

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 _____, 2024, 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 **HARVEY INSURANCE SOLUTIONS, INC.**, a Florida for profit corporation (hereinafter referred to as "GRANTEE").

WITNESSETH:

WHEREAS, the CRA and the GRANTEE previously entered into a Project Consultancy and Design Services Funding Agreement dated March 3, 2024, (the “Original Agreement”); and

WHEREAS, the Original Agreement’s termination date was September 3, 2024; and

WHEREAS, the CRA and GRANTEE entered into the First Amendment on May 31, 2024, to the Original Agreement to increase the maximum funding amount by Four Thousand and Five Hundred (\$4,500.00) for a total of Nine Thousand and Five Hundred (\$9,500.00); and

WHEREAS, the CRA and GRANTEE agree to enter into this Second Amendment to the Original Agreement to extend the Termination Date from September 3, 2024 to December 2, 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. CRA and Grantee hereby agree to amend the Original Agreement to extend the Termination Date to December 2, 2024.

3. 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 the First Amendment 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, the 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 First Amendment on the date first written above.

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Name:
Title:

ATTEST:

APPROVED TO FORM:

CRA Legal Counsel

ATTEST:

Print Name: _____
Title: _____

**HARVEY INSURANCE SOLUTIONS
INC.**, a Florida corporation
By: _____
Print Name: _____
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 **Harvey Insurance Solutions, Inc.**, a Florida corporation, on behalf of the company. He ___ is personally known to me or ___ has produced _____ as identification.

Signature

Name and Title

Commission Number