

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 18, 2020

LEGACY EDUCATION ALLIANCE, INC.  
(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction  
of incorporation)

**000-55790**  
(Commission File Number)

**39-2079974**  
(IRS Employer  
Identification No.)

**1612 Cape Coral Parkway East, Cape Coral, Florida**  
(Address of principal executive offices)

**33904**  
(Zip Code)

Registrant's telephone number, including area code: **(239) 542-0643**

**N/A**  
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement.**

*Amendment of Commercial Contract with Daniel Thom, as Trustee of Torstonbo Trust*

On July 24, 2020 (the "Effective Date"), 1612 E. Cape Coral Parkway Holding Co., LLC ("Seller"), a subsidiary of the Company, entered into a Commercial Contract with Daniel Thom, as Trustee of Torstonbo Trust, a Florida revocable trust ("Buyer") for the sale of the real property and improvements located at 1612 E. Cape Coral Parkway, Cape Coral, Florida (the "Property"), subject to the terms and conditions of the Commercial Contract. The Property is currently used as the corporate headquarters of the Company and various of its subsidiaries.

Under the terms of the Commercial Contract, Seller has ten (10) days from receipt of notice from Buyer to cure any title defects properly objected to by Buyer (the "Curative Period"). On August 18, 2020, Seller and Buyer entered into a First Amendment to Commercial Contract that extended the Curative Period to September 30, 2020 and setting the date of closing on the sale to be five (5) business days after notice to and receipt by Buyer of evidence of satisfactory cure to title defects acceptable to the title underwriter.

A copy of the First Amendment to Commercial Contract is attached hereto as Exhibit 10.1 and is incorporated by reference herein. The description of the First Amendment to Commercial Contract above is qualified in its entirety by reference to the full text of the First Amendment to Commercial Contract.

**Item 9.01 – Financial Statements and Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#"><u>First Amendment to Commercial Contract dated as of August 20, 2020 between 1612 E. Cape Coral Parkway Holding Co., LLC and Danial Thom, as Trustee of the Torstonbo Trust.</u></a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 20, 2020

**LEGACY EDUCATION ALLIANCE, INC.**

By: /s/ James E. May  
Name: James E. May  
Title: Chief Executive Officer

**First Amendment to Commercial Contract**  
*(the "First Amendment")*

Buyer: **Daniel Thom, as Trustee of the Torstanbo Trust**  
Seller: **1612 E. CAPE CORAL PARKWAY HOLDING CO., LLC**  
Property  
Address: **1612 E. CAPE CORAL PKWY., CAPE CORAL, FL 33904**

**THIS FIRST AMENDMENT** is made part of the Commercial Contract (the "**Contract**"), concerning the Property referenced above. Notwithstanding anything contained in the Contract, as previously amended, to the contrary:

1. Buyer and Seller hereby agree and amend as follows: to extend the expiration of Seller's Curative Period for Title to **September 30, 2020**; and the Closing Date to on or before **5 business days** after notice to and receipt by Buyer of evidence of satisfactory cure of title defects (acceptable to title underwriter). Seller will use good faith efforts to cure the title defect.
2. Except as otherwise modified herein, this First Amendment shall not alter, modify or amend the Contract, as previously amended. In the event of a conflict between this First Amendment and the Contract, the terms of this First Amendment shall prevail.
3. This First Amendment may be executed in counterparts and a facsimile or electronic signature copy (DocuScan) shall be deemed to have the same force and effect as an original.

Buyer:  
**Daniel Thom,**  
**as Trustee of the Torstanbo Trust**

Seller:  
**1612 E. Cape Coral Parkway Holding Co., LLC,**  
a Florida limited liability company

By: /s/ Daniel Thom  
**Daniel Thom, Trustee**  
August 20, 2020

By: /s/ James E. May  
**James E. May, as Manager**  
August 20, 2020

*Third Amendment to "As Is" Residential Contract For Sale and Purchase*