SECOND AMENDMENT TO GROUND LEASE

(Hatcher Construction and Development, Inc.)

THIS SECOND AMENDMENT TO GROUND LEASE ("Second Amendment") is entered into on this 15th day of July, 2021, by and between **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public body, corporate and politic, created pursuant to Chapter 163, Florida Statutes, (the "Landlord") whose address is 20 N. Swinton Avenue, Delray Beach, Florida 33444, and **HATCHER CONSTRUCTION & DEVELOPMENT**, **INC.**, a Florida corporation, whose address is 710 W. Atlantic Ave, Delray Beach, FL 33444 (the "Tenant") and shall be effective upon execution by the parties hereto.

WITNESSETH:

WHEREAS, on July 18, 2019, the Landlord entered into a Ground Lease ("Original Lease") with the Tenant for the property located at 20 and 26 NW 6th Avenue, Delray Beach, Florida ("Premises"); and

WHEREAS, the Original Lease was amended by that certain First Amendment to Ground Lease (the "First Amendment") which extended the Site Analysis Period to July 18, 2021; and

WHEREAS, the Tenant desires to extend the expiration of the Site Plan Analysis Period from July 18, 2021 to September 16, 2021; and

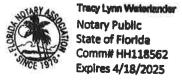
NOW THEREFORE, the parties hereto in consideration of the mutual covenants and promises contained herein agree as follows:

- 1. That the above referenced "WHEREAS" clauses shall be confirmed and ratified as if fully set forth herein.
 - 2. Section 3.3 entitled "Site Analysis Period" is hereby amended to the following:
- (3.3) Site Analysis Period. Tenant shall have until September 16, 2021 "Site Analysis Period" in which to ascertain whether the Property is acceptable to Tenant and to obtain all necessary approvals, permits and licenses necessary for the development of the Property in substantial conformance with the Conceptual Plan. "Site Analysis Period" shall mean the period commencing on the Effective Date of this Lease and expiring on September 16, 2021. If the Property is determined to be unacceptable to Tenant in its sole discretion, Tenant shall notify the Landlord by providing written notice (a "Termination Notice") of its determination that the Property is unacceptable for its intended use and its intent to terminate the Ground Lease as provided for in Section 3.4 of said Ground Lease, no later than 5:00 p.m. Florida time on September 16, 2021, in which event the First Deposit shall be returned to Tenant, and neither party shall have any further rights or obligations hereunder.
- 3. Except as modified by this Second Amendment, all terms, covenants, obligations and provisions of the Original Lease, shall remain unaltered, shall continue in full force and effect, and (00457224.1 655-9503944)

are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this Second Amendment shall directly conflict with any provision contained in the Original Lease or its First Amendment, the terms contained in this Second Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the dates set forth below.

ATTEST:	LANDLORD: DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY	
By: Renée A. Jadasingh, Esq. CRA Executive Director	By: Shirley Johnson, Ghair	
APPROVED AS TO FORM:		
By: CRAGeneral Counsel		
STATE OF FLORIDA))ss: COUNTY OF PALM BEACH)		
The foregoing instrument was acknowledged before me by means of χ physical presence or online notarization, thisl5 day of, 2021, by Shirley E. Johnson, Chair of the Delray Beach Community Redevelopment Agency, on behalf of the agency. She χ is personally known to me or has produced a Florida driver's license as identification		
	Tracy Lynn Waterlander Signature	
	Tracy Lynn Waterlander, Executive Coordinator- Name and Title Delray Beach CRA	
	HH118562 Commission Number	



	TENANT: HATCHER CONSTRUCTION AND DEVELOPMENT, INC., a Florida corporation	
	BY: Wald William E. Hatcher, President	
ATTEST: By: <u>Claudia Rapetto</u> Print Name: <u>Claudia Rapetto</u>	Date: 7/22/2021 (SEAL)	
STATE OF FLORIDA))ss: COUNTY OF PALM BEACH)		
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 nd day of william E. Hatcher, as President of HATCHER CONSTRUCTION AND DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) as identification		
	Man	
	Signature	
	Name and Title BYRAN B. BLACK MY COMMISSION #GG134698 EXPIRES: AUG 15, 2021 Bonded through 1st State Insurance	
	Commission Number	