

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

THIS **SECOND 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 _____, 2024, 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 entered into a First Amendment to the Original Agreement in order to extend the Termination Date from July 31, 2023 to January 31, 2024.

WHEREAS, the CRA and the LESSEE desire to enter into a Second Amendment to the Original Agreement in order to extend the Termination Date from July 31, 2023 to February 29, 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 January 31, 2024 to February 29, 2024.

3. That except as amended herein, the CRA and LESSEE 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.

IN WITNESS WHEREOF, the parties have executed this Second 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:

Ashlyn Darden, CRA Legal Advisor

ATTEST:

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

By: _____

Print Name: _____

Print Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____(person), _____(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 _____ (type of identification) as identification

Notary Public – State of Florida