

**FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR FISCAL YEAR 2022-2023
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND
DELRAY BEACH COMMUNITY LAND TRUST, INC.**

**THIS FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR FISCAL
YEAR 2022-2023 BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT
AGENCY AND DELRAY BEACH COMMUNITY LAND TRUST, INC.** ("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 **DELRAY BEACH
COMMUNITY LAND TRUST, INC.**, a Florida not-for-profit corporation, (hereinafter
referred to as "GRANTEE").

WITNESSETH:

WHEREAS, the CRA and the GRANTEE previously entered into a Funding
Agreement for Fiscal Year 2022-2023 dated October 27, 2022, (the "Original
Agreement"); and

WHEREAS, the CRA and GRANTEE desire to enter into a First Amendment to
the Original Agreement to remove the quarterly payment amount restriction in
Paragraph 3 of the Original Agreement;

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 Section 3 of the Original Agreement is hereby amended as follows:

3. FUNDING: The **CRA** shall provide funding to the **GRANTEE**, for fiscal year 2022-2023, in an amount not to exceed **ONE HUNDRED SIXTY-ONE THOUSAND AND 00/100 Dollars (\$161,000.00)** (the "Funding Amount"). The Funding Amount funds are to be used by the **GRANTEE** to support its organizational operations for the purpose of providing community and cultural programs in conformance with the programs/projects within the **CRA** district specified in the A-GUIDE documents. Quarterly payments ~~in an amount not to exceed FORTY THOUSAND TWO HUNDRED FIFTY AND 00/100 DOLLARS (\$40,250.00)~~ shall be made by the **CRA** to the **GRANTEE**. The **CRA** has the right to withhold quarterly payments until receipt of documentation from the **GRANTEE**, and until the **CRA** receives free access to all additional information and/or documentation from the **GRANTEE** that the **CRA** deems necessary, in its sole and absolute discretion, to analyze the **GRANTEE's** financial position, performance, and expenditure of funds in accordance with its approved A-GUIDE funding application.

3. 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.

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.

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

ATTEST: DELRAY BEACH COMMUNITY LAND TRUST, INC., a Florida Not-for-profit Corporation

By: _____
Print Name: _____
Print Name: _____
Title: _____

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Adam Frankel, Chair

ATTEST:

Renée A. Jadusingh, Esq.
CRA Executive Director

APPROVED AS TO FORM:

Kim N. Phan, Esq.,
CRA Legal Advisor