REINSTATEMENT AND FIRST AMENDMENT TO THE PAINT-UP AND SIGNAGE FUNDING AGREEMENT

THIS REINSTATEMENT AND FIRST AMENDMENT TO THE PAINT-UP AND SIGNAGE FUNDING AGREEMENT ("First Amendment") is made and entered into as of the <u>22nd</u> day of <u>February</u>, 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 **MT. OLIVE BAPTIST CHURCH OF DELRAY BEACH, INC.**, a Florida limited liability company (hereinafter referred to as "GRANTEE").

WITNESSETH:

WHEREAS, the CRA and the GRANTEE previously entered into a Paint-Up and Signage Funding Agreement dated October 20, 2021, (the "Original Agreement"); and WHEREAS, the Original Agreement's termination date was January 20, 2022; and WHEREAS, the CRA and GRANTEE agree to enter into this First Amendment in order to reinstate the Original Agreement and extend the Termination Date from January 20, 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 reinstate the Original Agreement.
- 3. CRA and Grantee hereby agree to amend the Original Agreement to extend the Termination Date to September 20, 2022.

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4. That except as amended herein, the CRA and GRANTEE ratify, approve, and reaffirm the terms of the Original Agreement and the Original Agreement shall remain in full force and effect, except as amended herein.

5. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this First Amendment, this First 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: Shirley E. Johnson, Chair
ATTEST:	
Renee A. Jadusingh, Esq., Executive Di	irector
APPROVED TO FORM:	
CRA Legal Advisor	
ATTEST: By: Jussie Straghr Print Name: Jessica Straghr	MT. OLIVE BAPTIST CHRUCH OF DELRAY BEACH, INC., a Florida not-for-profit corporation By Pastor Title: Senior Pastor
STATE OF FLORIDA) COUNTY OF Palm Beach)	
presence or online notarization, Dr. Lenard C. Johnson , as of officer or agent), of Mt. Olive Baptist C corporation. He/She is persor	hurch of Delray Beach, Inc., a Florida not-for-profit
DEBORAH W. CASTELLOW MY COMMISSION # HH 051905	Signature W. Castellow Notary Name and Title HH051905

Commission Number