THIS I	FIRST AMENDMENT TO AGREEMENT is made and entered in	nto as	of this
day of	, 2016, 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

# CITIGROUP GLOBAL MARKETS INC.

(hereinafter referred to as "CITI"), whose principal place of business is 390 Greenwich Street, 2<sup>nd</sup> Floor New York, New York 10013

WHEREAS, under RFP 14-012V regarding Investment Banking Services, the Agreement term is from December 3, 2013 through July 31, 2016, and may be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period; and

WHEREAS, SBBC and CITI entered into an Agreement dated December 2, 2013 (hereinafter referred to as "Agreement"); under RFP 14-012V, for the term of December 3, 2013 through July 31, 2016, and allowed for an extension of two additional one-year periods and, if needed, 180 days beyond the expiration date of renewal period; and

WHEREAS, SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year.

**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:

- 1. Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
- 2. The Agreement regarding Investment Banking Services is hereby renewed for one year beginning August 1, 2016 through July 31, 2017

- Section 2.02 of the Agreement is hereby amended, by interlineation, as follows: 3.
- In the event of a conflict between documents, the Priority of Documents. 2.02 following priority of documents shall govern.

First:

This First Amendment to Agreement, then;

Second: Agreement, then;

Addendum No. 1; then

Third:

Fourth:

RFP 14-012V - Investment Banking Services; then

Seventh: Proposal submitted by CITI in response to the RFP 14-012V

- Other Provision Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- Authority. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement 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 to Agreement.

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

### FOR SBBC

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
	ats.

By · Dr. Rosalind Osgood, Chair

-14

Robert W. Runcie, Superintendent of Schools

ATTEST:

Approved as to Form and Legal Content:

Office of the General Counsel

# **FOR CITI**

(Corporate Seal)	CITIGROUP GLOBAL MARKETS INC.
ATTEST:	Ву
Secretary Jarris Witness Chapter Down	etary
7/100	* 3 at
Witness	
The Following <u>Notarization i</u> Whether the Party Chose to	s Required for Every Agreement Without Regard to Use a Secretary's Attestation or Two (2) Witnesses.
STATE OF Florida	E
COUNTY OF Hills borau	ah -
The foregoing instrument way  , 20 16 by  Citizen Cholor  Name of Corporation or Agency	as acknowledged before me this 9th day of Name of Person of Name of Person, on behalf of the corporation/agency.
He/She is personally known to me o	r produced as
identification and did/did not first ta	
My Commission Expires: July 18	3th, 2017 Mind Day
	Signature – Notary Public
	Michael Gargis
(SEA MICHAEL GARGIS MY COMMISSION #FF037464	Printed Name of Notary
EXPIRES: JUL 18, 2017 Bonded through 1st State Insurance	FF037464 Notary's Commission No.

THIS FIRS	T AMENDMENT TO	AGREEMENT 1	is made	and	entered	into	as	of 1	this
day of	, 2016, 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

#### J.P. MORGAN SECURITIES LLC

(hereinafter referred to as "JPM"), whose principal place of business is 383 Madison Avenue New York, New York 10179

WHEREAS, under RFP 14-012V regarding Investment Banking Services, the Agreement term is from December 3, 2013 through July 31, 2016, and may be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period; and

WHEREAS, SBBC and JPM entered into an Agreement dated December 2, 2013 (hereinafter referred to as "Agreement"); under RFP 14-012V, for the term of December 3, 2013 through July 31, 2016, and allowed for an extension of two additional one-year periods and, if needed, 180 days beyond the expiration date of renewal period; and

WHEREAS SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year.

**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:

- 1. Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
- 2. The Agreement regarding Investment Banking Services is hereby renewed for one year beginning August 1, 2016 through July 31, 2017

- 3. Section 2.02 of the Agreement is hereby amended, by interlineation, as follows:
- 2.02 <u>Priority of Documents.</u> In the event of a conflict between documents, the following priority of documents shall govern.

Second: Agreement, then;
Third: Addendum No. 1; then

Fourth: RFP 14-012V – Investment Banking Services; then

Seventh: Proposal submitted by JPM in response to the RFP 14-012V

- 4. Other Provision Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 5. Authority. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement 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 to Agreement.

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

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST	By Dr. Rosalind Osgood, Chair
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content:  Digitally signed by Kathelyn Jacques-Adams Obic on-Hathlyn Jacques-Adams, on the School Board of Browned County, Forder, on-Office of the General County Remain James, Jacques - Adams Remain J

# **FOR JPM**

(Corporate Seal)

# J.P. MORGAN SECURITIES LLC

ATTEST:	By T.J. Whitehase
, Secretary	is Kesses
Witness	
The Following <u>Notarization is Req</u> Whether the Party Chose to Use a	uired for Every Agreement Without Regard to Secretary's Attestation or Two (2) Witnesses.
STATE OF Flonda.	
The foregoing instrument was acknowledged by the control of the co	nowledged before me this 4th day of
J.P. MURBAN SECULTES LLC	Name of Person , on behalf of the corporation/agency.
Name of Corporation or Agency He/She is personally known to me or prod identification and did/did not first take an	oath. Type of Identification
My Commission Expires:	Signature – Notary Public
ALEXIS DAVIS  Notary Public - State of Florida  My Comm. Expires Jun 12, 2018  Commission # FF 132161	Printed Name of Notary  FF 13216
	Notary's Commission No.

THIS FIRST	AMENDMENT TO A	AGREEMENT i	s made	and	entered	into	as o	of 1	this
day of	, 2016, by and b	etween							

# 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

### MORGAN STANLEY & CO. LLC

(hereinafter referred to as "MSC"), whose principal place of business is 1585 Broadway, 11<sup>th</sup> Floor New York, New York 10036

WHEREAS, under RFP 14-012V regarding Investment Banking Services, the Agreement term is from December 3, 2013 through July 31, 2016, and may be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period; and

WHEREAS, SBBC and MSC entered into an Agreement dated December 2, 2013 (hereinafter referred to as "Agreement"); under RFP 14-012V, for the term of December 3, 2013 through July 31, 2016, and allowed for an extension of two additional one-year periods and, if needed, 180 days beyond the expiration date of renewal period; and

WHEREAS, SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year.

**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:

- 1. <u>Recitals</u>. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
- 2. The Agreement regarding Investment Banking Services is hereby renewed for one year beginning August 1, 2016 through July 31, 2017

- 3. Section 2.02 of the Agreement is hereby amended, by interlineation, as follows:
- 2.02 <u>Priority of Documents.</u> In the event of a conflict between documents, the following priority of documents shall govern.

Second: Agreement, then; Third: Addendum No. 1; then

Fourth: RFP 14-012V – Investment Banking Services; then

Seventh: Proposal submitted by MSC in response to the RFP 14-012V

- 4. Other Provision Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 5. Authority. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement 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 to Agreement.

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

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	By Dr. Rosalind Osgood, Chair
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content:  Deptally signed by glabelyn Jacques Adams Deptally signed by glabelyn Jacques Teleda, our-Office of the General Counsel  Resson: Morgan Stanley & Co. LEC - First Amendment - RFP 14-012V Investment Banking Service Date: 2016.05.06 122:339-01007

# FOR MSC

(Corporate Seal)	MORGAN STANLEY & CO. LLC
ATTEST:	By Mi Louver
, Secretary	
Witness	
	ired for Every Agreement Without Regard to Secretary's Attestation or Two (2) Witnesses.
STATE OF Florida	
COUNTY OF Broward	
The foregoing instrument was acknowledged by James of Corporation or Agency	Name of Person  on behalf of the corporation/agency.
He/She is personally known to me or production and did/did not first take an or	ced was the as
My Commission Expires:	
STEPHANIE FIERO MY COMMISSION #FF949807 EXPIRES: JAN 12, 2020 Bonded through 1st State Insurance	Signature – Notary Public  Printed Name of Notary
	Notary's Commission No.

THIS FIRS	AMENDMENT TO AGREEMENT is made and entered into as of t	this
day of	, 2016, 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

### PNC CAPITAL MARKETS LLC

(hereinafter referred to as "PNC"), whose principal place of business is 249 Fifth Avenue Pittsburgh, PA 15222

WHEREAS, under RFP 14-012V regarding Investment Banking Services, the Agreement term is from December 3, 2013 through July 31, 2016, and may be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period; and

WHEREAS, SBBC and PNC entered into an Agreement dated December 2, 2013 (hereinafter referred to as "Agreement"); under RFP 14-012V, for the term of December 3, 2013 through July 31, 2016, and allowed for an extension of two additional one-year periods and, if needed, 180 days beyond the expiration date of renewal period; and

WHEREAS, SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year.

**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:

- 1. Recitals. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
- 2. The Agreement regarding Investment Banking Services is hereby renewed for one year beginning August 1, 2016 through July 31, 2017.

- 3. Section 2.02 of the Agreement is hereby amended, by interlineation, as follows:
- 2.02 Priority of Documents. In the event of a conflict between documents, the following priority of documents shall govern.

Second: Agreement, then; Third: Addendum No. 1; then

Fourth: RFP 14-012V - Investment Banking Services; then

Seventh: Proposal submitted by PNC in response to the RFP 14-012V

- 4. Other Provision Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 5. Authority. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement 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 to Agreement.

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

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA			
By			
Approved as to Form and Legal Content:  Biglishy signed by Kathelyn Jacques Adams Disconstanting Jacques Adams, other States of the School Board of Broward County, Render, Jacques Adams, other States of the General County Resconstrainty Jacques adams statement than from the Strong Broward County Resconstrainty Jacques adams statement Adams. County Resconstraint States of the Statement Strong St			

# **FOR PNC**

(Corporate Seal)	PNC CAPITAL MARKETS LLC
ATTEST:	By John W.
, Secretary	
Witness Witness	
The Following <u>Notarization is Rec</u> Whether the Party Chose to Use	quired for Every Agreement Without Regard to a Secretary's Attestation or Two (2) Witnesses.
STATE OF FLoride	
COUNTY OF Orenze	
The foregoing instrument was ack	nowledged before me this 4 day of John Harther of Person
2014 by	Name of Person of
	on behalf of the corporation/agency.
Name of Corporation or Agency	, on behalf of the corporation against
He/She is personally known to me or pro	ducedas
identification and did/did not first take ar	oath. Type of Identification
My Commission Expires:	Jel Tell
REBECCA FELDER NOTARY PUBLIC STATE OF FLORIDA Comm# FF067890 Expires 2/17/2018	Signature – Notary Public  Cebecce Tolde  Printed Name of Notary  2 - 17 - 18
	Notary's Commission No.
	Troming of Commission Trop

THIS FIRST	AMENDMENT TO AGREEMENT	is	made	and	entered	into	as	of	this
day of	, 2016, 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

### RBC CAPITAL MARKETS, LLC

(hereinafter referred to as "RBC"), whose principal place of business is Three World Financial Center, 200 Vesey Street, 5<sup>th</sup> Floor New York, New York 10281

**WHEREAS**, under RFP 14-012V regarding Investment Banking Services, the Agreement term is from December 3, 2013 through July 31, 2016, and may be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period; and

**WHEREAS**, SBBC and RBC entered into an Agreement dated December 2, 2013 (hereinafter referred to as "Agreement"); under RFP 14-012V, for the term of December 3, 2013 through July 31, 2016, and allowed for an extension of two additional one-year periods and, if needed, 180 days beyond the expiration date of renewal period; and

**WHEREAS**, SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year.

**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:

- 1. <u>Recitals</u>. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
- 2. The Agreement regarding Investment Banking Services is hereby renewed for one year beginning August 1, 2016 through July 31, 2017

- 3. Section 2.02 of the Agreement is hereby amended, by interlineation, as follows:
- 2.02 <u>Priority of Documents.</u> In the event of a conflict between documents, the following priority of documents shall govern.

Second: Agreement, then;

Third:

Addendum No. 1; then

Fourth:

RFP 14-012V - Investment Banking Services; then

Seventh: Proposal submitted by RBC in response to the RFP 14-012V

- 4. Other Provision Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 5. <u>Authority.</u> Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement 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 to Agreement.

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

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	By Dr. Rosalind Osgood, Chair
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content:  Jathelyn & acques Adams Dix crisathelyn Jacques Adams, on-The School Board of Broward County, Florida, ou-Office of the General Counsel, emails-athelyn jacques Adms globrowards books com, c=U5 Reason: RBC Capital Markets, LLC - First Amendment - RFP 14:0121 Investment Banking Services Date: 2016.05.12.14:10:56-04007
	Office of the General Counsel

# **FOR RBC**

(Corporate	Seal)

# RBC CAPITAL MARKETS, LLC

ATTEST:, Secretary	By Ale M
-or- Witness	
Witness	
The Following <u>Notarization is Required</u> Whether the Party Chose to Use a Seco	I for Every Agreement Without Regard to retary's Attestation or Two (2) Witnesses.
STATE OF FLORIDA	
COUNTY OF PINELLAS	
The foregoing instrument was acknowled to the foregoing instrument was acknowled by the foregoing instrument was a	edged before me this / O day of O day o
My Commission Expires:	gnature - Notary Public
(SEAL)	Tray L Murderly
TRACY L. MURDOCH  Notary Public - State of Florida  My Comm. Expires Oct 31, 2018  Commission # FF 138939	138939 otary's Commission No.

THIS FIRST	AMENDMENT TO	AGREEMENT	is made	and	entered	into	as	of t	this
day of	, 2016, 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

# WELLS FARGO BANK, N.A.

(hereinafter referred to as "WELLS"), whose principal place of business is 420 Montgomery Street San Francisco, CA 94163

WHEREAS, under RFP 14-012V regarding Investment Banking Services, the Agreement term is from December 3, 2013 through July 31, 2016, and may be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period; and

WHEREAS, SBBC and WELLS entered into an Agreement dated December 2, 2013 (hereinafter referred to as "Agreement"); under RFP 14-012V, for the term of December 3, 2013 through July 31, 2016, and allowed for an extension of two additional one-year periods and, if needed, 180 days beyond the expiration date of renewal period; and

WHEREAS, SBBC wishes to exercise its first of two (2) options to renew the Agreement for a period of one (1) additional year.

**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:

- 1. <u>Recitals</u>. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.
- 2. The Agreement regarding Investment Banking Services is hereby renewed for one year beginning August 1, 2016 through July 31, 2017

- 3. Section 2.02 of the Agreement is hereby amended, by interlineation, as follows:
- 2.02 <u>Priority of Documents.</u> In the event of a conflict between documents, the following priority of documents shall govern.

First:

This First Amendment to Agreement, then;

Second: Agreement, then;

Agreement, then; Addendum No. 1; then

Third: Fourth:

RFP 14-012V - Investment Banking Services; then

Seventh: Proposal submitted by WELLS in response to the RFP 14-012V

- 4. Other Provision Remain in Force. Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
- 5. Authority. Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement 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 to Agreement.

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

## FOR SBBC

(Corporate Seal)	THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
ATTEST:	By Dr. Rosalind Osgood, Chair
Robert W. Runcie, Superintendent of Schools	Approved as to Form and Legal Content:  Digitally signed by Kathelyn Jacques Adams Dit: cn=Kathelyn Jacques Adams, o=The School Board of Brown Dit: cn=Kathelyn Jacques Adams, o=The School Board of Brown Adams, o=The Grand Content Adams, o=The Gra

Office of the General Counsel

# **FOR WELLS**

(Corporate Seal)

WELLS FARGO BANK, N.A.

ATTEST:	By JAOUG
, Secretary	
My	
Witness Witness	
The Following Notarization is Requivers Whether the Party Chose to Use a State of the Party Chose of the	<u>ired for Every Agreement</u> Without Regard to Secretary's Attestation or Two (2) Witnesses.
STATE OF FLORIDA	
COUNTY OF Pirellas	
Wells FARSO Bank, n. A.  Name of Corporation or Agency	owledged before me this 27th day of Mane of Person on behalf of the corporation/agency.
He/She is personally known to me or produ identification and did/did not first take an or	
My Commission Expires:	Signature / Notary Public
(SEAL)  JULIE A. RENFROE NOTARY PUBLIC STATE OF FLORIDA Commit FF157023 Expires 9/7/2018	Printed Name of Notary  FF157023
	Notary's Commission No.