FIRST AMENDMENT TO THE CHARTER SCHOOL AGREEMENT

This First Amendment to the CHARTER AGREEMENT is made and entered into as of thisday of2014, by and between:
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, a body corporate operating and existing under the laws of the State of Florida [hereinafter referred to as "Sponsor"], and having its principal place of business located at 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301
and
HAITIAN AMERICAN BUSINESS COUNCIL, INC., (HABC) a Florida not-for-profit organization [hereinafter referred to as "School", and having its principal place of business located at 3740 Inverrary Drive, Lauderhill, Florida 33319
WHEREAS, the parties entered into a Charter School Agreement ("Agreement") on or about April 1, 2014, which incorporates by reference the SCHOOL's Charter School Application wherein the School was authorized to operate a charter K-8, known as Maruge International School of Self-Knowledge (MISSK), in Broward County, Florida;
WHEREAS, Section 2.B.4 of the Agreement permits the amendment of the Agreement during its term through mutual agreement of the parties, provided such modifications are agreed to in writing and executed by both parties; and
WHEREAS, the School desires to amend its Agreement to relocate the school to a new location.
NOW, THEREFORE, in consideration of the premises and of the mutual covenants and terms herein set forth, the parties agree as follows:
1.01 Recitals: The foregoing recitals are true and correct and are incorporated within this Charter by reference.
1.02 <u>Amendments:</u> The following portion of the Charter School Agreement shall be
amended to provide as follows:
Section 6.A.1: <u>Facility Location:</u> The School will be located at: 3280 West Broward Boulevard, Fort Lauderdale, Florida 33312.

- 1.03 Order of Precedence Among Agreement Documents: In the event of a 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) First Amendment to the Charter School Agreement; then
 - (b) The Charter School Agreement; then
 - (c) The Charter Application
- 1.04 Other Provisions, as Amended, Remain in Force: Except as expressly provided herein, all other portions of the agreement remain in full force and effect.
- **1.05** <u>Authority</u> Each person signing the First Amendment to the Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to Charter School Agreement as of the day and year first above written.

FOR THE SCHOOL

(Corporate Seal)	Haitian American Business Council, Inc. (HABC)
Attest: Secretary Or Witness Witness STATE OF FLORIDA	by: Rddy Remy, Chair Name and Title
COUNTY OF BRUNSED	
The foregoing instrument was acknowledge	d before me this 11 day of June, 2014 by
EDDY REMY	of
Name of Person on behalf of	Haitian American Business Council, Inc. (HABC)
the Governing Entity	
He/She took an oath and is personally known to	me or has produced as
identification.	
My commission expires: (SEAL) ERIKA L SAUER MY COMMISSION #FF018882 EXPIRES May 16, 2017 (487) 398-0153 FloridaNotaryService.com	Signature – Notary Public
My commission expires:	EKIKAL SAUEK
	Printed Name of Notary Public

FOR THE SPONSOR

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	ByPatricia Good, Chair
Robert W. Runcie Superintendent of Schools	Approved as to Form and Legal Content: Oblive State Oblive 44 Office of the General Counsel