

**SECOND AMENDMENT TO THE DELRAY BEACH COMMUNITY REDEVELOPMENT
AGENCY RENT SUBSIDY PROGRAM GRANT AGREEMENT**

THIS SECOND AMENDMENT TO THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY RENT SUBSIDY PROGRAM GRANT AGREEMENT (“Second Amendment”) is made this ____ day of _____, 2021, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, *Florida Statutes*, (hereinafter referred to as "CRA" or “Agency”), and **APEX INSURANCE & INVESTMENT GROUP, LLC.**, a Florida limited liability company, (hereinafter referred to as "Grantee").

W I T N E S S E T H:

WHEREAS, the CRA and GRANTEE previously entered into a Rent Subsidy Program Grant Agreement dated November 12, 2020 (“Original Agreement”); and

WHEREAS, the CRA and GRANTEE entered into a First Amendment (“First Amendment”) to the Original Agreement to begin the rent subsidy payment on April 1, 2021 and continue the rent subsidy payments for twelve (12) months in accordance with the Original Agreement; and

WHEREAS, the CRA and GRANTEE desire to enter into this Second Amendment (“Second Amendment”) to allow rent subsidy payments to be made by reimbursement to the Grantee.

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. That Section 4.02 of the Original Agreement is hereby amended as follows:

4.02 Subsidy payments in the amount of Five Hundred and 00/100 Dollars (\$500.00) will be paid on a monthly basis beginning on the first day of the first full month after the approval of this agreement, and shall continue for a period of no more than twelve months.

Payments ~~shall~~ may be ~~made~~ mailed by the Agency directly to the Landlord at the following address, 702 NE 3rd Avenue, Delray Beach, FL 33444 or by reimbursement to the Grantee, so long as the Grantee complies with the terms and conditions of the Program.

3. That except as amended herein, the CRA and GRANTEE ratify, approve, and reaffirm the terms of the Original Agreement and First Amendment. 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 or 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.

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Renée A. Jadusingh, Esq.
CRA Executive Director

By: _____
Shirley E. Johnson
CRA Board Chair

APPROVED AS TO FORM:

CRA Legal Advisor

ATTEST:

APEX INSURANCE & INVESTMENT
GROUP, LLC

Print Name: _____
Title: _____

By: _____
Paul Jacques
Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ (name of officer or agent, title of officer or agent), of _____, a Florida _____, on behalf of the _____. He/She is personally known to me or has produced _____ (type of identification) as identification

Notary Public – State of Florida