

June 14, 2019

Barbara J. Myrick, Esq.
General Counsel
The School Board of Broward County, Florida
600 SE Third Avenue, 11th Floor
Ft. Lauderdale, Florida 33301

Re: Serving as Special Tax Counsel to The School Board of Broward County, Florida in Connection with the Proposed Issuance of Certificates of Participation, Series 2019A and 2019B, for which BofA Securities, Inc. will serve as Senior Managing Underwriter

Dear Ms. Myrick:

Bank of America (“BofA”) now requires a conflict waiver letter from any law firm that represents it or an affiliate in unrelated matters, for any transaction in which both BofA and such law firm are involved but the law firm is representing a different party. Greenberg Traurig, P.A. (the “Firm”) is required to obtain such a waiver because it represents BofA from time to time in unrelated matters, and is serving as Special Tax Counsel to the School Board in connection with the issuance of its Certificates of Participation, Series 2019A and 2019B, in which BofA Securities, Inc., an affiliate of BofA, is serving as Senior Managing Underwriter (the “Transaction”).

As you are aware, the Firm has served and acted (and will in the future serve and act) as bond/special tax counsel to the School Board. We advise you that the Firm has served and will serve in the future as counsel to BofA or its affiliates in unrelated matters. It should be noted that we will not be serving as counsel to BofA Securities, Inc. in any capacity in connection with the Transaction. Under the applicable ethical rules we would be precluded from undertaking the proposed representation unless all affected clients waive the conflict of interest. Such a conflict of interest is waivable only if (i) the conflict is fully disclosed to all parties, (ii) our exercise of independent professional judgment in the proposed representation of one client will not be materially limited by our responsibilities to the other client, (iii) we reasonably believe that our representation will not be adversely affected by the conflict, and (iv) our representation does not violate any other ethical requirements.

With respect to all conflict issues in this proposed representation, we believe that our exercise of independent professional judgment in our representation of the School Board in the Transaction, and of BofA in unrelated matters, will not be impaired.

The Firm has agreed to undertake the representation of the School Board in the Transaction with the express consent and agreement of both the School Board and BofA, and our mutual understanding and agreement as follows:

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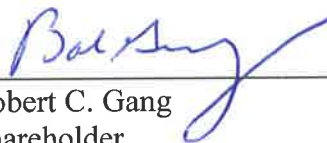
1. Subject to paragraph 2 below, the School Board acknowledges the Firm's representation of BofA in unrelated matters, and waives any objection or potential conflict with respect to such representation. The Firm has obtained a conflict waiver from BofA in accordance with procedures required by BofA. The Firm shall not represent BofA in any capacity with respect to the proposed Transaction.

2. Because of the Firm's prior and continuing relationship with the School Board and BofA, the Firm advises the School Board and the School Board agrees, that if a conflict with respect to the Transaction should at any time in the future arise between the School Board and BofA, the Firm shall not represent either party in connection with such conflict.

Please indicate your agreement and consent to the foregoing by signing a copy of this letter where indicated and returning same to my attention. A facsimile copy of this letter and all signatures hereon shall be considered as originals for all purposes.

Sincerely,

GREENBERG TRAURIG, P.A.

By: 
Robert C. Gang
Shareholder

AGREED AND ACCEPTED:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By: _____
General Counsel