

**REINSTATEMENT AND SECOND AMENDMENT TO THE PAINT-UP AND SIGNAGE FUNDING AGREEMENT**

THIS **REINSTATEMENT AND SECOND AMENDMENT TO THE PAINT-UP AND SIGNAGE FUNDING AGREEMENT** ("Second Amendment") is made and entered into as of the 22<sup>nd</sup> day of February, 2022, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **ADVANCE CHIROPRACTIC OF SOUTH FLORIDA, LLC**, a Florida limited liability company (hereinafter referred to as "GRANTEE").

**WITNESSETH:**

**WHEREAS**, the CRA and the GRANTEE previously entered into a Paint-Up and Signage Funding Agreement dated June 10, 2021, (the "Original Agreement"); and

**WHEREAS**, the Original Agreement's termination date was December 31, 2021; and

**WHEREAS**, the CRA and the GRANTEE previously entered into a First Amendment, dated September 17, 2021, to the Original Agreement to amend the scope of the Project to include both exterior painting and signage, and to correct the recommended award amount not to exceed Four Thousand Four Hundred Twenty Five and 00/100 Dollars (\$4,425.00); and

**WHEREAS**, the CRA and GRANTEE agree to enter into this Second Amendment in order to reinstate the Original Agreement and extend the Termination Date to September 30, 2022.

**NOW THEREFORE**, in consideration of the promises, mutual covenants, provisions, and undertakings hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. Effective as of the date first written above, CRA and GRANTEE hereby agree to reinstate the Original Agreement.

3. CRA and Grantee hereby agree to amend the Original Agreement to extend the Termination Date to September 20, 2022.

4. That except as amended herein, the CRA and GRANTEE ratify, approve, and reaffirm the terms of the Original Agreement and the First Amendment, and the Original Agreement and First Amendment shall remain in full force and effect, except as amended herein.

5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and First Amendment and this Second Amendment, this Second Amendment shall control to the extent of any such conflict or ambiguity.

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IN WITNESS WHEREOF, the parties have executed this Second Amendment on the date first written above.

**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

By: \_\_\_\_\_  
Shirley E. Johnson, Chair

ATTEST:

\_\_\_\_\_  
Renee A. Jadusingh, Esq., Executive Director

APPROVED TO FORM:

\_\_\_\_\_  
CRA Legal Advisor

ATTEST:

**ADVANCE CHIROPRACTIC OF SOUTH FLORIDA, INC.**, a Florida limited liability corporation

By: V. Flores

By: Louis Miller

Print Name: Veronica Flores

Title: owner (ACSF LLC)

STATE OF FLORIDA )  
  )ss:  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 3rd day of February, 2021, by Louis E. Miller, as owner (name of officer or agent, title of officer or agent), of Advance Chiropractic of South Florida, Inc., a Florida limited liability corporation. He/She is personally known to me or has produced Florida Driver License (type of identification) as identification.

Peggy A. Buscemi  
Signature  
Peggy A Buscemi Notary Public  
Name and Title  
185890  
Commission Number

