

SECOND AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT

THIS SECOND AMENDMENT TO THE REDEVELOPMENT GRANT AGREEMENT

(hereinafter “the Agreement”) is made this ____ day of November, by and between the Town of Lake Park Community Redevelopment Agency ("CRA"), having an address at 535 Park Avenue, Lake Park, Florida 33403, and CIDC Lake Park LLC (CIDC), having an address of 15375 Blue Fish Circle, Lakewood Ranch, FL 34202, Oceana Logistics International, Inc. (“Oceana”) having an address at 221 Old Dixie Hwy, Suite 1, Tequesta, FL 33469, Kiss Kitchens LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 (“Kiss Kitchens”), and, Florida Canning Company, LLC, having an address at 15375 Blue Fish Circle, Lakewood Ranch, FL 34202 (“Florida Canning Company”) (collectively the “Lake Park Group”)

RECITALS

WHEREAS, the CRA has such powers and authority as have been conferred upon it by Chapter 163, Part 111, of the Florida Statutes; and

WHEREAS, the CRA has the authority pursuant to Chapter 163, Part III, Fla. Stat, to provide financial incentives in the form of grants to property owners within the community redevelopment area of the CRA provided the property owner is redeveloping its property to increase its valuation; and

WHEREAS, the Property having an address of 1001-1 10th Street, Lake Park, Florida (the Property); and

WHEREAS, based upon the representations of the corporate representatives and individuals of the Lake Park Group (the Grantee), the CRA agreed to provide a redevelopment grant in the amount of One Million Dollars \$1,000,000.00 (the Grant) to be used for a redevelopment project (the Project); and

WHEREAS, a development plan for the Property was originally approved pursuant to Resolution 82-12-21 (the Development Order); and

WHEREAS, the first amendment to the Development Order was approved by Resolution 36 04 23 on May 3, 2023 which allowed for certain design modifications and a modification of the date for completion of the Project; and

WHEREAS, according to the Agreement, the Project had to receive a Certificate of Occupancy by December 15, 2024; and

WHEREAS, several unavoidable incidents have caused delays in the Project, including delays associated with certain work to be performed at the Property by Florida Power & Light and the Seacoast Utility Authority ; and

WHEREAS, the Grantee has notified the CRA that it cannot meet the Certificate of Completion deadline established in the Agreement as December 15, 2024; and

WHEREAS, the Grantee has requested a second amendment to the Agreement to extend the date for the receipt of a Certificate of Occupancy to June 30, 2025.

NOW THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CRA and the Lake Park Group, intending to be legally bound, hereby agree to the amendment to paragraph 4 of the Agreement:

4. Initiation of Construction and Completion. The completion of the Project shall be in compliance with the Amended Agreement. **Pursuant to the Amended Agreement, a** final certificate of completion or occupancy for the Project must be achieved no later than June 30, 2025. Notwithstanding the foregoing, the Lake Park Group shall not be held liable or responsible for a delay in the completion of the Project if it is demonstrated to the reasonable satisfaction of the CRA Board that such delay is the result of a force majeure as defined in paragraph 20.

The parties hereto have duly executed this Second Amendment to the Agreement on the day and year first above written.

Community Redevelopment Agency

By:_____

Roger Michaud, Chair

CIDC Lake Park, LLC

By:_____

Frances M. Brandt

Oceana Logistics International, Inc.

By:_____

Amy Angelo

Kiss Kitchens LLC

By:_____

Richard Kooris

Florida Canning Company LLC

By: _____
Charles Schorr Lesnick

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