

**SECOND AMENDMENT TO**  
**CITY OF PORT ST. LUCIE IMPACT FEE MITIGATION AGREEMENT BETWEEN CITY OF PORT ST.**  
**LUCIE, CITY ELECTRIC SUPPLY COMPANY AND CES PORT ST. LUCIE FL LANDLORD, LLC**

**THIS SECOND AMENDMENT TO CITY OF PORT ST. LUCIE IMPACT FEE MITIGATION AGREEMENT** ("Second Amendment") is executed as of the 1<sup>st</sup> day of November, 2022, by and among the City of Port St. Lucie, a Florida municipal corporation (the "City"), City Electric Supply Company, a Florida corporation (the "Company"), and CES Port St. Lucie FL Landlord, LLC, a Delaware limited liability company (the "Owner/Landlord").

**WITNESSETH:**

**WHEREAS**, City, Company, and Owner/Landlord entered into that certain City of Port St. Lucie Impact Fee Mitigation Agreement dated August 15, 2018, (the "Original Agreement") and recorded in the public records of St. Lucie County in Official Records Book 4175, Page 406, as amended by that certain First Amendment to City of Port St. Lucie Fee Mitigation Agreement Between City of Port St. Lucie, City Electric Supply Company and CES Port St. Lucie FL Landlord (the "First Amendment"; together with the Original Agreement, the "Agreement"), dated January 26, 2021, and recorded in the Public Records of St. Lucie County in Official Records Book 4555, Page 1501.

**WHEREAS**, pursuant to the Original Agreement, Owner/Landlord, in conjunction with the Company, is entitled to waiver of up to \$175,000 in Impact Fees, based upon the Company's commitment to create fifty (50) new jobs in Port St. Lucie in order to meet the threshold requirements set forth in section 159.509(A)(1),(4) of the City's Code of Ordinances and the Company's commitment to remain in the City for a period of at least ten (10) years while maintaining certain job creation and salary commitments in exchange for the City providing Owner/Landlord an Economic Development Impact Fee Waiver; and

**WHEREAS**, Section 2 of the Original Agreement requires the Company to create fifty (50) new jobs at certain salary levels as set forth in section 159.509(A)(1),(4) of the City's Code of Ordinances over a period of five (5) years, commencing in 2021 and ending in 2025; and

**WHEREAS**, Section 2 of the Original Agreement provided for the first job creation milestone date of December 31, 2021, with new job creation concluding on December 31, 2025; and

**WHEREAS**, due to COVID-19, the Company has reduced its workforce by 35 employees from its initial baseline of 210 employees; and

**WHEREAS**, the Company has begun the employee rehiring process and currently has 198 employees; and

**WHEREAS**, pursuant to the First Amendment, the parties modified the job creation

timeframes otherwise provided by the Original Agreement to permit the creation of 50 new jobs for a period of one year, such that the first job creation milestone would be applicable for the 2022 calendar year (rather than the 2021 calendar year), and the remaining job creation schedule extended by one year through 2026 (rather than 2025).

**WHEREAS**, the parties desire to amend the Agreement as more particularly set forth herein, to modify the job creation timeframes otherwise provided by the Agreement to permit the creation of 50 new jobs for a period of one year – such that the first job creation milestone will be applicable for the 2023 calendar year (rather than 2022), and the remaining job creation schedule will be extended by one year through 2027 (rather than 2026).

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, City, Company and Owner/Landlord hereby enter into this Amendment.

1. **Recitals/Defined Terms.** The above stated recitals are true and correct and are incorporated herein by this reference in their entirety. Capitalized terms which are not defined in this Second Amendment shall have the same meaning as defined in the Agreement.

2. **Modified Job Creation Schedule Table.** The Job Creation Schedule contained in the Table to Section 2 of the Agreement is modified as follows:

<u>Year Ending</u>	<u>Number of New Jobs</u>
12/31/2023	10
12/31/2024	8
12/31/2025	12
12/31/2026	10
12/31/2027	10

3. **Additional Terms.** This Amendment shall be incorporated into and made a part of the Agreement, and all provisions of the Agreement not expressly modified or amended hereby shall remain in full force and effect. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called “pdf” format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered.

[SIGNATURES ON FOLLOWING PAGES]

CITY OF PORT ST. LUCIE

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Russ Blackburn  
City Manager

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

STATE OF FLORIDA     )

COUNTY OF ST. LUCIE     )

The foregoing instrument was acknowledged before me **by means of** ☐ **physical presence or** ☐ **online notarization**, on this \_\_\_\_ day of \_\_\_\_\_, 2022, by Russ Blackburn, the City Manager of the City of Port St. Lucie, a Florida municipality. He is personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed printed or stamped name of Notary Public

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

\_\_\_\_\_  
James Stokes

Interim City Attorney

CITY ELECTRIC SUPPLY COMPANY

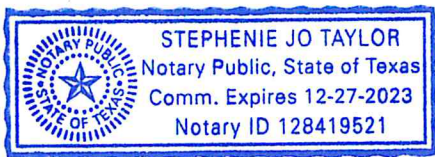
[Signature]  
Witness  
Print Name: Tan Haughey

By: [Signature]  
Philip Flaherty  
Chief Financial Officer

[Signature]  
Witness  
Print Name: Taylor Weatherly

STATE OF TEXAS     )  
COUNTY OF DALLAS    )

The foregoing instrument was acknowledged before me **by means of ☒ physical presence or ☐ online notarization**, on this 8<sup>th</sup> day of November, 2022, by Philip Flaherty, the Chief Financial Officer of CITY ELECTRIC SUPPLY COMPANY, a Florida corporation who is either personally known to me [ ] or has produced his driver's license as identification.



[Signature]  
Notary Public  
Stephenie Jo Taylor  
Typed printed or stamped name of Notary Public



CES PORT ST. LUCIE FL LANDLORD, LLC,  
a Delaware limited liability company

By: STEF NLIP, LLC, its sole member

By: SunTrust Equity Funding, LLC,  
its sole member

By:

Name: Allison McLeod

Title: Manager

Witness

Print Name: Andrew Jager

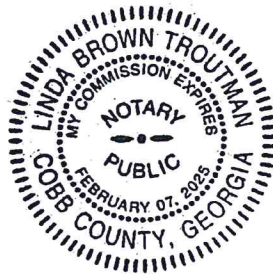
Bennett Sader

Witness

Print Name: Bennett Sader

STATE OF GEORGIA )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, on this 17<sup>th</sup> day of November, 2022, by  
Allison McLeod, the Manager of CES PORT ST. LUCIE FL LANDLORD, LLC, a  
Delaware limited liability company, who is either personally known to me [ ] or has produced  
his driver's license as identification.



Linda Brown Troutman  
Notary Public

Linda Brown Troutman  
Typed printed or stamped name of Notary Public