

DOCUMENT ROUTING FORM

456 each 10/23/13 - CMO 16 originals 11/6/13

NAME OF DOCUMENT:

VILLAGE OF THE ARTS / MILT JONES DEV AGREEMENT;
1ST AMENDED & RESTATED 5TH AMENDMENT TO DEV AGR
1ST AMENDED & RESTATED 7TH AMENDMENT TO DEV AGR
3RD AMENDED & RESTATED ASSIGNMENT OF RIGHTS
8TH AMENDMENT TO DEVELOPMENT AGREEMENT

456 each

Approved Comm. Mtg. on October 15, 2013 CAR#13-1274

ITEM: M- PH - O - CR-7 R-

Routing Origin: CAO ENG. COMM. DEV. OTHER _____

Also attached: copy of CAR copy of document ACM Form # _____ originals

By: _____ forwarded to: _____
Initials

1.) Approved as to Content: *[Signature]*
Department Director

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by _____ Date: _____
Finance Director

Amount Required by Contract/Agreement \$ _____ Dept./Div. _____

FUNDING SOURCE: Index/Sub-object _____ Project # _____

3.) City Attorney's Office: Approved as to Form # _____ Originals to City Mgr. By: _____

Harry A. Stewart	_____	Cole Copertino	_____	Robert B. Dunckel	<u>XX</u>
Ginger Wald	_____	D'Wayne Spence	_____	Paul G. Bangel	_____
Carrie Sarver	_____	DJ Williams-Persad	_____		

4.) Approved as to content: Assistant City Manager:

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

2013 OCT 16 PM 2: 17
CITY ATTORNEY'S OFFICE

5.) City Manager: Please sign as indicated and forward # _____ originals to Mayor.

6.) Mayor: Please sign as indicated and forward # _____ originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

of each agreement 3# Bob Dunckel

8.) City Clerk: retains one original document and forwards 3# original documents to Bob Dunckel

Copy of document to _____ Original Route form to _____

Attach _____ certified copies of Reso. # _____ Fill-in date

11/1 RCL

**FIRST AMENDED AND RESTATED FIFTH AMENDMENT
TO
LAND DISPOSITION, DEVELOPMENT AND MANAGEMENT AGREEMENT
(DEVELOPMENT AGREEMENT)**

THIS FIRST AMENDED AND RESTATED FIFTH AMENDMENT to the Development Agreement ("First Amended and Restated Fifth Amendment") is entered into this 15th day of October, 2013 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, 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. 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.



E. 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.

F. On June 7, 2011, pursuant to Article 19 of the Development Agreement Developer/Assignor secured from the City conditional consent of an Assignment of Rights and Assumption of Obligations under Development Agreement and Consent for Phase II Project ("Original Assignment and Assumption") to Developer/Assignee, such approval being subject to a condition subsequent that in the event the Developer/Assignee fails to demonstrate on or before June 30, 2012 sufficient Financial Capacity and a Firm Financing Commitment when combined with an award of tax credits for the development of Phase II Project, then the conditional consent automatically, without further action, becomes null and void and no further force and effect.

G. On February 7, 2012, City, Developer/Assignor, Developer/Assignee and Principals entered into a Fifth Amendment to the Development Agreement ("Original Fifth Amendment") for the purpose of making the Development Agreement a Qualified Contract as defined in the 2011 Universal Application Instructions.

H. On February 7, 2012, simultaneous with the Original Fifth Amendment, Developer/Assignor and Developer/Assignee entered into the First Amended and Restated Assignment Of Rights And Assumption Of Obligations Under Development Agreement and Conditional Consent with the City's conditional consent the purpose of which was to (i) correct a scrivener's error in the Original Assignment and Assumption; and (ii) extend the conditional consent of the City in which the Developer/Assignee can demonstrate sufficient Financial Capacity and a Firm Financing Commitment combined with an award of tax credits for the development of Phase II Project to December 31, 2012.

I. As of February 7, 2012, Developer/Assignee has not demonstrated sufficient Financial Capacity for the development of Phase II Project and therefore both Developer/Assignor and Developer/Assignee have an equitable interest under the Development Agreement as to the Phase II Project.

J. On December 6, 2011, Developer/Assignee applied for tax credits to the Florida Housing Finance Corporation ("FHFC")

K. FHFC has issued the Scoring Summary Report on Phase II Project.

L. Phase II Project did not meet threshold on the Scoring Summary Report of FHFC for Evidence of Site Control as defined in the 2011 Universal Application Instructions because the Development Agreement does not specifically state that Developer/Assignee's remedy for default on the part of the City, as Seller includes or is specific performance.

M. One of the ways to provide Evidence of Site Control is a "Qualified Contract" which among other things requires that the Buyer's remedy for default on the part of the seller includes or is specific performance.

N. Developer/Assignor and Developer/Assignee desire to have a Qualified Contract as defined in the 2011 Universal Application Instructions and City desires Developer/Assignor and Developer/Assignee to have a Qualified Contract as defined in the 2011 Universal Application Instructions.

O. The purpose of this First Amended and Restated Fifth Amendment is to (i) clarify that the Principals are a party to the Original Fifth Amendment, and (ii) correct a scrivener's error in paragraph D of the Recitals of the Original Fifth 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 20.02, entitled "Specific Remedies; Termination Prior to Closing" is hereby amended to read as follows:**

(a) In the event the City does not timely tender conveyance of Parcel No. 1A or Parcel No. 2, or possession thereof, in the manner and condition, and by the date, provided in this Agreement, and any such failure shall not be cured within **thirty (30) days** after the date of written demand by the Developer, then the Developer may terminate this Contract or avail itself of any remedy allowable at law or equity, including but not limited to, specific performance.

3. This First Amended and Restated Fifth Amendment shall be given effect as of February 7, 2012.

4. In the event and to the extent that there is any conflict between the terms and conditions of the Development Agreement, as previously amended, the terms and conditions of the Original Fifth Amendment dated February 7, 2012 and this First Amended and Restated Fifth Amendment, then the terms and conditions of this First Amended and Restated Fifth Amendment shall supersede and prevail over any such conflicting terms in the underlying Development Agreement, as previously amended.

5. In all other respects, the parties ratify and confirm this Development Agreement, as previously amended.



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

WITNESSES:

Saleem Ali

Saleem Ali

[Witness print or type name]

Donna Varisco

Donna Varisco

[Witness print or type name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler
John P. "Jack" Seiler, Mayor

Lee R. Feldman
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph
Jonda Joseph, City Clerk

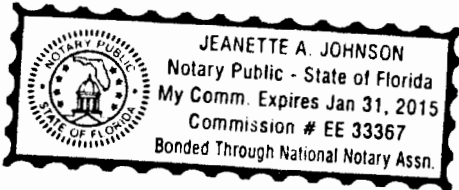
APPROVED AS TO FORM:

Robert B. Dunckel
Robert B. Dunckel,
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 31st day of October 2013, 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: 1/31/15

Commission Number EG 33367

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 25th October, 2013, 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)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

DONNA M. SAMUDA
Name of Notary Typed, Printed or Stamped

My Commission Expires:

January 30, 2017
Commission Number # EE 842025

Developer/Assignor:

MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation

By:

Milton L. Jones, Jr.
Milton L. Jones, Jr., President

WITNESSES:

Colette Wilson

Colette Wilson

[Witness type or print name]

Kimberly Fulson

Kimberly Fulson

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October, 2013, 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 21 day of October 2013.

(SEAL)

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



ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017

FF013167
Commission Number

[Handwritten initials]

Developer/Assignee:

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

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

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

WITNESSES:

Colette Wilson
Colette Wilson
[Witness type or print name]

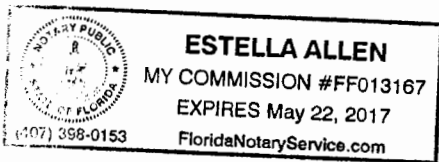
Kimberly Fulson
Kimberly Fulson
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October 21, 2013, 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 21 day of October 2013.

(SEAL)



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

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017

FF013167
Commission Number

[Handwritten initials]

**JOINDER AND CONSENT
OF
PRINCIPALS**

BY EXECUTION HEREOF, the undersigned Principals do hereby evidence their Joinder and Consent to the execution of this Development Agreement as amended by the First Amended and Restated Fifth 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:

Colette Wilson
Colette Wilson
[Witness type or print name]

Kimberly Pulson
Kimberly Pulson
[Witness type or print name]

Milton L. Jones, Jr.
MILTON L. JONES, JR.

Barbara H. Jones
BARBARA H. JONES

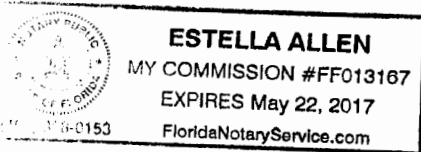
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October, 2013, 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 21 day of October, 2013.

(SEAL)

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



ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017
FF013167
Commission Number

ABD

**FIRST AMENDED AND RESTATED SEVENTH AMENDMENT
TO
LAND DISPOSITION, DEVELOPMENT AND MANAGEMENT AGREEMENT
(DEVELOPMENT AGREEMENT)**

THIS FIRST AMENDED AND RESTATED SEVENTH AMENDMENT to the Development Agreement ("First Amended and Restated Seventh Amendment") is entered into this 15th day of October, 2013 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.

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.

N. 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 the Project Development Schedule to be consistent with the development time lines under the tax credit financing programs.

O. The purpose of this First Amended and Restated Seventh Amendment is to (i) clarify the purpose, and (ii) correct scrivener's errors in the Original Seventh Amendment.

P. City staff has reviewed the proposed amendments to the Project Development Schedule and recommends approval thereof and authorization for execution of this First Amended and Restated Seventh 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, Exhibit "G" entitled Project Development Schedule is hereby amended to read as set forth in the attached Exhibit "G" to this First Amended and Restated Seventh 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.

3. This First Amended and Restated Seventh Amendment shall be given effect as of July 2, 2013.

4. In the event and to the extent that there is any conflict between the terms and conditions of the Development Agreement, as previously amended, the terms and conditions of the Original Seventh Amendment dated July 2, 2013 and this First Amended and Restated Seventh Amendment, then the terms and conditions of this First Amended and Restated Seventh Amendment shall supersede and prevail over any such conflicting terms in the underlying Development Agreement, as previously amended.

5. In all other respects, the parties ratify and confirm this Development Agreement, as previously amended.

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

WITNESSES:

Safes Ali

Safes Ali

[Witness print or type name]

Donna Varisco

Donna Varisco

[Witness print or type name]

(CORPORATE SEAL.)

CITY OF FORT LAUDERDALE

John P. "Jack" Seiler
John P. "Jack" Seiler, Mayor

Lee R. Feldman
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph
Jonda Joseph, City Clerk

APPROVED AS TO FORM:

Robert B. Dunkel
Robert B. Dunkel,
Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 31st day of October, 2013, 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

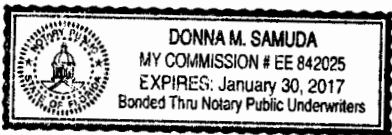
My Commission Expires: 1/31/15

Commission Number EE 33367

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 25th October, 2013, 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)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

DONNA M. SAMUDA
Name of Notary Typed, Printed or Stamped

My Commission Expires:

January 30, 2017
Commission Number EE 842025

Handwritten initials/signature

Developer/Assignor:

MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation

By:

Milton L. Jones Jr.
Milton L. Jones, Jr., President

WITNESSES:

Colette Wilson
Colette Wilson
[Witness type or print name]

Ruby Fulson
Ruby Fulson
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 31 day of October, 2013, 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 31 day of October, 2013.

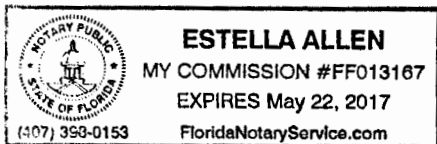
(SEAL)

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

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017

FF013167
Commission Number



ABD

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.
Milton L. Jones, Jr., President

WITNESSES:

Colette Wilson
Colette Wilson
[Witness type or print name]

Kwibidy Rubson
Kwibidy Rubson
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October, 2013, 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 21 day of October, 2013.

(SEAL)



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

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017
FF013167
Commission Number

ABD

**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 First Amended and Restated Seventh 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:

Colette Wilson
[Witness type or print name]

Kimberly Wilson
[Witness type or print name]

Milton L. Jones, Jr.
MILTON L. JONES, JR.

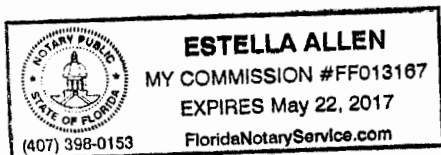
Barbara H. Jones
BARBARA H. JONES

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October, 2013, 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 21 day of October, 2013.

(SEAL)



Estella Allen
Notary Public, State of Florida

(Signature of Notary taking Acknowledgment)

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017
FF013167
Commission Number

ABD

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 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.]

- 37th 42nd month¹ Certificate of Occupancy for Grocery Store and Shopping Center parking lot and infrastructure. [Twelve (12) months after Closing Date].**

¹

- 40th 67th 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.
- 40th 67th month Submit application for D.R.C. review. Project Phase II. § 8.01 (c) (1).
- 43th 58th month **Certificate of Occupancy and Certificate of Completion for retail and Bank at North end of Shopping Center.**
- 43rd 70th month¹ 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.]
- 45th 72nd month¹ Planning & Zoning Board Site Plan Level III Hearing on Project Phase II.
- 46th 73rd month¹ Secure all Development Permits Project Phase II [Six (6) months after submitting applications for Development Permits.]
- 55th 75th month¹ **Secure Firm Financing Commitment – Project Phase II.**
- 56th 76th month¹ Submit plans for Building Permits – Project Phase II. [Three (3) months after securing all Development Permits.]
- 58th 78th month¹ Secure Building Permits “but for” payment of Building Permit Fees - Project Phase II [Two (2) months after submitting plans for Building Permits.]
- 59th 79th month¹ **Closing Date – Project Phase II – Parcel No. 2. [Four (4) months after securing the Firm Financing Commitment.]**
- 59th 79th month¹ **Date construction commences – Project Phase II. § 10.02 [Fifteen (15) days after Closing Date.]**
- 59th 79th month¹ Submission of construction flow-charts to City – Project Phase II. § 10.02. [Fifteen (15) days after Closing Date.]
- 77th 99th 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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THIRD AMENDED AND RESTATED
ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER
DEVELOPMENT AGREEMENT
AND
CONDITIONAL CONSENT

THIS THIRD AMENDED AND RESTATED ASSIGNMENT OF RIGHTS AND ASSUMPTION OF OBLIGATIONS UNDER DEVELOPMENT AGREEMENT AND CONDITIONAL CONSENT ("Third Amended and Restated Assignment and Assumption") is entered into this 15th day of October, 2013 by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation, whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301 ("CITY")

and

MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation, whose address is 9 N.W. 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, as amended ("Development Agreement") by and between CITY and DEVELOPER/ASSIGNOR unless otherwise defined herein.

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Third Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

B. DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE entered into an Assignment of Rights and Assumption of Obligations under Development Agreement and Consent dated June 7, 2011 ("Original Assignment and Assumption") with the joinder and consent of PRINCIPALS and the Conditional Consent of CITY.

C. Pursuant to the Development Agreement, CITY agreed to convey and DEVELOPER/ASSIGNOR agreed to accept conveyance of certain lands defined therein with DEVELOPER/ASSIGNOR being obligated to develop a Mixed Use Development on the Property.

D. Article 19 of the Development Agreement set forth certain restrictions relative to the assignment and transfer of DEVELOPER/ASSIGNOR'S interest under the Development Agreement.

E. On June 1, 2010, CITY and DEVELOPER/ASSIGNOR entered into a First Amendment to the Development Agreement whereby, among other things, the Project was divided into Phase I Project and Phase II Project and other appropriate amendments relative to DEVELOPER/ASSIGNOR entering a Lease for an anchor tenant.

F. On December 21, 2010, CITY and DEVELOPER/ASSIGNOR entered into a Second Amendment to the Development Agreement modifying the Project Development Schedule.

G. On March 1, 2011, CITY and DEVELOPER/ASSIGNOR entered into a Third Amendment to the Development Agreement further amending the Project Development Schedule and creating a new subsection expanding the terms of "Permitted Delay."

H. On July 6, 2011, CITY, DEVELOPER/ASSIGNOR and MJDC AOA, LLC, a Florida limited liability company entered a Fourth Amendment to the Development Agreement ("Original Fourth Amendment") amending certain definitions and the Permitted Uses under the Development Agreement relative to Phase I of the Project 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.

I. 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.

J. 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

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Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

October 15, 2013 by CITY, DEVELOPER/ASSIGNOR, DEVELOPER/ASSIGNEE and PRINCIPALS in that certain First Amended and Restated Fifth Amendment to the Development Agreement.

K. 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."

L. On July 2, 2013, CITY, DEVELOPER/ASSIGNOR, DEVELOPER/ASSIGNEE and PRINCIPALS entered into a Seventh Amendment to the Development Agreement (effective July 1, 2013) ("Original Seventh Amendment"), among other matters, 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 in that certain First Amended and Restated Seventh Amendment to Development Agreement.

M. Neither DEVELOPER/ASSIGNOR nor DEVELOPER/ASSIGNEE have demonstrated as of the date hereof that they have met terms of a Firm Financing Commitment and Financial Capacity under the terms of the Development Agreement for Phase II Project (as used herein the term "Development Agreement" shall be deemed to include the clause "as amended from time to time").

N. DEVELOPER/ASSIGNEE'S general partner is **MJDC VOA, Inc.**, a Florida corporation. One hundred (100%) per cent of the share of MJDC VOA, Inc., a Florida corporation is held by Milton L. Jones, Jr. and Barbara H. Jones, who are Principals under the Development Agreement and Principals as to both DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE.

O. Pursuant to Article 19 of the Development Agreement certain restrictions have been placed upon the DEVELOPER/ASSIGNOR'S ability to assign all or a portion of its rights under the Development Agreement. Development Agreement Section 19.02 sets forth the restrictions against assignment and transfer of interests and Section 19.04 sets forth the criteria the CITY is entitled to require as a condition for granting approval for such an assignment or transfer, with such criteria including:

(1) Any proposed successor Developer or proposed successor Principal therein shall have the business experience and reputation, development track record and sufficient financial capacity to carry out the obligations under this Agreement, as determined, in the reasonable discretion of the City.

(2) Any proposed successor Developer, by instrument in writing satisfactory to the City, in City's reasonable discretion, and in recordable form, shall, for itself and its successors and assigns expressly assume all of the obligations of the transferor Developer under this Agreement and shall agree to

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abide by and be subject to all of the terms, conditions, obligations, reservations and restrictions ("terms and conditions") to which the transferor Developer is subject, or, in the event the Transfer is of or relates to a Building within the Project Site, such "terms and conditions" to the extent they relate to such Parcel.

(3) There shall be submitted to the City for review all instruments and other legal documents reasonably necessary to review compliance with § 19.04 (a) (1). There shall be no "transfer fee" charged by the City relative to a transfer hereunder, except as otherwise provided in § 19.04 (a) (4) below.

(4) Developer shall pay City the reasonable costs incurred by City in conjunction with City's review and prior written approval of any assignment hereunder, including instruments and other legal documents.

P. Subject to the terms and conditions hereof, DEVELOPER/ASSIGNOR is desirous of assigning, bargaining, selling, conveying and otherwise transferring all of its right, title and interest in and to Phase II Project under the Development Agreement to DEVELOPER/ASSIGNEE and, subject to the terms and conditions hereof, DEVELOPER/ASSIGNEE is desirous of accepting such assigning and assuming all of the obligations attendant to the conveyance, development, use and management of the Phase II Project due and owing relative thereto.

Q. DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE have represented that such an Assignment at this time is needed in order to meet the deadlines for an application for tax credit financing for Phase II Project as required by Sec. 6.02 (b) (1) of the Development Agreement (First Amendment).

R. DEVELOPER/ASSIGNOR has applied to CITY, through its Contract Administrator, for approval to assign and transfer DEVELOPER/ASSIGNOR'S rights under the Development Agreement to the conveyance of Parcel No. 2 and development of Phase II Project to DEVELOPER/ASSIGNEE and has represented that such proposed assignment and transfer meets the criteria for approval as set forth in Sec. 19.04 of the Development Agreement.

S. DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE share the same Principals as identified under and within the Development Agreement and as a condition of approval of the Assignment of Rights and Assumption of Obligations Under Development Agreement and Consent dated June 7, 2011 ("Original Assignment and Assumption"), First Amended and Restated Assignment of Rights and Assumption of Obligations under Development Agreement and Conditional Consent dated February 7, 2012 ("First Amended and Restated Assignment and Assumption"), Second Amended and Restated Assignment of Rights and Assumption of Obligations under Development Agreement and Conditional Consent dated July 2, 2013 ("Second Amended and Restated Assignment and Assumption") and now of this Third Amended and Restated Assignment and Assumption, PRINCIPALS,

Development Agreement dated 02/05/2008
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Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE agree to be bound by the terms and conditions set forth in the Development Agreement relative to Phase II Project.

T. That without the City's Conditional Consent to the Original Assignment and Assumption, First Amended and Restated Assignment and Assumption, Second Amended and Restated Assignment and Assumption and now of this Third Amended and Restated Assignment and Assumption, the right to conveyance and development of Phase II Project under the Development Agreement resides with DEVELOPER/ASSIGNOR. Upon the failure of the condition subsequent in the Conditional Consent, the Conditional Consent shall become null and void and of no further force and effect, and, as a result, the conveyance and development rights to Phase II Project under the Development Agreement shall thereafter reside with DEVELOPER/ASSIGNOR.

U. The purpose and intent underlying the First Amended and Restated Assignment and Assumption was to (i) correct a scrivener's error in the Original Assignment and Assumption whereby in the signature block for DEVELOPER/ASSIGNEE, the General Partner was incorrectly referred to as MJDC AOA, Inc., instead of MDJC VOA, Inc.; and (ii) extend the Conditional Consent of the CITY in which DEVELOPER/ASSIGNEE can demonstrate sufficient Financial Capacity and a Firm Financing Commitment with an award of tax credits for the development of Phase II Project to December 31, 2012.

V. The purpose and intent underlying the Second Amended and Restated Assignment and Assumption was to extend the Conditional Consent of the CITY in which DEVELOPER/ASSIGNEE can demonstrate sufficient Financial Capacity and a Firm Financing Commitment with an award of tax credits for the development of Phase II Project to August 1, 2014.

W. The purpose and intent underlying this Third Amended and Restated Assignment and Assumption is to (i) clarify the purpose, and (ii) correct scrivener's errors in the Second Amended and Restated Assignment and Assumption.

X. Approval by CITY of this Third Amended and Restated Assignment and Assumption serves a valid public purpose.

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. Subject to the terms and conditions hereof, DEVELOPER/ASSIGNOR hereby assigns, bargains, sells, conveys and otherwise transfers all of its right, title and interest in and to Phase II Project under the Development Agreement to DEVELOPER/ASSIGNEE. It is agreed between DEVELOPER/ASSIGNOR and DEVELOPER/ASSIGNEE that this is an

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Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

absolute, present assignment and, except as may otherwise be noted herein, is not conditioned upon the occurrence of any event subsequent, nor upon the performance of the CITY under the Development Agreement.

3. Subject to the terms and conditions hereof, DEVELOPER/ASSIGNEE hereby assumes all of the obligations of development, maintenance and operation due from DEVELOPER/ASSIGNOR as to Phase II Project under the Development Agreement and agrees to be bound by the terms and conditions set forth therein.

4. Subject to the terms and conditions hereof, CITY acknowledges its Conditional Consent to the assignment of DEVELOPER/ASSIGNOR'S right, title and interest in and to Phase II Project under the Development Agreement to DEVELOPER/ASSIGNEE and the assumption of DEVELOPER/ASSIGNOR'S obligations due under the Development Agreement by DEVELOPER/ASSIGNEE as to Phase II Project.

5. Subject to the terms and conditions hereof, the parties hereto acknowledge that the rights of transfer of interests within this Third Amended and Restated Assignment and Assumption are subject to the limitations and conditions set forth herein and within the Development Agreement.

6. In the event and to the extent that there is any conflict between the terms and conditions of the (i) Development Agreement, (ii) the Original Assignment and Assumption (iii) First Amended and Restated Assignment and Assumption (iv) the Second Amended and Restated Assignment and Assumption and (v) this Third Amended and Restated Assignment and Assumption, then the terms and conditions of this Third Amended and Restated Assignment and Assumption shall supersede and prevail of any such conflicting terms in (i), (ii), (iii) or (iv) above.

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

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Third Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement
and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

DEVELOPER/ASSIGNOR:

MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation

WITNESSES:

Corette Wilson

Corette Wilson
[Witness type or print name]

Kimberly Wilson

Kimberly Wilson
[Witness type or print name]

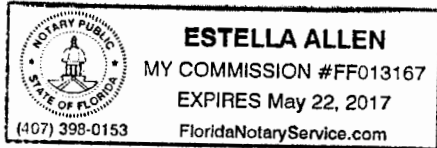
By: Milton L. Jones, Jr.
Milton L. Jones, Jr., President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October, 2013, 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 21 day of October 2013.

(SEAL)



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

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017
FF013167
Commission Number

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Third Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

Handwritten initials

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.
Milton L. Jones, Jr., President

WITNESSES:

Colette Wilson

Colette Wilson

[Witness type or print name]

Kimberly Kubson

Kimberly Kubson

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 31 day of October, 2013, 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 31 day of October 2013.

(SEAL)



Estella Allen

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

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017

FF013167
Commission Number

Development Agreement dated 02/05/2008
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Phase II Project
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Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

ABD

CITY'S CONDITIONAL CONSENT TO ASSIGNMENT AND ASSUMPTION:

Pursuant to Article 19 of the Development Agreement, the undersigned CITY hereby conditionally consents to the Third Amended and Restated Assignment and Assumption described herein. This Conditional Consent is subject to a condition subsequent that in the event the DEVELOPER/ASSIGNEE fails to demonstrate on or before August 1, 2014 sufficient Financial Capacity and a Firm Financing Commitment when combined with an award of tax credits for the development of Phase II Project, then the Conditional Consent automatically, without further action, becomes null and void and of no further force and effect

WITNESSES:

Safeya Ali
Safeya Ali
[Witness print or type name]

Donna Variso
Donna Variso
[Witness print or type name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

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

[Signature]
Lee R. Feldman, City Manager

ATTEST:

[Signature]
Jonda Joseph, City Clerk

APPROVED AS TO FORM:

[Signature]
Robert B. Dunckel,
Assistant City Attorney

Development Agreement dated 02/05/2008
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Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

[Handwritten initials]

**JOINDER AND CONSENT
OF
PRINCIPALS**

BY EXECUTION HEREOF, the undersigned PRINCIPALS do hereby evidence their Joinder and Consent to the execution of this Third Amended and Restated Assignment and Assumption 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 as they pertain to the **DEVELOPER/ASSIGNEE** under this Third Amended and Restated Assignment and Assumption.

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

WITNESSES:

Colette Wilson
Colette Wilson
[Witness type or print name]

Kimberly Wilson
Kimberly Wilson
[Witness type or print name]

Milton L. Jones, Jr.
MILTON L. JONES, JR.

Barbara H. Jones
BARBARA H. JONES

Development Agreement dated 02/05/2008
Northwest Commercial Redevelopment
Third Amended and Restated Assignment of Rights and Assumption of Obligations Under Development Agreement and Conditional Consent
Phase II Project
Developer/Assignor: Milton Jones Development Corporation, a Florida corporation
Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October, 2013, 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 21 day of October, 2013.

(SEAL)



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

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017

FF013167
Commission Number

L:\AGMTS\DEVELOPR\MILTJONENW\2013\10.15.2013\3RDAMENDEDANDRESTATEDASSIGNMENT(FINAL).DOCX

Development Agreement dated 02/05/2008
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Phase II Project
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Developer/Assignee: Village Of The Arts, Ltd., a Florida limited partnership

QBD

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

THIS EIGHTH AMENDMENT to the Development Agreement ("Eighth Amendment") is entered into this 15th day of October, 2013 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.

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. 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 the definition of "Mixed Use Development."

O. City staff has reviewed the proposed amendment to the definition of "Mixed Use Development" and recommends approval thereof and authorization for execution of this Eighth 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, 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.

3. **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 Eighth Amendment, then the terms and conditions of this Eighth Amendment shall supersede and prevail over any such conflicting terms in the underlying Development Agreement, as previously amended.

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

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

WITNESSES:

Sajeda Ali
Sajeda Ali
[Witness print or type name]

Donna Varisco
Donna Varisco
[Witness print or type name]

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

John P. Seiler
John P. "Jack" Seiler, Mayor

Lee R. Feldman
Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph
Jonda Joseph, City Clerk

APPROVED AS TO FORM:

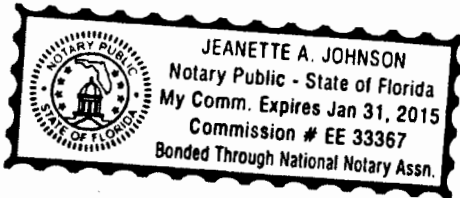
Robert B. Dunckel
Robert B. Dunckel,
Assistant City Attorney

QBD

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 31st day of October, 2013, 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

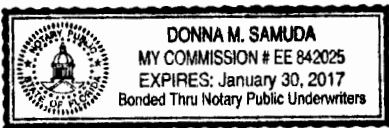
My Commission Expires: 1/31/15

Commission Number EE 33367

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 25th October, 2013, 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)



Donna M. Samuda
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

DONNA M SAMUDA
Name of Notary Typed, Printed or Stamped

My Commission Expires:

January 30, 2017
Commission Number EE 842025

QBD

Developer/Assignor:

MILTON JONES DEVELOPMENT CORPORATION, a Florida corporation

WITNESSES:

Colette Wilson

Colette Wilson

[Witness type or print name]

Kimberly Bulson

Kimberly Bulson

[Witness type or print name]

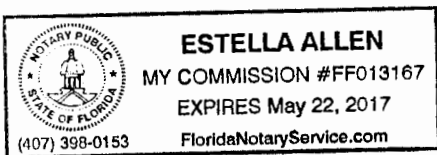
By: Milton L. Jones, Jr.
Milton L. Jones, Jr., President

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October, 2013, 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 21 day of October 2013.

(SEAL)



Estella Allen

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

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017

FF013167
Commission Number

[Handwritten initials]

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.
Milton L. Jones, Jr., President

WITNESSES:

Colette Wilson
Colette Wilson
[Witness type or print name]

Kimberly Nelson
Kimberly Nelson
[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 21 day of October, 2013, 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 21 day of October, 2013.

(SEAL)



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

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017
FF013167
Commission Number

Handwritten initials

**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 Eighth 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:

Colette Wilson

Colette Wilson

[Witness type or print name]

Kimberly Kuban

Kimberly Kuban

[Witness type or print name]

Milton L. Jones, Jr.
MILTON L. JONES, JR.

Barbara H. Jones
BARBARA H. JONES

STATE OF FLORIDA:
COUNTY OF BROWARD:

October The foregoing instrument was acknowledged before me this 21 day of October, 2013, by MILTON L. JONES, JR. and BARBARA H. JONES. They are personally known to me or have produced _____ as identification.

21 day of October, 2013. Witness my hand and official seal in the County and State last aforesaid this

(SEAL)



Estella Allen

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

ESTELLA ALLEN
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 22, 2017
FF013167
Commission Number

ABD