

**SECOND AMENDMENT TO DEVELOPMENT AGREEMENT AMONG CITY OF
HOLLYWOOD, FLORIDA AND CITY OF HOLLYWOOD DOWNTOWN
COMMUNITY REDEVELOPMENT AGENCY AND H3 HOLLYWOOD, LLC**

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT, dated as of this ____ day of _____, 2017 among THE CITY OF HOLLYWOOD, FLORIDA (the “City”), THE CITY OF HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY “(the “CRA”) H3 HOLLYWOOD, LLC, a Florida limited liability company (hereinafter referred to as “H3”).

RECITALS:

A. On June 16, 2004, the City, the CRA and Hollywood Dixie Associates, L.L.C., entered into a Development Agreement (the “Original Agreement”), as amended by the First Amendment to Development Agreement, dated June 17, 2010 (collectively, the “Agreement”), for a redevelopment project within the downtown Community Redevelopment Area known as “Hollywood Station: (the “Project”)”.

B. H3 is the successor in interest to Hollywood Dixie Associates, L.L.C., as to the portions of the Project to be developed upon the property legally described on Exhibit A, attached hereto, which development includes 250 multi-family residential units and approximately 5000 square feet of commercial use (hereinafter referred to as “Phase III”).

C. Pursuant to Section 5.3 of the Agreement, the incentives for development of Phase III (said portion of the Project is referred to as “Phase II” in the Agreement) were the payment by the CRA of \$1,300,000.00 in three payments of a fixed amount commencing within 90 days of issuance of the first Certificate of occupancy for the Phase III development in the year in which such development is on the tax rolls.

D. Phase III construction was commenced in May 2015, however, such construction has not been completed in a timely manner and is now under new ownership which intends to complete Phase III in as expeditious a manner as possible. In order to encourage the completion of Phase III within three years from the date of approval of this Second Amendment by the City and the CRA (the “Deadline”), the parties desire to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the obligations of the parties one to another as set forth in this Second Amendment, the City, the CRA and PB agree as follows:

TERMS:

1. The Recitals set forth above are true and correct and are incorporated as if fully set forth herein.
2. Capitalized terms shall have the same meanings ascribed to such terms in the Agreement unless otherwise defined herein.

3. Any and all references in the Agreement to “for sale” in regard to the Phase III residential units are replaced with “for sale or rent” and the parties hereby expressly acknowledge that the Phase III residential units may be operated only as a condominium or a market rate rental apartment complex.

4. Any and all references in the Agreement to “Phase II” are replaced with “Phase III.”

5. Section 5.3 of the Agreement is hereby amended and restated as follows:

Section 5.3 Incentives for Phase III Development. CRA shall provide Associates with a total cash incentive of One Million Three Hundred Thousand and 00/100 Dollars (\$1,300,000.00; the “Cash Incentive”) in connection with the development of Phase III, to be disbursed as follows:

- a. In the first year following issuance of the first Certificate of Occupancy for Phase III and in which Phase III becomes subject to ad valorem real property taxes as a completed development, the CRA shall pay H3 fifty (50%) percent of the real property tax increment attributable to Phase III (this payment is hereinafter referred to as the “First Incentive Payment”).
- b. On April 1, in the year following the First Incentive Payment for Phase III and every April 1 thereafter until the total amount of the Cash Incentive has been paid in full, the CRA shall pay H3 fifty (50%) percent of the real property tax increment attributable to Phase III.
- c. Notwithstanding the foregoing, no individual annual incentive payment made pursuant to this Agreement will exceed Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00) and, in the event Phase III is not completed on or before the Deadline, the Cash Incentive will be reduced to a total of One Million and 00/100 Dollars (\$1,000,000.00).

6. An electronic reproduction of any original signature(s) on a part or counterpart(s) of this Amendment are hereby authorized and shall be acknowledged as if such electronic reproduction of any original signature(s) were an original execution. The parties agree to accept a digital image of this Amendment as executed, as a true and correct original and admissible as best evidence for the purposes of State law, Federal Rule of Evidence, and the like statutes and regulations.

7. The Agreement remains in full force and effect except as expressly modified by the First Amendment and this Amendment and is ratified and confirmed. If there is a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment shall control.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the City, the CRA and H3 intending to be legally bound, have executed this Second Amendment to Development Agreement as of the day and year first above written.

ATTEST:

CITY OF HOLLYWOOD

By: _____
Name:
Title:

By: _____
Name: _____
Title: _____

Approved as to form and legality for the use and reliance of the City of Hollywood, Florida, only

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____ as _____ of the CITY OF HOLLYWOOD.

(NOTARY SEAL)

(Signature of Notary Public – State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY OF HOLLYWOOD COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Name: _____
Title: _____

Approved as to form and legality for the use
and reliance of the City of Hollywood
Community Redevelopment Agency only

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by
_____ as _____ of the CITY OF HOLLYWOOD
COMMUNITY REDEVELOPMENT AGENCY.

(NOTARY SEAL)

(Signature of Notary Public – State of Florida)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

H3 HOLLYWOOD, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2017 by _____ as _____ of H3 HOLLYWOOD, LLC.

(Signature of Notary Public – State of Florida)

(NOTARY SEAL)

(Name of Notary Typed, Printed, or Stamped)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____