

FIRST AMENDMENT TO IMPOWER, INC. LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT is to that Lease Agreement entered into on the 24th day of March, 2020, by and between **IMPOWER, INC.**, whose address is 111 West Magnolia Avenue, Longwood, Florida 32750, in this First Amendment referred to as “TENANT,” and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this First Amendment referred to as “LANDLORD.”

WITNESSETH:

WHEREAS, LANDLORD and TENANT entered into the above referenced Lease Agreement on March 24, 2020, for the property located at 3800 Dike Road, Winter Park, Florida 32792 for a term commencing on April 13, 2020 and continuing through April 12, 2022, and upon written agreement by the parties, providing for an extension of this Lease Agreement for two (2) additional two (2) year terms; and

WHEREAS, Section 21 of the Lease Agreement provides that no amendments or modifications of the Lease Agreement will be valid or binding unless expressed in writing and executed by the parties in the same manner as the execution of the original Lease Agreement; and

WHEREAS, the parties desire to amend the Lease Agreement to revise Section 11(e) to enable both parties to continue to enjoy the mutual benefits that the Lease Agreement provides,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this First Amendment to Lease Agreement, the parties agree to amend the Lease Agreement as follows:

CERTIFIED COPY - GRANT MALOU
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER
SEMINOLE COUNTY, FLORIDA
BY Denise Porter DEPUTY CLERK 

1. Section 11(e) of the Lease Agreement is amended to read:

Section 11. INSURANCE.

* * * * *

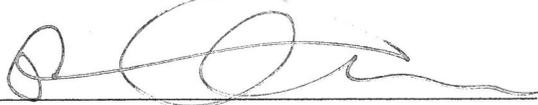
(e) Claims-Made Basis. All insurance policies may be on an occurrence basis or claims-made basis. If a claims-made basis, coverage meeting the requirements of this Lease Agreement must be maintained for three (3) years following the termination of Lease Agreement obligations.

* * * * *

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement for the purpose expressed above.

WITNESSES:

IMPOWER, INC.



SIGNATURE

ANNA KESIC, CEO

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PRINT NAME

6/18/2020



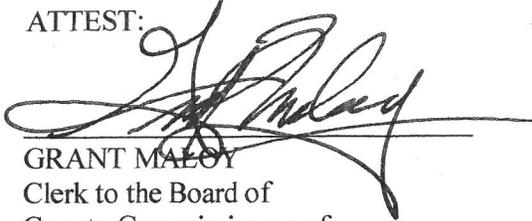
SIGNATURE

Anthony Thompson

PRINT NAME

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ATTEST:



GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By:


JAY ZEMBOWER, Chairman

Date:

7-28-2020

For the use and reliance of
Seminole County only.

As authorized for execution by the Board of
County Commissioners at its July 28,
2020, regular meeting.

Approved as to form and
legal sufficiency.


County Attorney

DGS/dre
06/15/20

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