

SECOND ADDENDUM TO COMMERCIAL CONTRACT

THIS SECOND ADDENDUM is entered into this ___ day of _____, 2019 by and between City of Key West, Florida ("Seller") and The Housing Authority of the City of Key West, Florida, a body politic organized under Chapter 421 of the Florida Statutes ("Buyer" and together with Seller, each a "Party"; and together, the "Parties").

RECITALS

A. The Parties have previously entered in to that certain Commercial Contract, as Amended by Addendum to Commercial Contract dated May 2, 2019 (hereinafter collectively the "Contract") for the purchase and sale of property located in Monroe County, Florida and commonly referred to as 5220, 5224, 5228, and 5230 College Road, Key West, Florida 33040 (the "Real Property"). Capitalized terms used in this Second Addendum, unless specifically defined herein, shall have the meaning given to such terms in the Contract.

B. The Parties desire to ratify and amend the Contract as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Second Addendum by this reference.

2. **Ratification.** The Parties acknowledge that notwithstanding the acceptance date outlined in Paragraph 3 of the Contract and the date of execution of the Contract by the Buyer, the Contract is hereby ratified and confirmed in all respects and the same shall remain in full force and effect and be binding on the Parties in accordance with its terms except as modified or amended by this Second Addendum.

3. **Amendments to Agreement.**

a) **Closing Date.** The Parties hereby acknowledge and agree that the reference to "Paragraph 2" in Paragraph 4 of the Addendum to Commercial Contract shall be deleted and replaced with a reference to the financing described in Paragraph 3 of the Addendum to Commercial Contract; therefore, Paragraph 4 of the Addendum to Commercial Contract shall read as follows:

The Closing Date shall be ninety (90) days after approval of all necessary financing (with all time to appeal the Florida Housing Finance Corporation allocation(s) having expired and with no appeal then pending and no appeal instituted or petition filed) referenced in Paragraph 3; provided however, in no event shall the Closing Date be less than six (6) months from the Application Deadline (as defined in that certain RFA 2019-101-CDBG-DR Request for Applications).

b) The Parties acknowledge that the Paragraph 5 of the Addendum to Commercial Contract dated May 2, 2019 which sets forth the terms related to "Notices" was erroneously numbered as Paragraph 5; therefore, the Parties agree that such paragraph regarding "Notices" shall be numbered and referred to as Paragraph 6.

c) The Parties acknowledge that the Paragraph 6 of the Addendum to Commercial Contract dated May 2, 2019 which sets forth the terms related to the “Addendum Provisions to Control” was erroneously numbered as Paragraph 6; therefore, the Parties agree that such paragraph regarding the “Addendum Provisions to Control” shall be numbered and referred to as Paragraph 7.

4. **Second Addendum Provisions to Control.** To the extent that there is any inconsistency or conflict with any of the provisions contained in this Second Addendum with the Contract, the provisions set forth in this Second Addendum shall govern the understanding between the Seller and Buyer.

5. **Miscellaneous.** This Second Addendum shall be binding upon and inure to the benefit of the Parties, and their respective heirs, personal representatives, successors and assigns. No additions or modifications of any term or provision of this Second Addendum shall be effective unless set forth in writing, signed by the Party against whom enforcement of such addition or modification is sought.


6. **Counterparts.** This Second Addendum may be executed in two or more counterparts each of which shall be an original but all of which shall constitute one instrument. An executed facsimile copy or e-mail delivery of a “.pdf” format data file shall be an acceptable form of acceptance of this Second Addendum and shall be considered an original for all purposes.

*The remainder of this page has intentionally been left blank.
Signature page to follow.*

SELLER: CITY OF KEY WEST, FLORIDA

By: _____
Printed Name: _____
Its: _____
DATE: _____

BUYER: THE HOUSING AUTHORITY OF THE CITY OF KEY WEST, FLORIDA

By:  _____
Printed Name: J. Manuel Castillo, Sr.
Its: Executive Director
DATE: 7-16-19