215 East New Hampshire Street, Orlando, FL, 32804 (hereinafter referred to as “Lighthouse”).

WITNESSETH:

WHEREAS, on September 18, 2014, the City and Lighthouse entered into a CDBG Loan Agreement (hereinafter referred to as the “Agreement”) providing Lighthouse the sum of Three Hundred Thousand Dollars and No 00/100 (\$300,000.00) in FY 2013-2014 CDBG funds to renovate the facility located at 2500 Kunze Avenue, Orlando, Florida (hereinafter referred to as the “Property”) more particularly described on the attached **Exhibit “A”**, so that Lighthouse could serve and support adults with blindness or severe visual impairment and who meet the guidelines as provided by HUD;

WHEREAS, Lighthouse has requested City to waive the requirement to provide a bond for the full amount of the improvements to be completed on the Property in order to reduce expenses;

WHEREAS, City has agreed to waive the bonding requirement so long as Lighthouse fully protects City from any potential loss which could possibly result from doing so;

WHEREAS, if Lighthouse should fail to complete the project in a timely manner without a bond or other security, City may be forced to return the CDBG funds to HUD;

WHEREAS, for these reasons Lighthouse has agreed to provide City with a letter of credit on the terms and conditions described in this Amendment; and

WHEREAS, the parties also desire to amend the Agreement to allow Lighthouse additional time to construct the project.

NOW THEREFORE, in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lighthouse agree as follows:

1. Section One, Paragraph 5 entitled “Goals and Performance Measures, Implementation Schedule” shall be amended so that permits shall be pulled by March 1, 2015 and construction of the Project shall be complete by June 30, 2015.

2. Section One, Paragraph 8 is amended to delete the last sentence and substitute in its place the following:

“Lighthouse must return any unused funds and reimburse City for any previously disbursed funds as City may so require in its sole and absolute discretion, within 5 days of the Housing Director’s written request.”

3. Section Six, Paragraph 3 is amended by inserting after the first subparagraph, the following new subparagraphs:

“Lighthouse shall provide City a Letter of Credit in the amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) in form and substance acceptable to City, providing that should Lighthouse commit an Event of Default as described in this Agreement, City may draw on the Letter of Credit all sums it has previously advanced to or on behalf of Lighthouse.

If Lighthouse acts in a manner that City concludes Lighthouse has created an Event of Default, as determined by City in its sole and absolute discretion, City may draw on the Letter of Credit to recover funds advanced even if Lighthouse may have properly utilized some of the funds.

Lighthouse hereby agrees to hold harmless, indemnify and defend City from all liability and loss City may suffer as a result of Lighthouse’s making any claim against City arising out of City’s drawing on the Letter of Credit, retention of such funds or otherwise.”

5. The last two sentences in paragraph numbered one (1) under Method of Payment contained in Exhibit “H” are deleted and replaced with the following:

“However, at that end of three months from the date of signing this Amendment, at least 50% of the available allocation shall have been requested and Lighthouse shall have shall have completed at least half of the renovation. If less than 50% of funds have been expended, the Director or her designee shall request a written explanation and may amend this Agreement to adjust the allocation.”

6. Except as set forth herein, all terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, the parties have executed this First Amendment on the ____ day of _____, 2015.

ATTEST:

CITY OF ORLANDO, FLORIDA, a municipal corporation, organized and existing under the laws of State of Florida

By: _____
Alana Brenner, City Clerk

By: _____
Mayor / Mayor Pro Tem

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing was acknowledged before me this ___ day of _____, 2015 by _____, Mayor Pro Tem and _____, City Clerk, who is personally known to me who did (did not) take an oath.

Name
Notary Public
Serial Number: _____
My Commission Expires: _____

LIGHTHOUSE CENTRAL FLORIDA, INC.
a Florida non-profit corporation
(Corporate Seal)

By: _____
Lee Nasehi, President

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING AGREEMENT was acknowledged before me this _____ day of _____, 2015, by Lee Nasehi, as President of Lighthouse Central Florida, Inc., a Florida non-profit corporation. He/She is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Print Name: _____

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

_____, 2015.

Chief Assistant City Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 1, CAROLSTAN PROPERTIES, according to the map or plat thereof as recorded in Plat Book 39, Page 95, Public Records of Orange County, Florida.

Parcel Identification Number: 02-23-29-1185-00-010