

**FIRST AMENDMENT AND JOINDER TO
AGREEMENT**

This First Amendment and Joinder to Home Investment Partnership Grant Community Housing Development Organization (CHDO) Agreement (FY 2007-2008) (this "**Amendment**") is made this 3rd day of September, 2015 between and among:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (the "**City**")

and

HOUSING ENTERPRISES OF FORT LAUDERDALE, FLORIDA, INC., a non-profit corporation organized under the laws of the State of Florida (the "**Withdrawing Participant**")

and

HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, a public body corporate and politic, pursuant to the authority granted in Section 421.08, Florida Statutes (the "**Joining Participant**")

RECITALS

WHEREAS, the City and the Withdrawing Participant are party to that certain Home Investment Partnership Grant Community Housing Development Organization (CHDO) Agreement (FY 2007-2008) dated as of December 6, 2008 (the "**Agreement**"); and

WHEREAS, the City and the Withdrawing Participant desire to amend the Agreement as set forth herein; and

WHEREAS, effective as of the date hereof, the Withdrawing Participant is conveying certain real property located in the City of Fort Lauderdale, Florida and further described on Exhibit A attached hereto and made a part hereof (the "**HOME Property**") to Joining Participant; and

WHEREAS, the HOME Property was previously acquired by the Withdrawing Participant using funds received from the City pursuant to the Agreement; and

WHEREAS, as a condition to the sale of the HOME Property, the City and the Withdrawing Participant desire to make the Joining Participant a party to the Agreement, as amended by this Amendment, and the Joining Participant desires to become a party to the Agreement, as amended by this Amendment, upon the withdrawal of the Withdrawing Participant from the Agreement, subject to the terms and conditions of this Amendment.

AGREEMENT

NOW THEREFORE, with the intent to be legally bound, the parties hereto agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined will have the meanings given to them in the Agreement.

2. Withdrawal of Withdrawing Participant; Appointment and Acceptances. Withdrawing Participant desires to withdraw as "Participant" under the Agreement, and City hereby accepts such withdrawal effective as of the date hereof and the City agrees that the Withdrawing Participant shall be responsible under the Agreement only for acts, omissions or the state of affairs occurring prior to the date hereof. In connection with the foregoing, City hereby appoints Joining Participant to act from and after the date hereof as Participant, and Joining Participant accepts such appointment. Effective as of the date hereof, Joining Participant hereby joins in and becomes party to the Agreement, as amended by this Amendment, as Participant. By executing this Amendment, the Joining Participant (a) acknowledges that it has received a copy of the Agreement; and (b) agrees to be bound by all of the provisions of the Agreement, as amended by this Amendment. Notwithstanding anything to the contrary contained in the Agreement, the City acknowledges and agrees that the withdrawal of the Withdrawing Participant from the Agreement and the joinder of the Joining Participant to the Agreement shall not violate or constitute a breach of or an event of default under the Agreement. For purposes of Section 7.5(b) of the Agreement, the address of the Joining Participant is as follows:

Housing Authority of the City of Fort Lauderdale
437 SW 4th Avenue
Fort Lauderdale, FL 33315
Attn: Executive Director

3. Consent to HOME Property Transfers. Notwithstanding anything in the Agreement to the contrary, the City acknowledges, agrees and consents to the transfer of the HOME Property to the Joining Participant. The City further acknowledges, agrees and consents to the long-term ground lease of the HOME Property from the Joining Participant to Northwest Properties V, Ltd., a Florida limited partnership (the "**Partnership**"), for the purposes of the undertaking construction, development and revitalization activities on the HOME Property in accordance with the Agreement. The City acknowledges and agrees that the transfer of the HOME Property to the Joining Participant and the subsequent long-term ground lease of the HOME Property to the Partnership shall not violate or constitute a breach of or an event of default under the Agreement.

4. Amendment to Article VII. Article VII of the Agreement is hereby amended to add the following terms to the end of such article:

"No termination of this Agreement shall occur as a result of Participant's transfer of any property acquired with HOME Program funds by long-term ground lease to Northwest Properties V, Ltd., a Florida limited partnership, for the purposes of carrying out Participant's obligations under this Agreement, provided, however that the property and the affordable housing developed thereon shall remain subject to the restrictions contained in the Agreement for the remainder of the period set forth therein."

5. Conflicting Provisions. The provisions of this Amendment shall supersede any conflicting provisions in the Agreement. Otherwise, all other terms and provisions of the Agreement shall remain as written and in full force and effect. Except as expressly provided herein, this Amendment shall not constitute an amendment, waiver, consent or release with respect to any provision of the Agreement, a waiver of any default thereunder or release of any of the City's, the Withdrawing Participant's or the Joining Participant's rights and remedies.

6. Successors and Assigns. This Amendment shall be binding upon and inure to the benefit of the City, the Withdrawing Participant, the Joining Participant and their respective successors and assigns.

7. Counterparts. This Amendment may be executed in counterparts and all such counterparts shall be deemed to be originals and together shall constitute one and the same instrument.

8. Defined Terms. Capitalized terms not otherwise defined herein shall have the same meaning given to such defined term in the Agreement.

[Signature Page Follows]

SIGNATURE PAGE
TO
FIRST AMENDMENT AND JOINDER TO AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment and Joinder to Agreement as of the date first written above.

WITNESSES:

Jeanette A. Johnson
Jeanette A. Johnson

[Witness type or print name]

[Signature]

[Signature]

[Witness type or print name]

CITY OF FORT WALDERDALE

By: [Signature]
John P. "Jack" Seiler, Mayor

By: [Signature]
Lee R. Feldman, City Manager

ATTEST:

[Signature]

City Clerk

(CORPORATE SEAL)

Approved as to form:

[Signature]
~~Robert B. Dunkel~~, Lynn Solomon
Assistant City Attorney

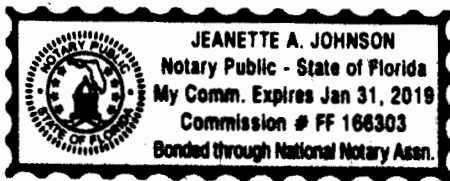
[Signatures continue on next page]

SIGNATURE PAGE
TO
FIRST AMENDMENT AND JOINDER TO AGREEMENT

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me this 16th day of September, 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)



Jeanette A. Johnson
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Jeanette A. Johnson
Name of Notary Typed,
Printed or Stamped

My Commission Expires: 1/31/19

Commission Number FF 166303

STATE OF FLORIDA)
) ss.
COUNTY OF BROWARD)

This instrument was acknowledged before me this 15 day of September, 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)

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

Name of Notary Typed,
Printed or Stamped



MEREDITH SHUSTER
MY COMMISSION # FF 085190
EXPIRES: February 28, 2018
Bonded Thru Budget Notary Services

My Commission Expires:

Commission Number

[Signatures continue on next page]

Exhibit A

HOME PROPERTY

Lot 7, Block "B", Home Beautiful Park Subdivision, according to the Plat thereof, as recorded in Plat Book 2, at Page 47, of the Public Records of Broward County, Florida.

A/K/A 1212 NW 7th Street, Fort Lauderdale, FL 33312.

Broward County Tax Folio No. 5042-04-04-0220.