

**SECOND AMENDMENT TO GROUND LEASE**  
**(Hatcher Construction and Development, Inc.)**

**THIS SECOND AMENDMENT TO GROUND LEASE ("Second Amendment")** is entered into on this 15<sup>th</sup> 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 6<sup>th</sup> 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

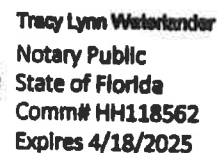
**NOW THEREFORE**, the parties hereto in consideration of the mutual covenants and promises contained herein agree as follows:

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



BY: W.E. Hatcher  
William E. Hatcher, President

Date: 7/22/2021  
(SEAL)