

**FIRST AMENDMENT TO THE SITE DEVELOPMENT ASSISTANCE FUNDING AGREEMENT  
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND JERK &  
LIME AT NICOLE'S HOUSE (182 NW 5<sup>TH</sup> AVENUE)**

**THIS FIRST AMENDMENT TO THE SITE DEVELOPMENT ASSISTANCE FUNDING AGREEMENT BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND JERK & LIME AT NICOLE'S HOUSE** ("First Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body, corporate and politic created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and **JERK & LIME AT NICOLE'S HOUSE**, a Florida limited liability company (hereinafter referred to as "LESSEE").

**WITNESSETH:**

**WHEREAS**, the CRA and the GRANTEE previously entered into a Site Development Assistance Funding Agreement dated January 24, 2023, (the "Original Agreement"); and

**WHEREAS**, the CRA and the LESSEE desire to enter into a First Amendment to the Original Agreement in order to extend the Termination Date from July 31, 2023 to January 31, 2024.

**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. That the Termination Date is hereby extended from July 31, 2023 to January 31, 2024.
3. That except as amended herein, the CRA and LESSEE ratify, approve, and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein.

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

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

ATTEST:

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

\_\_\_\_\_  
Renee Jadusingh, Executive Director

By: \_\_\_\_\_  
Adam Frankel, Chair

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim N. Phan, CRA Legal Advisor

ATTEST:

JERK & LIME AT NICOLE'S HOUSE LLC,  
a Florida Limited Liability Corporation

Robert Massi  
\_\_\_\_\_  
Print Name: Robert Massi

By: [Signature]  
\_\_\_\_\_  
Print Name: Nicole Myers

(SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of July, 2023, by Nicole Myers (person), owner (title) Jerk & Lime at Nicole's House LLC, a Florida limited liability corporation, on behalf of the limited liability corporation. She/He is personally known to me or has produced drivers license (type of identification) as identification

[Signature]  
\_\_\_\_\_  
Notary Public – State of Florida