

**Addendum to Community Development Block Grant (CDBG) Program Agreement  
Between the City of Orlando, Florida and Health Care Center for the Homeless, Inc.**

This addendum (this "Addendum") dated \_\_\_\_\_, 2018 is by and between the City of Orlando, a Florida municipal corporation (the "City"), and Health Care Center for the Homeless, Inc., a Florida not for profit corporation (the "Center"), to supplement the terms of the Community Development Block Grant (CDBG) Program Agreement attached as Exhibit A hereto between the City and the Center dated as of October 27, 2016 (the "CDBG Agreement"). The CDBG Agreement and this Addendum are to be read together to constitute the complete understanding between the City and the Center.

WHEREAS, conditioned upon the terms contained in the CDBG Agreement, the City provided a loan to the Center in the amount of \$575,000 (the "City Loan");

WHEREAS, the Center used the proceeds of the City Loan to acquire certain real property located at 4426 Old Winter Garden Road, Orlando, Florida 32811 (the "Project Property"), upon which will be built a 12,000 square foot comprehensive health care facility to provide primary and preventative medical, dental, behavioral health, and pharmacy services to the homeless and other low- and moderate-income persons (the "Project");

WHEREAS, as a condition precedent to receiving the City Loan, the Center executed (a) a promissory note in the amount of \$575,000 in favor of the City dated as of \_\_\_\_\_, 2016 (the "Note"), (b) a Mortgage and Security Agreement dated as of \_\_\_\_\_, 2016 (the "Mortgage") encumbering the Project Property, and (c) a Declaration of Restrictive Covenant - CDBG Use Restriction dated as of \_\_\_\_\_, 2016 encumbering the Project Property (the "Original Declaration" and together with the CDBG Agreement, Mortgage and the Note, the "Loan Documents");

WHEREAS, the Center desires to transfer the fee ownership of the Project Property to HCCH Holding Corporation, which will be structured as a supporting nonprofit corporation to the Center and will apply for such status under Section 501(c)(3) of the Internal Revenue Code ("Hold Co.");

WHEREAS, immediately upon the transfer of the fee ownership of the Project Property to Hold Co., Hold Co. shall enter into a lease agreement whereby the Center will lease the Project Property and all improvements thereon from Hold Co. for a term of no fewer than twenty (20) years (the "Lease Agreement");

WHEREAS, the City and the Center desire that the following covenants, terms, and conditions shall be part of and shall modify or supplement each of the Loan Documents evidencing, securing, or governing the City Loan as set forth in this Addendum.

NOW, THEREFORE, in consideration of executing and delivering the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Project Property. Notwithstanding anything to the contrary contained in the Loan Documents, the Center may transfer fee ownership of the Project Property to Hold

Co. (the “Property Transfer”), and the City consents to the Property Transfer subject to the terms and conditions of this Addendum. The date upon which such Property Transfer occurs shall be hereinafter referred to as the “Property Transfer Date”.

2. Operation of the Project Property. Following the Property Transfer Date, Center represents and warrants that Hold Co. shall construct the Project upon the Project Property and will lease the Project Property and all improvements thereon to the Center for the operation of the Project pursuant to the Lease Agreement. The Project Property will be used to provide comprehensive health care services such as primary and preventative medical, dental, behavioral health, and pharmacy services for the homeless and other low- and moderate- income persons for a no fewer than five year period beginning on the date that the Project has been completed and the use of the Project to provide comprehensive health care services for the homeless and other low- and moderate-income persons commences (the “Use Period”). In furtherance of the foregoing, on or immediately following the Property Transfer Date, Hold Co. shall record a Declaration of Restrictive Covenant on the Project Property in favor of the City and Orange County, Florida in the form attached hereto as ***Exhibit B*** (the “Revised Declaration”).

3. Release of Mortgage and Existing Restrictive Covenant. Notwithstanding anything to the contrary contained in the Loan Documents, on or prior to the Property Transfer Date, the City shall (a) release and terminate its security interest in the Project Property, including the Mortgage, (b) release and terminate the Original Declaration, and (c) execute and facilitate any documentation reasonably necessary to evidence the termination of the foregoing and the City’s consent to the Property Transfer.

4. Center Obligations. The Center shall continue to be fully obligated under the requirements of the CDBG Agreement, as modified by this Addendum.

5. CDBG Agreement. Except as specifically set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. This Addendum may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute the agreement of the parties.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have signed this Addendum on the date first above set forth.

CENTER:

HEALTH CARE CENTER FOR THE  
HOMELESS, INC., a Florida non-profit corporation

By: \_\_\_\_\_  
Bakari F. Burns, President

Date: \_\_\_\_\_

CITY:

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

By: \_\_\_\_\_

Date: \_\_\_\_\_