

**FIRST AMENDMENT TO  
AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this  
21 day of FEBRUARY, 2014, 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

**TEXAS LIFE INSURANCE COMPANY**  
(hereinafter referred to as "Texas"),  
whose principal place of business is  
900 Washington Avenue  
Waco, Texas 76701

**WHEREAS**, SBBC and Texas entered into an Agreement dated October 16, 2012 (hereinafter "Agreement") for Voluntary Supplemental Insurance Plans/Programs for School Board Employees under RFP 13-010V; and

**WHEREAS**, SBBC issued a Request for Proposals, identified as RFP 13-010V Voluntary Supplemental Insurance Plans/Programs, dated April 11, 2012, and amended by Addendum Number 1, dated May 4, 2012, and Addendum Number 2, dated May 7, 2012, (hereafter referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for Voluntary Supplemental Insurance Plans/Programs for SBBC employees; and

**WHEREAS**, Texas offered a proposal dated May 24, 2012, (hereafter referred to as "Proposal") which is incorporated by reference herein, in response to RFP.

**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 is hereby acknowledged, the Parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

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

## ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Full-Time Employee.** Awardee agrees to share in the cost of providing one full-time SBBC employee to administer the Voluntary Supplemental Insurance, including benefits, office equipment, supplies, travel and professional dues. The cost of \$80,000 per year will be billed to the Awardee(s) as follows:

a. For 2015, the \$80,000 cost shall be shared as follows. Let N represent the number of new voluntary Awardees (“New Awardees”) with whom SBBC contracts in 2015. In addition to the New Awardees, there are 2 existing Awardees (“Existing Awardees”) with whom SBBC had an agreement in 2014. The 2 Existing Awardees will share a portion of the \$80,000 charge equal to  $\$80,000 \times 2 / (2 + N)$ . The amount charged to each Existing Awardee will be proportionate to each Existing Awardee’s share of SBBC voluntary enrollment as of December 1, 2014. The remainder of the \$80,000 charge will be shared equally between the New Awardees. **For example**, if SBBC adds 3 New Awardees for 2015, the Existing Awardees would be charged a combined total of  $\$80,000 \times 2 / (2 + 3) = \$32,000$ , in proportion to their share of the 2014 enrollment. Each of the 3 New Awardees would be charged 1/3 of the remaining \$48,000, or \$16,000.

b. For 2016 and future years, the \$80,000 cost will be allocated across all Awardees (both New Awardees and Existing Awardees) proportionate to each Awardee’s share of existing SBBC voluntary enrollment as of December 1 of the immediately preceding year.

2.02 **Priority of Documents.** In the event of a conflict between documents, the order or priority of the documents shall be as follows:

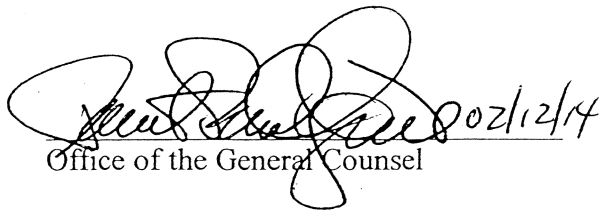
- |         |  |
|---------|--|
| First:  | First Amendment to Agreement;  |
| Second: | The Agreement;   |
| Third:  | Addendum Number Two [dated May 7, 2012];                                       |
| Fourth: | Addendum Number One [dated May 4, 2012];                                       |
| Fifth:  | RFP 13-010V “Voluntary Supplement Insurance Plans/Programs”; and               |
| Sixth:  | The Proposal submitted in response to the RFP by Texas Life Insurance Company. |

In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

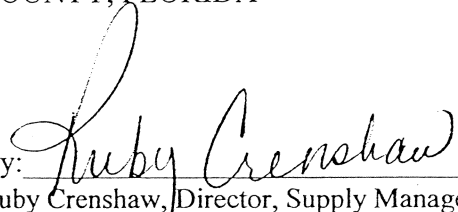
**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Amendment to the Agreement on the date first above written.

FOR SBBC

Approved as to Form and Legal Content:

  
Office of the General Counsel

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA


By:   
Ruby Crenshaw, Director, Supply Management  
and Logistics by designee of Robert w. Runcie,  
Superintendent of Schools

**FOR TEXAS**

(Corporate Seal)

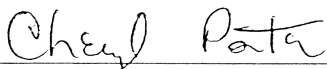
ATTEST:


Texas Life Insurance Company

By   
Steve R. Worley, Vice President, Marketing

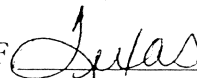
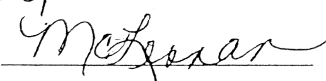
\_\_\_\_\_, Secretary

-or-

  
Witness

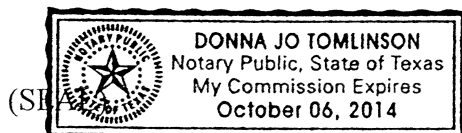
  
Witness

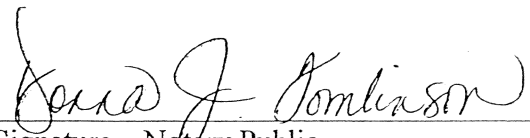
**The Following Notarization is Required for Every Agreement Without Regard to  
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF   
COUNTY OF 

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
Feb., 2014 by Steve R. Worley, of Texas Life Insurance Company, on behalf of the  
corporation/agency. He is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath.

My Commission Expires:



  
Signature – Notary Public

Donna J. Tomlinson  
Printed Name of Notary

10-6-14  
Notary's Commission No.