

FIRST AMENDMENT TO SUBLEASE AGREEMENT

THIS FIRST AMENDMENT TO SUBLEASE AGREEMENT (“Amendment”) is entered into as of May _____, 2021 by and between HOPE Online Learning Academy Co-Op (“HOPE” or “Sublandlord”) and Douglas County School District RE-1 (“Subtenant”) and amends that certain Sublease Agreement (“Sublease”) dated June _____, 2020, by and between HOPE and Subtenant. Capitalized terms not defined in this Amendment shall have the meaning assigned to them in the Sublease.

NOW, THEREFORE, for the mutual covenants set forth in this Amendment and other good and valuable consideration, the Parties agree as follows:

1. Expansion of Sublease Premises. As of the Sublease Amendment Commencement Date (as hereinafter defined), the Sublease Premises shall consist of Suite 207, comprised of 8,979 rentable square feet, and Suite 205, comprised of 17,394 rentable square feet. Subtenant accepts the Sublease Premises in “As-Is” condition.
2. Commencement Date and Term. This Amendment shall become effective as of the later of the mutual execution of this Amendment or July 1, 2021 (the “Sublease Amendment Commencement Date”) and shall expire on July 31, 2022 (the “Amendment Term”).
3. Additional Security Deposit. Upon mutual execution of this Amendment, Subtenant shall deposit with HOPE an additional deposit in the amount of Twenty-Four Thousand Nine Hundred Thirty-One Dollars and 57/100 (\$24,931.57) (“Additional Security Deposit”). The Additional Deposit shall be held, with the Security Deposit, for Subtenant’s full and faithful performance of the Sublease, as amended. HOPE shall return the Security Deposit and Additional Security Deposit within thirty (30) days following the lease expiration or early termination of the Amendment Term.
4. Miscellaneous. Except as otherwise set forth in this Amendment, the Sublease shall remain in full force and effect and is hereby ratified and confirmed in all respects. In the event of a conflict between the terms of the Sublease and this Amendment, the terms of this Amendment shall govern and control. This Amendment may be executed in multiple counterparts, each of which shall constitute an original. Facsimile or electronic transmission of any signed original document, and the retransmission of any signed facsimile or electronic transmission, shall be the same as delivery of the original signed document.

IN WITNESS WHEREOF, the parties have signed this Amendment on the date first written above.

SUBLANDLORD:

SUBTENANT:

HOPE Online Learning Academy Co-Op

Douglas County School District RE-1

By: _____

By: _____

Title: _____

Title: _____

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