

**FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017, 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

**AXA EQUITABLE LIFE INSURANCE COMPANY**  
(hereinafter referred to as "[AXA]"),  
whose principal place of business is  
100 Madison Street  
Syracuse, New York 13202

**WHEREAS**, SBBC issued a Request For Proposal identified as RFP 15-010P 403(b)/457(b) Program for School Board Employees dated March 4, 2014 and amended by Addendum Number One dated March 26, 2014 (herein referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for 403(b)/457(b) Program for School Board Employee; and

**WHEREAS**, AXA offered a proposal dated April 16, 2014, (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, SBBC and AXA entered into an Agreement dated March 17, 2015 (hereinafter referred to as "Agreement") for 403(b)/457(b) Annuity Program for School Board Employees.

**WHEREAS**, SBBC and AXA desire to further amend the Agreement.

**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:

**ARTICLES**

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

2.01 **Product Offerings & Marketing.** AXA agrees to continue the same products and pricing as outlined in their Proposal.

3.01 **Priority of Documents.** In the event of a conflict between the documents the following priority of documents shall govern:

- First: First Amendment to the Agreement; then
- Second: This Agreement; then
- Third: Addendum Number One Dated, March 26, 2014; then
- Fourth: RFP 15-010P - "403(b)/457(b) Program for School Board Employees; then
- Fifth: The Proposal submitted by AXA in response to the RFP.

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

4.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Agreement shall be extended for an additional one-year period, which will begin on January 1, 2018 and end on December 31, 2018.

5.01 **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.

6.01 **All other Terms and Conditions.** Except as expressly provided herein, all terms and conditions set forth in the Agreement and this First Amendment to Agreement shall remain in force and effect for the contract term specified within this First Amendment to Agreement.

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

**FOR SBBC**

(Corporate Seal)

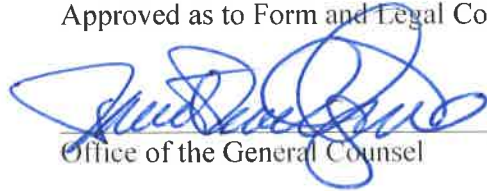
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Abby M. Freedman, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:


 07/07/17  
Office of the General Counsel

**FOR AXA**

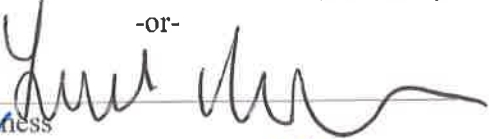
(Corporate Seal)

AXA EQUITABLE LIFE INSURANCE  
COMPANY

ATTEST:

By   
Keith Namiot, Lead Director

\_\_\_\_\_, 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.**

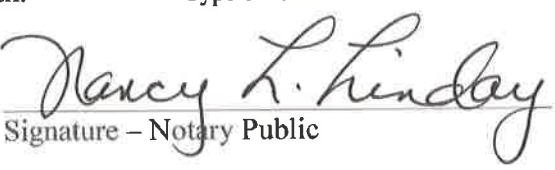
STATE OF NY

COUNTY OF NY

The foregoing instrument was acknowledged before me this 22nd day of  
June, 2017 by Keith Namiot of  
AXA Equitable, on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

He/She is personally known to me or produced drivers license as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires:

  
Signature - Notary Public

**NANCY L. LINDAY**  
**Notary Public - State of New York**  
**(SEAL No. 01LI16014002**  
**Qualified in New York County**  
**My Commission Expires Oct. 19, 2018**

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

## **SECOND AMENDMENT TO AGREEMENT**

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, 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

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY**  
(hereinafter referred to as “[VALIC] ”),  
whose principal place of business is  
2929 Allen Parkway,  
Houston, Texas 77019

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 15-010P 403(b)/457(b) Program for School Board Employees dated March 4, 2014 and amended by addendum Number One dated March 26, 2014 (herein referred to as RFP”) which is incorporated by reference herein, for the purpose of receiving proposals for 403(b)/457(b) Program for School Board Employees; and

**WHEREAS**, VALIC offered a proposal dated April 15, 2014, (hereinafter referred to as “Proposal”) which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, SBBC and VALIC entered into an Agreement dated March 17, 2015 (hereinafter “Agreement”) for 403(b)/457(b) Annuity and Mutual Fund Program for School Board Employees under RFP 15-010P; and

**WHEREAS**, VALIC and SBBC agreed to amend the Agreement to include references to the 403(b) Custodial Agreement, 403(b) Plan Loan Policy, 457 Plan Custodial Agreement, 457 Plan Loan Policy, and Group Fixed Annuity Master Application for accounts established with VALIC under each of the Plans, respectively, attached as Exhibits A-E to the First Amendment to the Agreement.

**WHEREAS**, SBBC and VALIC desire to further amend the Agreement.

**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:

## ARTICLES

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

2.01 **Product Offerings & Marketing.** VALIC agrees to continue the same products and pricing as outlined in their Proposal.

3.01 **Priority of Documents.** In the event of a conflict between the documents the following priority of documents shall govern:

- |         |   |
|---------|---|
| First:  | Second Amendment to Agreement; then                                     |
| Second: | First Amendment to Agreement and Exhibits A through E thereto;<br>then  |
| Third:  | The Agreement; then   |
| Fourth: | Addendum Number One Dated, March 26, 2014; then                         |
| Fifth:  | RFP 15-010P - 403(b)/457(b) Program for School Board<br>Employees; then |
| Sixth:  | The Proposal submitted by VALIC in response to the RFP.                 |

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

4.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Agreement shall be extended for an additional one-year period, which will begin on January 1, 2018 and end on December 31, 2018.

5.01 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

6.01 **All Other Terms and Conditions.** Except as expressly provided herein, all terms and conditions set forth in the Agreement, First Amendment to Agreement and Exhibits A through E thereto and this Second Amendment to Agreement shall remain in force and effect for the contract term specified within this Second Amendment to Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Second Amendment to Agreement through their duly authorized representatives.

**FOR SBBC**

(Corporate Seal)

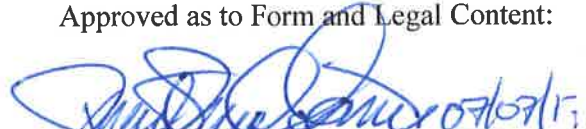
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Abby M. Freedman, Chair

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

  
\_\_\_\_\_  
Office of the General Counsel

**FOR VALIC**

(Corporate Seal)

THE VARIABLE ANNUITY LIFE  
INSURANCE COMPANY

ATTEST:

By M Harris  
Mona Harris, Administrative Officer

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

APPROVED  
AS TO CONTRACT COMPLIANCE  
LAW SERVICES

-or-

CONTROL NO. 5678

Cynthia Reese  
Witness

DATE 10/26/17

Kristy Lee  
Witness

SIGNED [Signature]

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

STATE OF Texas

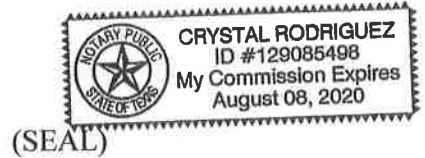
COUNTY OF Harris

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of  
June, 2017 by **Mona Harris, Administrative Officer** of

The Variable Annuity Life Insurance Company (VALIC) on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. \_\_\_\_\_ Type of Identification

My Commission Expires:



[Signature]  
Signature - Notary Public

CRYSTAL RODRIGUEZ  
Printed Name of Notary

129085498  
Notary's Commission No.



## **SECOND AMENDMENT TO AGREEMENT**

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, 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

**METROPOLITAN LIFE INSURANCE COMPANY**  
(hereinafter referred to as "METLIFE"),  
whose principal place of business is  
200 Park Avenue  
New York, NY 10166

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 15-010P 403(b)/457(b) Program for School Board employees dated March 4, 2014 and amended by addendum Number One dated March 26, 2014 (herein referred to as RFP") which is incorporated by reference herein, for the purpose of receiving proposals for 403(b)/457(b) Program for School Board Employee; and

**WHEREAS**, METLIFE offered a proposal dated April 15, 2014, (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, SBBC and METLIFE entered into an Agreement dated March 17, 2015 (hereinafter "Agreement") for a 403(b)/457(b) Mutual Fund Program for School Board Employees under RFP 15-010P; and

**WHEREAS**, METLIFE and SBBC desired to amend the Agreement to include references to the Reliance Trust Company 403(b)(7) Custodial Agreement for The School Board of Broward County, Florida 403(b) Plan, (the "403(b)(7) Custodial Agreement"), and the Trust Agreement for The School Board of Broward County, Florida 457(b) Plan, (the "457(b) Trust Agreement").

**WHEREAS**, SBBC and METLIFE desires to further amend the Agreement.

**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:

## ARTICLES

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

2.01 **Product Offerings & Marketing.** METLIFE agrees to continue the same products and pricing as outlined in their Proposal.

3.01 **Priority of Documents.** In the event of a conflict between the documents the following priority of documents shall govern:

- First: Second Amendment to Agreement; then
- Second: First Amendment to Agreement and Exhibits A & B thereto; then
- Third: The Agreement; then
- Fourth: Addendum Number One Dated, March 26, 2014; then
- Fifth: RFP 15-010P - 403(b)/457(b) Program for School Board Employees; then
- Sixth: The Proposal submitted by METLIFE in response to the RFP; then
- Seventh: MetLife's 403(b) Plan Services Agreement and MetLife's 457(b) Plan Services Agreement.

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

4.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Agreement shall be extended for an additional one-year period, which will begin on January 1, 2018 and end on December 31, 2018.

5.01 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

6.01 **All other Terms and Conditions.** Except as expressly provided herein, all terms and conditions set forth in the Agreement and this Second Amendment to Agreement shall remain in force and effect for the contract term specified within this Second Amendment to Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Second Amendment to Agreement through their duly authorized representatives.

**FOR SBBC**

(Corporate Seal)

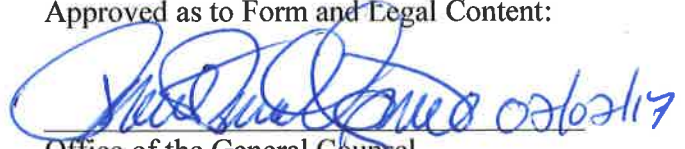
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Abby M. Freedman, Chair

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

**FOR METLIFE**

(Corporate Seal)

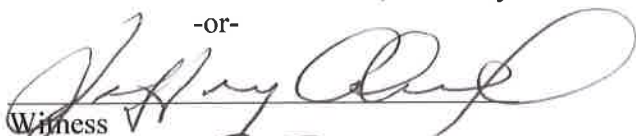
METROPOLITAN LIFE INSURANCE CO.

ATTEST:

By   
Derrick Kelson, Vice President

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

-or-

  
Witness

  
Witness

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

STATE OF North Carolina

COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 26th day of June, 2017 by Derrick Kelson of  
Name of Person

Metropolitan Life Insurance Company on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. Type of Identification

My Commission Expires: 10/01/2021

  
Signature – Notary Public

Michelle J. Antinorelli  
Printed Name of Notary

(SEAL)

200627600099  
Notary's Commission No.

**FIRST AMENDMENT TO AGREEMENT**

**THIS FIRST AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, 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

**LIFE INSURANCE COMPANY OF THE SOUTHWEST**  
(hereinafter referred to as "[LSW]"),  
whose principal place of business is  
15455 Dallas Parkway, Suite 800  
Addison, Texas 75001

**WHEREAS**, SBBC issued a Request For Proposal identified as RFP 15-010P 403(b)/457(b) Program for School Board Employees dated March 4, 2014 and amended by Addendum Number One dated March 26, 2014 (herein referred to as "RFP") which is incorporated by reference herein, for the purpose of receiving proposals for 403(b)/457(b) Program for School Board Employee; and

**WHEREAS**, LSW offered a proposal dated April 15, 2014, (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, SBBC and LSW entered into an Agreement dated March 17, 2015 (hereinafter referred to as "Agreement") for 403(b)/457(b) Annuity Program for School Board Employees.

**WHEREAS**, SBBC and LSW desire to further amend the Agreement.

**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:

**ARTICLES**

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

2.01 **Product Offerings & Marketing.** LSW agrees to continue the same products and pricing as outlined in their Proposal.

3.01 **Priority of Documents.** In the event of a conflict between the documents the following priority of documents shall govern:

- First: First Amendment to the Agreement; then
- Second: This Agreement; then
- Third: Addendum Number One Dated, March 26, 2014; then
- Fourth: RFP 15-010P - "403(b)/457(b) Program for School Board Employees; then
- Fifth: The Proposal submitted by LSW in response to the RFP.

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

4.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Agreement shall be extended for an additional one-year period, which will begin on January 1, 2018 and end on December 31, 2018.

5.01 **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.

6.01 **All other Terms and Conditions.** Except as expressly provided herein, all terms and conditions set forth in the Agreement and this First Amendment to Agreement shall remain in force and effect for the contract term specified within this First Amendment to Agreement.

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

**FOR SBBC**

(Corporate Seal)

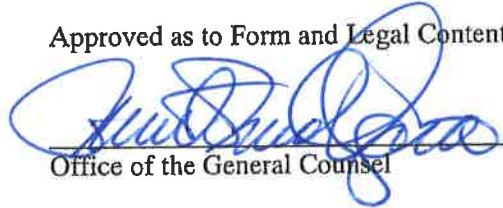
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

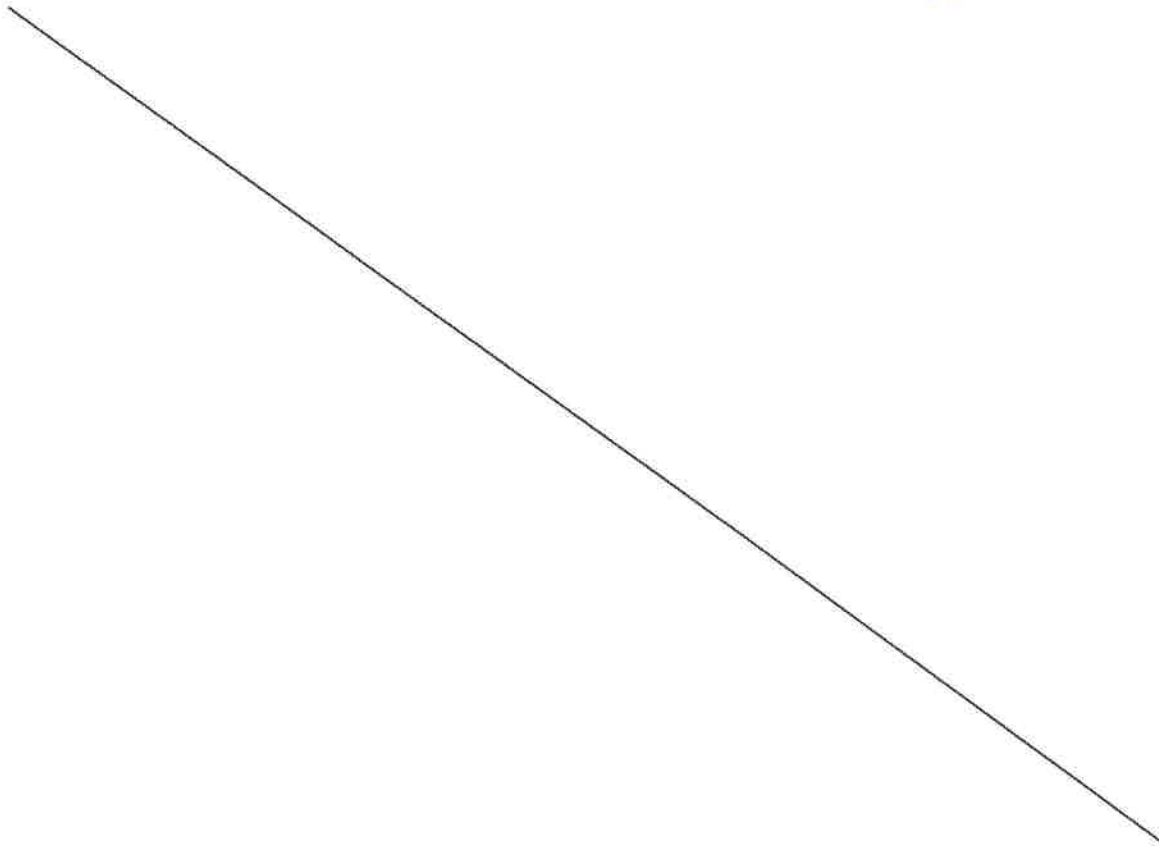
ATTEST:

By \_\_\_\_\_  
Abby M. Freedman, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 02/03/17  
\_\_\_\_\_  
Office of the General Counsel



**FOR LSW**

(Corporate Seal)

Life Insurance Company of the Southwest

ATTEST:

Susan J. [Signature]  
Asst., Secretary

By [Signature]  
Ata Azarshahi, Senior Vice President Life & Annuity Solutions

-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.**

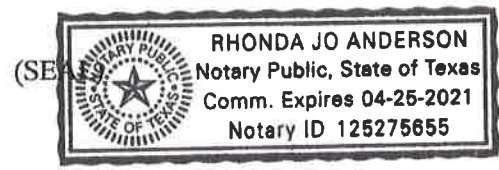
STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of June, 2017 by Ata Azarshahi of Life Ins Co. of the Southwest, on behalf of the corporation/agency.

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_ Type of Identification

My Commission Expires: 04/25/2021 [Signature]  
Signature - Notary Public



Rhonda Jo Anderson  
Printed Name of Notary

125275655  
Notary's Commission No.



## SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, 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

**VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY**

(hereinafter referred to as "VRIAC"),  
whose principal place of business is  
One Orange Way  
Windsor, Connecticut 06095

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 15-010P 403(b)/457(b) Program for School Board Employees dated March 4, 2014 and amended by addendum Number One dated March 26, 2014 (herein referred to as RFP") which is incorporated by reference herein, for the purpose of receiving proposals for 403(b)/457(b) Program for School Board Employees; and

**WHEREAS**, VRIAC offered a proposal dated April 16, 2014, (hereinafter referred to as "Proposal") which is incorporated by reference herein, in response to the RFP; and

**WHEREAS**, SBBC and VRIAC entered into an Agreement dated March 17, 2015 (hereinafter "Agreement") for a 403(b)/457(b) Annuity Program and Mutual Fund for School Board Employees under RFP 15-010P; and

**WHEREAS**, VRIAC and SBBC desired to amend the Agreement to include references to the TD Ameritrade Plan Sponsor Agreement and New Account Form, Application for Group Annuity Contract – Voya Retirement Insurance and Annuity Company – 403(b) non-ERISA Public Schools and ERISA-Exempt 501(c) Organizations-Voya Retirement Choice II (Fixed Plus Account III), Application for Group Annuity Contract – Voya Retirement Insurance and Annuity Company – 403(b) non-ERISA Public Schools and ERISA-Exempt 501(c) Organizations-Voya Retirement Plus, Application for Group Annuity Contract – Voya Retirement Insurance and Annuity Company – Government 457(b) (including Public Schools) - Voya Retirement Choice II (Fixed Plus Account III), Application for Group Annuity Contract – Voya Retirement Insurance and Annuity Company – Government 457(b) (including Public Schools) - Voya Retirement Plus II, Voya 403(b)(7) Custodial Account Agreement, Voya 457(b) Custodial Account Agreement, and Voya SDBA Terms and Conditions Agreement, attached as Exhibits A-H to the First Amendment to the Agreement, dated June 21, 2016.

**WHEREAS**, SBBC and VRIAC desire to further amend the Agreement.

**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:

## ARTICLES

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

2.01 **Product Offerings & Marketing.** VRIAC agrees to continue the same products and pricing, as outlined in their Proposal, with the exception of the Wealth Management for Retirement Program, which will no longer be available for either the Mutual or Annuity Products.

3.01 **Priority of Documents.** In the event of a conflict between the documents the following priority of documents shall govern:

- First: Second Amendment to Agreement; then
- Second: First Amendment to Agreement and Exhibits A through H thereto; then
- Third: The Agreement; then
- Fourth: Addendum Number One Dated, March 26, 2014; then
- Fifth: RFP 15-010P - 403(b)/457(b) Program for School Board Employees; then
- Sixth: The Proposal submitted by VRIAC in response to the RFP.

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

4.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of the Agreement, the term of the Agreement shall be extended for an additional one-year period, which will begin on January 1, 2018 and end on December 31, 2018.

5.01 **Authority.** Each person signing this Second Amendment to Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

6.01 **All Other Terms and Conditions.** Except as expressly provided herein, all terms and conditions set forth in the Agreement and this Second Amendment to Agreement shall remain in force and effect for the contract term specified within this Second Amendment to Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have made and executed this Second Amendment to Agreement through their duly authorized representatives.

**FOR SBBC**

(Corporate Seal)

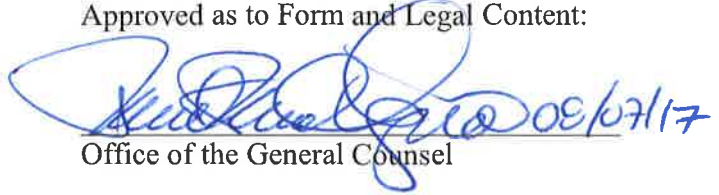
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Abby M. Freedman, Chair

\_\_\_\_\_  
Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

**FOR VRIAC**

(Corporate Seal)

VOYA RETIREMENT INSURANCE AND ANNUITY COMPANY

ATTEST:

By *David Linney*  
David Linney, Senior Vice President

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

<sup>or-</sup>  
*Notary*  
Witness

*Janeth Almonte*  
Witness

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

STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me this 2 day of August, 2017 by David Linney of Voya Retirement Insurance and Annuity  
Name of Person

Company on behalf of the corporation/agency.

He/She is personally known to me or produced TX DL as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

*Ramona Singleton*  
Signature - Notary Public

Ramona Singleton  
Printed Name of Notary

10836143  
Notary's Commission No.

