

# FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, 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

**ZOOBEAN, INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
4701 Cox Rd Ste 285, Glen Allen, Virginia, 23060

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated June 25, 2019, with a contract term from July 1, 2019 through June 30, 2020 ("Agreement"); and

**WHEREAS**, the Agreement provides access to VENDOR's software platform that facilitates independent reading for students throughout SBBC schools; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement ("First Amendment").

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 **Term of Agreement**. Pursuant to Section 2.01 of the Agreement, the term of the Agreement is hereby extended through June 30, 2021, unless terminated earlier pursuant to Section of 3.05 of the Agreement.

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 First Amendment; then
- b) the Agreement.

1.04 **Cost of Services**. SBBC shall pay Thirty-two Thousand Seven Hundred Twelve Dollars and 00/100 Cents (\$32,712.00) for licenses received under this First Amendment to Agreement, within thirty (30) days of receipt of an appropriate invoice as detailed below. The

total price represents one hundred eighty-eight (188) licenses at the negotiated price of One Hundred Seventy-four Dollars and 00/100 Cents (\$174.00) per school.

1.05 **Amended Provisions.** The parties hereby agree to the following amendment to the Agreement:

- **The revised Attachment B, attached hereto and incorporated herein, deletes and replaces the original Attachment B in the Agreement.**

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

1.07 **Authority.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

**IN WITNESS WHEREOF,** the parties hereto have made and executed this First Amendment on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**FOR SBBC:**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:

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

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR VENDOR:**

(Corporate Seal)

**ZOOBEAN, INC.**

ATTEST:

By [Signature]  
Signature

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

Printed Name: Felix Lloyd

-or-

Title: President

[Signature]  
Witness

[Signature]  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Washington

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this May 7, 2020 (date) by Felix Lloyd (name of officer or agent, title of officer or agent) of \_\_\_\_\_ (name of corporation acknowledging), a \_\_\_\_\_ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced Drivers License (type of identification) as identification and who  did/ did not first take an oath this 7 day of May, 2020.

My Commission Expires: 7/31/24

Signature – Notary Public [Signature]

Notary's Printed Name Brian Combs

Notary's Commission No. N/A

(SEAL)





3100 Clarendon Blvd. #200  
Arlington, VA 22201

Phone: (412) 532-6267  
Email: contact@zoobean.com  
EIN: 46-3216304

**Felix Brandon Lloyd**

**BILL TO:**

School Board of Broward County, Florida  
Accounting & Financial Reporting Department  
ATTN: Accounts Payable  
600 SE 3rd Avenue, 7th Floor  
Fort Lauderdale, FL 33301

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
1 Year Beanstack 6/19/2019 through 6/18/2020	150 Second Year Building Licenses	\$174.00	\$26,100.00
1 Year Beanstack 6/19/2019 through 6/18/2020	38 First Year Building Licenses	\$174.00	\$6,612.00

**Payment for services rendered under the Agreement 2019/2020: \$32,712**

1 Year Beanstack 6/19/2020 through 6/18/2021	150 Second Year Building Licenses	\$174.00	\$26,100.00
1 Year Beanstack 6/19/2020 through 6/18/2021	38 First Year Building Licenses	\$174.00	\$6,612.00

**Payment for services rendered under this First Amendment 2020/2021: \$32,712**

**Total \$65,424**