

**FIRST AMENDMENT TO LEASE AGREEMENT
AND OPPORTUNITY TO CURE**

This First Amendment and Opportunity to Cure (“First Amendment”) is made by and between Pinellas County, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY,” and EXCELLERATED TEACHING CENTER, INC., a Florida corporation, hereinafter referred to as “LESSEE,” jointly referred to as the “Parties,” on this ____ day of _____, 2020.

WITNESSETH:

WHEREAS, the Parties entered into a lease agreement on October 23, 2018 for a portion of the Lealman Community Campus (LCC) located at 5175 45th Street North, Building ‘C’, St. Petersburg, Florida 33714, having approximately 5,229 rentable square feet, together with the use of certain common areas (hereinafter the “Lease Agreement”); and

WHEREAS, Section 24 of the Lease Agreement provides that if the LESSEE fails to pay any installment of rent when due in accordance with the terms of the Lease Agreement then LESSEE shall be in default thereunder; and

WHEREAS, Section 6 of the Lease Agreement states that all past due amounts received by the COUNTY after the 10th of each month shall bear interest at 5% from the date due until paid, without further notice or demand; and

WHEREAS, the terms of the Lease Agreement require the LESSEE to cure monetary defaults within ten (10) days of notification of said defaults; and

WHEREAS, Section 2 of the Lease Agreement states that the LESSEE has the option to extend for ten (10) additional renewal terms of one (1) year each provided the LESSEE is not in default; and

WHEREAS, the Lease Agreement is set to expire on October 22, 2020 unless LESSEE is willing and able to renew; and

WHEREAS, the LESSEE is in arrears in the amount of \$38,276.29; and

WHEREAS, the COUNTY has provided written notice to the LESSEE of the monetary default pursuant to Section 24 of the Lease Agreement; and

WHEREAS, the Parties agree to modify certain terms in the Lease Agreement pertaining to default, including the interest rate associated with past-due rent, the amount of time LESSEE has to cure the monetary defaults pursuant to the terms herein, and the LESSEE’s ability to renew the Lease.

NOW THEREFORE, the Parties hereby acknowledge and agree as follows:

1. The LESSEE owes the past-due rent depicted on Exhibit “A”, attached hereto and incorporated herein.

2. The LESSEE shall pay the past-due rent in accordance with the rent schedule attached as Exhibit "A".
3. The late fees associated with the past due rent depicted on Exhibit "A" herein shall be waived. Late fees incurred after the signing of this First Amendment shall be subject to the terms in Section 6 of the Lease Agreement.
4. LESSEE will continue to be in monetary default of the Lease Agreement until all past-due rent is paid in full. Notwithstanding, LESSEE may hereby and subsequently renew the Lease Agreement subject to the terms of this First Amendment, with all future renewals subject to mutual agreement of the Parties.
5. Failure to pay the past-due amount subject to the past-due rent schedule shall constitute an independent default of the Lease Agreement.
6. Rent shall continue to be due and payable pursuant to the terms of the Lease Agreement, in addition to the past-due rental payments due as referenced herein.
7. All other terms of the Lease Agreement, except as specifically modified herein, shall remain in full force and effect. To the extent the terms of the Lease Agreement conflict with the terms of this First Amendment, the terms of this First Amendment shall control.

LICENSEE:

EXCELLERATED TEACHING CENTER, INC.

By: 

Print Name: Robert Hasbrouck

Title: President

Date: 07/07/2020

COUNTY:

PINELLAS COUNTY, FLORIDA

By: 
Joe Lauro, Director, Administrative Services

Date: 7-8-2020

APPROVED AS TO FORM

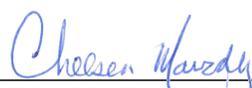
By: 
Office of the County Attorney

Exhibit "A"

Excellerated: Past Due June 2020			\$ 38,276.29		Payment Plan thru Term #2 End		
Term #1	Payment #	Due Date	Amount Due	<i>Payments Received</i>	Quarterly Amt	#	Due Date
	1	11/1/2018	3,921.75				
	2	12/1/2018	3,921.75				
	3	1/1/2019	3,921.75		11,765.25	#1	3/1/2020
	4	2/1/2019	3,921.75				
	5.1	3/1/2019	705.91	(16,392.91)		<i>Paid</i>	4/21/2020
	5.2	3/1/2019	3,215.84				
	6	4/1/2019	3,921.75		11,765.25	#2	4/1/2020
	7	5/1/2019	3,921.75				
	8.1	6/1/2019	1,294.17	(12,353.51)		<i>Paid</i>	5/5/2020
	8.2	6/1/2019	2,627.58				
	9	7/1/2019	3,921.75		11,765.25	#3	5/1/2020
	10	8/1/2019	3,921.75				
	11.1	9/1/2019	1,882.43	(12,353.51)		<i>Paid</i>	6/2/2020
	11.2	9/1/2019	2,039.32				
	12	10/1/2019	3,921.75		11,765.25	#4	6/1/2020
Term #2	1	11/1/2019	4,039.40				
	2	12/1/2019	4,039.40				
	3	1/1/2020	4,039.40		12,118.21	#5	7/1/2020
	4	2/1/2020	4,039.40				
	5	3/1/2020	4,039.40				
	6	4/1/2020	4,039.40		12,118.21	#6	8/1/2020
	7	5/1/2020	4,039.40				
	8	6/1/2020	4,039.40				
	9	7/1/2020	4,039.40		12,118.21	#7	9/1/2020
	10	8/1/2020	4,039.40				
	11	9/1/2020	4,039.40				
	12	10/1/2020	4,039.40		12,118.21	#8	10/1/2020
Total Lease Payments			95,533.83	(41,099.93)	54,433.90	Lease Balance	