

**SECOND AMENDMENT TO BUSINESS INCENTIVE GRANT PROGRAM
AGREEMENT**

THIS SECOND AMENDMENT TO THE BUSINESS INCENTIVE GRANT AGREEMENT (“First Amendment”) is made as of this ____ day of November, 2019 by and between **VO AN VIETNAMESE RESTAURANT, LLC**, with its principle place of business located at 1821 N. State Road 7, Margate, FL 33063 (hereinafter referred to as "OWNER"), and the **MARGATE COMMUNITY REDEVELOPMENT AGENCY**, a Florida public agency created pursuant to Chapter 163, Florida Statutes, with an address of 5790 Margate Blvd., Margate, Florida, 33063 (hereinafter referred to as the “MCRA”).

W I T N E S S E T H:

WHEREAS, on May 9, 2019, the MCRA and OWNER entered into a Business Incentive Grant Agreement for operating space renovations at the OWNER’s property located at 1821 N. State Road 7, Margate, FL 33063 (hereinafter referred to as the “Original Agreement”); and

WHEREAS, the Original Agreement provided that all improvements shall be completed on or before September 9, 2019; and

WHEREAS, the MCRA and the OWNER entered into a First Amendment to the Original Agreement in order to extend the date by which all improvements should be completed to on or before October 30, 2019; and

WHEREAS, the MCRA and the OWNER desire to enter into this Second Amendment to the Original Agreement to provide for the OWNER with additional time to complete the improvements to the MCRA’s satisfaction, and to submit the necessary documentation to the MCRA in order to obtain the reimbursement of funds provided in the Original Agreement.

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 the MCRA and the OWNER agree to extend the deadline to complete the project to November 29, 2019. The grant shall be considered abandoned and the MCRA shall not be obligated to make any reimbursements if the project is not completed by November 29, 2019.

3. That except as amended herein, the MCRA and OWNER ratify, approve, and reaffirm the terms of the Original Agreement as amended by the First Amendment, and the Original Agreement, as amended by the 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, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

MARGATE COMMUNITY
REDEVELOPMENT AGENCY

BY: _____
TOMMY RUZZANO, CHAIR

ATTEST:

JEFF ORIS, EXECUTIVE DIRECTOR

VO AN VIETNAMESE RESTAURANT, LLC

By: _____

ATTEST:

Print Name: _____

Title: _____

By: _____

Print Name and Title

(SEAL)

STATE OF _____)

SS:

COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ authorized to do business in the State of Florida, and acknowledged executed the foregoing Agreement as the proper official of VO AN VIETNAMESE RESTAURANT, LLC, for the use and purposes mentioned in it and affixed the official seal of the company, and that the instrument is the act and deed of that company. He or She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 2019.

NOTARY PUBLIC

My Commission Expires: