

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is entered into this ____ day of _____, 2025, by and between the City of Key West, a municipal corporation, hereinafter (“LESSOR”) and Key West Cultural Preservation Society, Inc., a Florida 501(C)(3) Non-profit Corporation whose address is P.O. Box 4837, Key West, Florida 33041-4837, (hereinafter “TENANT”).

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into an Agreement on the 3rd day of December 2019, and as amended under the First Amendment To Agreement on December 19th, 2024, for the property located and described as follows:

Mallory Square and Mallory Dock, Key West, FL and as outlined in Exhibit A of the Agreement.

WHEREAS, the LANDLORD and TENANT now desire to amend their Agreement which is attached hereto,

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Second Amendment, LANDLORD and TENANT agree as follows:

- 1 Term: The Agreement expiration date shall be May 31, 2025. In the event a new longer term agreement is not reached by the expiration date of this Second Amendment, then the Agreement shall continue on a month-to-month basis and may be terminated by either party upon thirty (30) days written notice.
- 2. Monthly payments during the extended term shall be \$500.00 per month.
- 3. TENANT shall provide LESSOR with an audit prepared by an external CPA covering fiscal years 20/21, 21/22 and 22/23 prior to any future negotiations regarding a term extension for the Agreement, but not later than July 1, 2025.
- 3. Except as modified herein, the Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Second Amendment to Agreement on the date first written above.

ATTEST: City of Key West
A Municipal Corporation

Keri O’Brien, City Clerk

By: _____
Danise Henriquez, Mayor

Key West Cultural Preservation Society, Inc.,
a Florida 501(c)(3) Non-profit Corporation

Witness

Name:
Title: