

**NINTH AMENDMENT
TO
LAND DISPOSITION, DEVELOPMENT AND MANAGEMENT AGREEMENT
(DEVELOPMENT AGREEMENT)**

THIS NINTH AMENDMENT to the Development Agreement ("Ninth Amendment") is entered into this 21st day of April, 2015 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation whose Post Office address is P.O. Drawer 14250, Fort Lauderdale, Florida 33302-4250 ("City")

and

MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation, 9 NW 4th Avenue, Suite A, Dania Beach, FL 33004 ("Developer/Assignor")

and

VILLAGE OF THE ARTS, LTD., a Florida limited partnership, whose address is 9 N.W. 4th Avenue, Suite A, Dania Beach, FL 33004 ("Developer/Assignee")

and

MILTON L. JONES, JR. and **BARBARA H. JONES**, ("Principals"), whose address is 9 N.W. 4th Avenue, Suite A, Dania Beach, FL 33004

RECITALS

A. All defined terms herein shall have the same meaning as in the Land Disposition, Development and Management Agreement dated February 5, 2008 ("Development Agreement"), unless otherwise defined herein.

B. On February 5, 2008, City and Developer/Assignor entered into a Development Agreement for the conveyance, development and management of Property described therein.

C. On June 1, 2010, City and Developer/Assignor, entered into a First Amendment to the Development Agreement, which, among other matters permitted the Property to be developed in two Phases, Phase I Project and Phase II Project.

D. Phase II Project under the First Amendment was to be developed as a Mixed Use Development on Parcel No. 2, consisting of a five (5) story structure with ground floor retail uses of no less than 7,500 square feet, pool and pool deck area, health club, club room, administrative offices, 103 residential units and a five level parking garage with 232 parking spaces (of which 14 spaces shall be on street parking on N. W. 5th Court), including 7 handicap parking spaces.

E. On December 21, 2010, City and Developer/Assignor entered into a Second Amendment to the Development Agreement, which, among other matters amended the Project Development Schedule.

F. On March 1, 2011, City and Developer/Assignor entered into a Third Amendment to the Development Agreement, which, among other matters amended the Project Development Schedule and amended the definition of "Permitted Delay."

G. On June 7, 2011, pursuant to Article 19 of the Development Agreement, Developer/Assignor secured from the City approval of an Assignment of Rights and Assumption of Obligations under Development Agreement and Consent for Phase I Project to MJDC AOA, LLC, a Florida limited liability company.

H. On June 7, 2011, pursuant to Article 19 of the Development Agreement, Developer/Assignor and Developer/Assignee entered into an Assignment of Rights and Assumption of Obligations under Development Agreement and Consent for Phase II Project with the joinder and consent of Principals and the conditional consent of the City ("Original Assignment and Assumption"), which Original Assignment and Assumption was amended and restated by City, Developer/Assignor, Developer/Assignee and Principals in that certain First Amended and Restated Assignment of Rights and Assumption of Obligations under Development Agreement and Conditional Consent dated February 7, 2012 for Phase II Project ("First Amended and Restated Assignment and Assumption"), which First Amended and Restated Assignment and Assumption was amended and restated by City, Developer/Assignor, Developer/Assignee and Principals in that certain Second Amended and Restated Assignment of Rights and Assumption of Obligations under Development Agreement and Conditional Consent dated July 2, 2013 for Phase II Project ("Second Amended and Restated Assignment and Assumption"), which Second Amended and Restated Assignment and Assumption was amended and restated by City, Developer/Assignor, Developer/Assignee and Principals in that certain Third Amended and Restated Assignment of Rights and Assumption of Obligations under Development Agreement and Conditional Consent dated October 15, 2013 for Phase II Project ("Third Amended and Restated Assignment and Assumption"), which Third Amended and Restated Assignment and Assumption was amended and restated by City, Developer/Assignor, Developer/Assignee and Principals in that certain Fourth Amended and Restated Assignment of Rights and Assumption of Obligations under Development Agreement and Conditional Consent dated April 21, 2015.

I. On July 6, 2011, City, Developer/Assignor and MJDC AOA, LLC, a Florida limited liability company entered into a Fourth Amendment to the Development Agreement ("Original Fourth Amendment"), which, among other matters amended certain definitions and the Permitted Uses which Original Fourth Amendment was amended and restated on February 7, 2012 by City, Developer/Assignor, MJDC AOA, LLC, a Florida limited liability company and Developer/Assignee in that certain First Amended and Restated Fourth Amendment to the Development Agreement.

J. On October 25, 2011, pursuant to the terms of the Development Agreement, City conveyed Phase I Project by Quit Claim Deed to MJDC AOA, LLC, a Florida limited liability company, subject to a Declaration of Restrictive Covenants.

K. On February 7, 2012, City, Developer/Assignor, Developer/Assignee and Principals entered into a Fifth Amendment to the Development Agreement ("Original Fifth

Amendment") which amended Section 20.02 entitled "Specific Remedies" which Original Fifth Amendment was amended and restated on October 15, 2013 by City, Developer/Assignor, Developer/Assignee and Principals by that certain First Amended and Restated Fifth Amendment to Development Agreement.

L. On June 19, 2012, City and MJDC AOA, LLC, a Florida limited liability company entered into a Sixth Amendment to the Development Agreement, which, among other matters amended defined terms with respect to "Project, Phase I or Phase I Project."

M. On July 2, 2013, City, Developer/Assignor, Developer/Assignee and Principals entered into a Seventh Amendment to the Development Agreement ("Original Seventh Amendment") for the purpose of amending the Project Development Schedule which Original Seventh Amendment was amended and restated on October 15, 2013 by City, Developer/Assignor, Developer/Assignee and Principals by that certain First Amended and Restated Seventh Amendment to Development Agreement.

N. On October 15, 2013, City, Developer/Assignor, Developer/Assignee and Principals entered into a Eighth Amendment to the Development Agreement ("Eighth Amendment") for the purpose of amending the definition of "*Mixed Use Development*."

O. With respect to development of Phase II of the Project, Developer/Assignee is in the process of applying for certain tax credit financing and is in need of amending (i) the definition of "*Mixed Use Development*", and (ii) the Project Development Schedule to be consistent with the development time lines under the tax credit financing programs.

P. City staff has reviewed the proposed amendment to the Project Development Schedule and recommends approval thereof and authorization for execution of this Ninth Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable considerations, the receipt and sufficiency of which is hereby stipulated, the parties agree as follows:

1. **The foregoing recitals are true and correct.**

2. **The Development Agreement, Section 1.02, entitled "Definitions" is hereby amended to read as follows:**

1.02 Definitions. The terms defined in this Article I shall have the following meanings in the Development Agreement, unless the context of or use indicates another or different meaning:

. . . .

Mixed Use Development means a development that includes a mixture of residential dwelling units and commercial/retail sales, service or office uses. The Mixed Use Development may consist of both commercial and retail sales, service or office uses and residential uses located in one building or in separate buildings on the same development parcel. In the event of a conflict between the terms hereof and terms set forth in the ULDR for a Mixed Use Development, then the terms set forth in the ULDR shall prevail and supercede over any conflicting

terms set forth above. Mixed Use Development shall be in the Phase II of the Project on Parcel No. 2, consisting of, a seven (7) story structure with ground floor retail uses of no less than 7,500 square feet, pool and pool deck area, health club, club room, administrative offices, 104 residential units and a five level parking garage with 232 parking spaces (of which 14 spaces shall be on-street parking on N. W. 5th Court), including 7 handicap parking spaces.

3. The Development Agreement, Exhibit "G" entitled Project Development Schedule is hereby amended to read as set forth in the attached Exhibit "G" to this Ninth Amendment. In the event and to the extent that there is any conflict between the dates upon which certain events described in the Project Development Schedule should occur and dates upon which certain events described in the text of the Development Agreement should occur, then the dates upon which certain events described in the Project Development Schedule should occur shall supersede and prevail over any such conflicting dates upon which certain events described in the text of the Development Agreement should occur including, but not limited to, such dates that are condition precedent to Closing on Parcel No. 2 in Section 6.02 of the Development Agreement.

4. In the event DEVELOPER fails to secure tax credit financing through the Florida Housing Finance Corporation by September 1, 2016, then through this Ninth Amendment, the parties agree that from that date forward CITY will have the authority to terminate the Development Agreement upon ninety (90) days advance written notice to DEVELOPER, provided that DEVELOPER has not secured a Firm Financing Commitment for Phase II prior to the delivery of such notice. Upon delivery of such notice, this Development Agreement shall be terminated, become null and void and of no further force and effect at the end of the ninety (90) day period.

5. **Conflict.** In the event and to the extent that there is any conflict between the terms and conditions of the Development Agreement, as previously amended and the terms and conditions of the Ninth Amendment, then the terms and conditions of this Ninth Amendment shall supersede and prevail over any such conflicting terms in the underlying Development Agreement, as previously amended.

6. **Ratify and Confirm.** In all other respects, the parties ratify and confirm this Development Agreement, as amended.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler, Mayor

[Witness print or type name]

[Witness print or type name]

(CORPORATE SEAL)

Lee R. Feldman, City Manager

ATTEST:

Jonda Joseph, City Clerk

APPROVED AS TO FORM:

Robert B. Dunckel,
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2015, by JOHN P. "JACK" SEILER, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2015, by LEE R. FELDMAN, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

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G:\rbd office\2015\Development Agreement\Milt Jones NW\9 AM.b (clean).docx

Developer/Assignor:

MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation

By:

Milton L. Jones, Jr., President

WITNESSES:

[Witness type or print name]

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Milton L. Jones, Jr., President of MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation. He is personally known to me or has produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

Developer/Assignee:

VILLAGE OF THE ARTS, LTD., a Florida limited partnership

By: MJDC VOA, Inc., a Florida corporation, as General Partner of Village Of The Arts, Ltd.

By: _____
Milton L. Jones, Jr., President

WITNESSES:

[Witness type or print name]

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by Milton L. Jones, Jr., President of MJDC VOA, Inc., a Florida corporation, General Partner of VILLAGE OF THE ARTS, LTD., a Florida limited partnership. He is personally known to me or has produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

**JOINDER AND CONSENT
OF
PRINCIPALS**

BY EXECUTION HEREOF, the undersigned Principals do hereby evidence their Joinder and Consent to the execution of this Agreement as amended by the Ninth Amendment and agree to the limitations on Principals as set forth in Article 19, Restrictions on Assignment and Transfer and Article 21, Restrictions on Use; Declaration of Restrictive Covenants.

IN WITNESS OF THE FOREGOING, the Principals have set their hands and seals the day and year first written above.

WITNESSES:

MILTON L. JONES, JR.

[Witness type or print name]

BARBARA H. JONES

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 2015, by MILTON L. JONES, JR. and BARBARA H. JONES. They are personally known to me or have produced _____ as identification.

Witness my hand and official seal in the County and State last aforesaid this ____ day of _____, 2015.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number

EXHIBIT "G"

PROJECT DEVELOPMENT SCHEDULE

(Additions are indicated by underline; deletions by ~~strikeout~~.)

Note 1: This Schedule is expressed in terms of the number of months after the Effective Date. For example the Effective Date is 03/01/08. Month #1 would correspond to 04/01/08, assuming no "Permitted Delays." Times expressed in Months are measured from the Effective Date, subject to extension for Permitted Delays, unless otherwise specified.

Note 2: Months expressed in the "Date/Month" column followed by a superscript¹ are "projected dates." See Sec. 3.08 (a). In the event of a conflict between a time-frame expressed as a "projected date" and a time-frame expressed in the "Description" column, then time-frames expressed in the "Description" column prevail and control over the corresponding "projected dates."

Note 3: Wherever a date indicated in the "Date/Month" column is intended to be governed by a preceding time-frame expressed in the "Description" column (e.g. Three months after securing all zoning Development Permits), then the preceding event is deemed to occur on the 1st day of the month next after the event occurs. For example, if the event occurred on 03/21/09, for the purpose of the Project Development Schedule, the event is deemed to have occurred on 04/01/09. Accordingly, if the next event is to take place within 2 months of the preceding event, under this example, the next event must occur 06/01/09.

Note 4: All times are automatically tolled under the Development Agreement during the process of amending the Annual Action Plan and getting HUD approval.

Note 5: This Project Development Schedule is for a single-phase or two-phase construction.

Note 6: Project Progress Reports are due January 15th, April 15th, July 15th and October 15th of each calendar quarter from the Closing Date through to Construction Completion Certificate. § 10.03.

<u>Date/Month</u>	<u>Description</u>
02/05/2008	Approval of Development Agreement by City Commission
04/01/2009	Effective Date
05/15/2009	Submit documents evidencing the status of title to Parcel No. 2 pursuant to § 3.05
06/01/2009	End of Due Diligence Period. § 5.04.
06/08/2009	End of Right to Cancel Period. § 5.06.

- 14th month¹ Secure approval of modifications to Concept Site Plan Project Phase I & II.
- 15th month¹ Executed Lease Agreement with Grocery Store. § 1.08 (b).
- 16th month¹ Submit applications for Development Permits for Project Phase I (i.e. street vacation, site plan approval, plat amendments, etc.) § 3.07. [Two (2) months after securing approval of modifications to Concept Site Plan.]
- 16th month¹ Submit application for D.R.C. review for Project Phase I. § 8.01 (c) (1). [Two (2) months after securing approval of modifications to Concept Site Plan.]
- 19th month¹ File with Planning & Zoning Board for Development Permit reviews and recommendations for Project Phase I. § 8.01 (c) (2). [Three (3) months after submitting application for D.R.C. review.]
- 20th month Planning & Zoning Board Hearing on Project Phase I.
- 21st month¹ Secure all Development Permits for Project Phase I [One month after P&Z hearing]
- 22nd month¹ Submit plans for Building Permits for Project Phase I. [Two (2) months after securing all zoning Development Permits.]
- 23rd month **Secure Firm Financing Commitment for Project Phase I. § 7.01**
- 24th month¹ Secure Building Permits "but for" payment of Building Permit Fees for Project Phase I. [Two (2) months after submitting plans for Building Permits.]
- 25th month¹ **Closing Date on Parcel 1A / Project Phase I. [Four (4) months after securing the Firm Financing Commitment.]**
- 25th month¹ **Date construction commences / Commencement Date Project Phase I. § 10.02 [Fifteen (15) days after Closing Date.]**
- 25th month¹ Submission of construction flow-charts to City for Project Phase I § 10.02. [Fifteen (15) days after Closing Date.]
- 42nd month¹ **Certificate of Occupancy for Grocery Store and Shopping Center parking lot and infrastructure. [Twelve (12) months after Closing Date].**

116 th 67 th month ¹	Submit application for Development Permits (i.e. street vacation, site plan approval, allocation of dwelling units, plat amendments, etc.) Project Phase II § 3.07.	Formatted: Superscript
116 th 67 th month	Submit application for D.R.C. review. Project Phase II. § 8.01 (c) (1).	Formatted: Superscript
58 th month	Certificate of Occupancy and Certificate of Completion for retail and Bank at North end of Shopping Center. [Eighteen (18) months after Closing Date I.]	
114 th month ¹	Secure Firm Financing Commitment – Project Phase II.	
119 th 70 th month ¹	File with Planning & Zoning Board for Development Permit reviews and recommendations. Project Phase II. § 8.01 (c)(2) [Two (2) months after submitting application for D.R.C. review.]	Formatted: Superscript
121 st 72 nd month ¹	Planning & Zoning Board Site Plan Level III Hearing on Project Phase II.	Formatted: Superscript
122 nd 73 rd month ¹	Secure all Development Permits Project Phase II [Six (6) months after submitting applications for Development Permits.]	Formatted: Superscript
125 th 76 th month ¹	Submit plans for Building Permits – Project Phase II. [Three (3) months after securing all Development Permits.]	Formatted: Superscript
127 th 78 th month ¹	Secure Building Permits “but for” payment of Building Permit Fees - Project Phase II [Two (2) months after submitting plans for Building Permits.]	Formatted: Superscript
128 th 79 th month ¹	Closing Date – Project Phase II – Parcel No. 2. [Four (4) months after securing the Firm Financing Commitment.]	Formatted: Superscript
128 th 79 th month ¹	Date construction commences – Project Phase II. § 10.02 [Fifteen (15) days after Closing Date.]	Formatted: Superscript
128 th 79 th month ¹	Submission of construction flow-charts to City – Project Phase II. § 10.02. [Fifteen (15) days after Closing Date.]	Formatted: Superscript
148 th 99 th month ¹	Certificate of Occupancy and Certificate of Completion for Project Phase II. Construction Completion Certificate.	Formatted: Superscript

§ 10.08. [Eighteen (18) months after date construction commence – Project Phase II.]

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- 21st month¹ Secure all Development Permits for Project Phase I [One month after P&Z hearing]
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- 25th month¹ Closing Date on Parcel 1A / Project Phase I. [Four (4) months after securing the Firm Financing Commitment.]**
- 25th month¹ Date construction commences / Commencement Date Project Phase I. § 10.02 [Fifteen (15) days after Closing Date.]**
- 25th month¹ Submission of construction flow-charts to City for Project Phase I § 10.02. [Fifteen (15) days after Closing Date.]
- 42nd month¹ Certificate of Occupancy for Grocery Store and Shopping Center parking lot and infrastructure. [Twelve (12) months after Closing Date].**

- 116th month¹ Submit application for Development Permits (i.e. street vacation, site plan approval, allocation of dwelling units, plat amendments, etc.) Project Phase II § 3.07.
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- 114th month¹** **Secure Firm Financing Commitment – Project Phase II.**
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- 121st month¹ Planning & Zoning Board Site Plan Level III Hearing on Project Phase II.
- 122nd month¹ Secure all Development Permits Project Phase II [Six (6) months after submitting applications for Development Permits.]
- 125th month¹ Submit plans for Building Permits – Project Phase II. [Three (3) months after securing all Development Permits.]
- 127th month¹ Secure Building Permits “but for” payment of Building Permit Fees - Project Phase II [Two (2) months after submitting plans for Building Permits.]
- 128th month¹** **Closing Date – Project Phase II – Parcel No. 2. [Four (4) months after securing the Firm Financing Commitment.]**
- 128th month¹** **Date construction commences – Project Phase II. § 10.02 [Fifteen (15) days after Closing Date.]**
- 128th month¹ Submission of construction flow-charts to City – Project Phase II. § 10.02. [Fifteen (15) days after Closing Date.]

148th month¹

**Certificate of Occupancy and Certificate of Completion for
Project Phase II. Construction Completion Certificate.**

**§ 10.08. [Eighteen (18) months after date construction
commence – Project Phase II.]**

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