

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 _____, 2022, 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 **MARION ASSOCIATES, LLC**, a Florida limited liability company (hereinafter referred to as "GRANTEE”).

WITNESSETH:

WHEREAS, the CRA and the GRANTEE previously entered into a Site Development Assistance Funding Agreement dated August 6, 2020, (the “Original Agreement”); and

WHEREAS, the CRA and GRANTEE previously entered into a First Amendment (“First Amendment”) to the Original Agreement in order to extend the Termination Date to February 28, 2022; and

WHEREAS, the CRA and GRANTEE agree to enter into this Second Amendment in order to extend the Termination Date from February 28, 2022 to September 30, 2022.

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. Effective as of the date first written above, CRA and GRANTEE hereby agree to amend the Original Agreement to extend the Termination Date to September 30, 2022. There shall be no additional extensions approved by the CRA.

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 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 Second Amendment on the date first written above.

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Shirley E. Johnson, Chair

ATTEST:

Renée A. Jadusingh, CRA Executive Director

APPROVED TO FORM:

CRA Legal Advisor

ATTEST: **MARION ASSOCIATES, LLC**, a Florida limited liability company

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

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this ___ day of _____, 2022, by _____, as _____ (name of officer or agent, title of officer or agent), of Marion Associates, LLC, a Florida limited liability company, on behalf of the limited liability company. He/She is personally known to me or has produced _____ (type of identification) as identification.

Signature

Name and Title

Commission Number