

## **SECOND AMENDMENT TO AGREEMENT**

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as “SBBC”),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale,  
Florida 33301

and

**VIRTUAL ENTERPRISES INTERNATIONAL, INC.**

(hereinafter referred to as “VEI”),  
having its principal place of business at  
122 Amsterdam Avenue, New York,  
New York 10023

**WHEREAS**, SBBC and VEI entered into an Agreement dated August 26, 2016 (hereafter “Agreement”); and

**WHEREAS**, the parties amended the Agreement on August 8, 2017 through a First Amendment to Agreement; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement; and

**WHEREAS**, the parties agree that the Agreement stipulates that if applications for middle schools and high schools are being made, the SBBC will be assessed a charge of \$2,000.00 dollars per new VEI program; and

**WHEREAS**, parties wish to remove (3) total sites from the Agreement: (2) VEI middle school sites and (1) VEI high school site.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein; the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement, by interlineation, to remove the following (2) middle school sites and (1) high school site in the following stated locations through the end of the Agreement:

School	Program	Number of Sections	Agreement Reduction in Cost
1. Forest Glen Middle School	VEjv	1	(\$2,000)
2. New River Middle School	VEjv	1	(\$2,000)
3. Stranahan High School	VEI	1	(\$1,600)
<b>Total Reduction in Cost</b>			<b>(\$5,600)</b>

1.03 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this Second Amendment to Agreement; then
- b) the First Amendment to Agreement; then
- c) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Second Amendment to Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Second Amendment to Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**FOR VEI**

**VIRTUAL ENTERPRISES INTERNATIONAL, INC.**

[Signature]      Nick Chapman      VEI      8/16/18  
President (signature)      (Print)      (Organization)      (Date)

ATTEST:

\_\_\_\_\_, Secretary

-or-

[Signature]  
Witness

[Signature]  
Witness

Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of AUGUST, 2018 by NICHOLAS CHAPMAN of

VEI Name of Person  
on behalf of the corporation/agency. He/~~She~~ is personally known to me or produced (KNOWN TO ME) as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]  
Signature – Notary Public

PAUL N. PRESTI  
Printed Name of Notary

01PR4627436  
Notary's Commission No.



**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

\_\_\_\_\_  
Robert W. Runcie,  
Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel