

**AMENDMENT TO AGREEMENT FOR  
PROGRAM MANAGER-OWNER'S REPRESENTATIVE SERVICES**

between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

and

**HEERY INTERNATIONAL, INC.**

THIS SECOND AMENDMENT to the Program Manager-Owner's Representative Services Agreement by and between The School Board of Broward County, Florida ("**SBBC**") and Heery International, Inc. ("**Heery**") dated August 18, 2015 (the "**Agreement**"), is hereby entered into this 24<sup>th</sup> day of April 2018.

**WHEREAS**, the SBBC and Heery acknowledge and agree that the Agreement between SBBC and Heery dated August 18, 2015, is in full force and effect except to the extent the First Amendment dated May 2, 2017 and this Second Amendment modifies specific provisions thereof;

**WHEREAS**, in October of 2017 the ownership of Heery International, Inc. was acquired by CBRE, Inc. via stock purchase;

**WHEREAS**, there has been no merger, consolidation, sale of assets or other change in the corporate structure of Heery International, Inc., and all Heery International, Inc. employees and management remain the same and Heery International, Inc.'s Federal Identification number remains the same;

**WHEREAS**, in December of 2017 the name Heery International, Inc. was formally changed to CBRE Heery, Inc. (also now known as CBRE | Heery); and

**WHEREAS**, the SBBC and Heery desire to amend the Agreement to reflect Heery's new name.

**NOW THEREFORE**, in exchange for the mutual covenants and promises set forth herein and other good and valuable consideration, the parties agree as follows:

1. **Name.** Wherever in the Contract, its exhibits and prior amendments, the name "Heery International, Inc." appears it is hereby revised to read "CBRE Heery, Inc."
2. **"Heery."** Wherever the abbreviation "Heery" appears it is revised to read "CBRE | Heery."

All other terms and conditions of the Agreement shall remain in full force and effect. Except as expressly provided herein, and as may have been previously amended, all other portions of the Agreement remain in full force and effect.

**Authority:**

Each person signing this Second Amendment on behalf of either party warrants that he or she has full legal power to execute this Second Amendment on behalf of the party for whom he or she is signing it to bind and obligate such party with respect to all provisions contained in this Second Amendment.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Second Amendment on the day and year first above written.

**FOR SBBC**

(Seal)

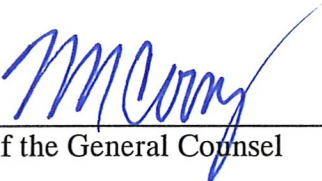
THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By \_\_\_\_\_  
Nora Rupert, Chair

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

Approved as to Form and Legal Content:

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

\*\*\* INTENTIONALLY LEFT BLANK \*\*\*

**FOR CBRE HEERY**

(Corporate Seal)

**CBRE HEERY, INC.**

ATTEST:

W Purcell  
Wade Purcell, Secretary

By [Signature]  
Robert Chomiak, Senior Managing Director

-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 GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged by for me this 5<sup>th</sup> day of April, 2018, by Robert Chomiak of CBRE Heery, Inc., on behalf of the corporation or agency, who is personally known to me and did/did not first take an oath.

My commission expires: April 26, 2018 [Signature]  
Signature – Notary Public

Deborah A. Coats  
Printed Name of Notary

(SEAL)

