

SECOND AMENDMENT TO THE SITE DEVELOPMENT ASSISTANCE FUNDING AGREEMENT

THIS **SECOND AMENDMENT TO THE SITE DEVELOPMENT ASSISTANCE FUNDING AGREEMENT** ("Second Amendment") is made and entered into as of the ____ day of _____, 2026, 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 **RABBIT HOLE DELRAY**, a Florida limited liability company (hereinafter referred to as "GRANTEE").

WITNESSETH:

WHEREAS, the CRA and the GRANTEE previously entered into a Site Development Assistance Funding Agreement dated August 18, 2025, (the "Original Agreement"); and

WHEREAS, the CRA and GRANTEE previously entered into a First Amendment to the Original Agreement on August 28, 2025; and

WHEREAS, the CRA and GRANTEE desire to enter into this Second Amendment to reinstate the Original Agreement, and to extend the Termination Date to April 30, 2026.

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. CRA and Grantee hereby agree to ratify the Original Agreement.
3. Effective as of January 27, 2026, the CRA and GRANTEE hereby mutually agree to reinstate the Original Agreement, and to amend Section 4.04 of the Original

Agreement to extend the Termination Date to April 30, 2026. The CRA's Executive Director may further approve and amend the Original Agreement and subsequent amendments by executing a written agreement signed by both parties

4. That except as amended herein, the CRA and GRANTEE 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.

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

[This Space is Intentionally Left Blank; Signature Page to Follow]

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

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Name: Angela D. Burns
Title: Chair

ATTEST:

Renée A. Jadusingh, Esq.
CRA Executive Director

APPROVED TO FORM:

CRA Legal Advisor

ATTEST:

RABBIT HOLE DELRAY, a Florida
limited liability company

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ (Date) by _____ (Representative) as _____ (Title) of **RABBIT HOLE DELRAY**, a Florida limited liability company on behalf of the company. He ____ is personally known to me or ____ has produced _____ as identification.

Signature

Name and Title

Commission Number