

SECOND AMENDMENT TO THE PAINT-UP AND SIGNAGE FUNDING AGREEMENT

THIS **SECOND AMENDMENT TO THE PAINT-UP AND SIGNAGE 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 **MT. OLIVE BAPTIST CHURCH OF DELRAY BEACH, INC.**, a Florida not-for-profit corporation (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 CRA and the GRANTEE previously entered into a First Amendment to the Original Agreement, on February 22, 2022, to extend the termination date to September 30, 2022; and

WHEREAS, the CRA and GRANTEE agree to enter into this Second Amendment to the Original Agreement to extend the Termination Date from September 30, 2022 to January 31, 2023;

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. CRA and Grantee hereby agree to amend the Original Agreement to extend the Termination Date to January 31, 2023.

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, 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:

Renee A. Jadusingh, Esq., Executive Director
Title:

APPROVED TO FORM:

CRA Legal Advisor

ATTEST:

MT. OLIVE BAPTIST CHURCH OF DELRAY BEACH, INC., a Florida not-for-profit corporation

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 Mt. Olive Baptist Church of Delray Beach, Inc., a Florida not-for-profit corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

Signature

Name and Title

Commission Number