

The School Board of Broward County, Florida
Supply Management and Logistics Department

RFP No.:	27-149N	Board Meeting:	JUNE 19, 2007		
Description:	FINANCIAL ADVISORY SERVICES TERM CONTRACT	Notified:	787	Downloaded:	16
For:	TREASURER'S OFFICE (School/Department)	RFP Rec'd:	2	No Bids:	0
Fund:	*	RFP Opening:	MARCH 28, 2007		
		Advertised Date:	FEBRUARY 21, 2007		
		Award Amount:	*		

POSTING OF RFP RECOMMENDATION/TABULATION: RFP Recommendations and Tabulations will be posted in the Supply Management and Logistics Department and www.Demandstar.com on APRIL 27, 2007 @ 3:00 P.M., and will remain posted for 72 hours. Any person desiring to protest the RFP Recommendation/Tabulation shall file, in writing, a notice of protest within 72 hours after the time posted as stated herein, and shall file a formal written protest within ten days after filing the notice of protest. Saturdays, Sundays, legal holidays and days during which the school district administration is closed shall be excluded in the computation of the 72-hour time period. Filings shall be at the office of the Director of Supply Management and Logistics Department, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Section 120.57(3)(b), Florida Statutes, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based." Any person who files an action protesting and intended decision shall post with the School Board, at the time of filing the formal written protest, a bond, payable to The School Board of Broward County, Florida, in an amount equal to one percent (1%) of the Board's estimate of the total volume of the contract.

TWO PROPOSALS WERE EVALUATED IN RESPONSE TO RFP 27-149N. PROPOSALS WERE EVALUATED BY THE DISTRICT'S FINANCIAL ADVISORY COMMITTEE CONSISTING OF:

RONALD ABRAHAM, DISTRICT'S FINANCIAL ADVISORY COMMITTEE
BEVERLY GALLAGHER, BOARD MEMBER
ELEANOR SOBEL, BOARD MEMBER
MICHAEL GARRETSON, FACILITIES AND CONSTRUCTION MANAGEMENT
HENRY ROBINSON, TREASURER'S OFFICE
JOHN RUFFIN, DISTRICT'S FINANCIAL ADVISORY COMMITTEE
MAREE MOSCATI, DISTRICT'S FINANCIAL ADVISORY COMMITTEE

M/WBE ADVISOR: MICHELLE BRYANT-WILCOX

BASED UPON THE RECOMMENDATION OF THE FINANCIAL ADVISORY COMMITTEE, IT IS RECOMMENDED THAT THE FOLLOWING LISTED PROPOSER BE RECOMMENDED FOR AWARD OF CONTRACT FOR FINANCIAL ADVISORY SERVICES.

PUBLIC FINANCIAL MANAGEMENT & FIDELITY FINANCIAL SERVICES, L.C.

*NOTE: FEES WILL BE PAID FROM PROCEEDS OF FINANCINGS COMPLETED. THERE IS NO FINANCIAL IMPACT TO THE DISTRICT.

CONTRACT PERIOD: JUNE 5, 2007 AND CONTINUING FOR FOUR YEARS

By:


(Buyer/Purchasing Agent)

Date:

4/26/07

7/14/04

Equal Opportunity Employer, using Affirmative Action Guidelines

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

RFP NUMBER	27-149N	OPEN DATE	3/28/07
RFP TITLE	FINANCIAL ADVISORY SERVICES		
BUYER			Phyllis Ben-Asher

[illegible]

REMARKS:
BID DRAFT WAS APPROVED BY: HENRY ROBINSON, TREASURER'S OFFICE
BIDS RECEIVED WERE EVALUATED BY: EVALUATION COMMITTEE

RFP 27-149N
FINANCIAL ADVISORY SERVICES
SCORING SHEET

Financial Advisory Services RFP 27-149N	Maximum Points	Ronald Abraham	Beverly Gallagher	Eleanor Sobel	Michael Carretson	Henry Robinson	John Ruffin	Maree Moscato	Average Points
Experience and Qualifications	35								
Public Financial Management & Fidelity Financial Services		35	35	35	35	35	35	35	35.0
First Southwest Company		25	30	33	30	30	30	30	29.7
Scope of Services Provided	30								
Public Financial Management & Fidelity Financial Services		30	30	30	30	30	30	30	30.0
First Southwest Company		30	30	27	35	25	25	25	28.1
MWBE Participation	15								
Public Financial Management & Fidelity Financial Services		12	12	12	12	12	12	12	12
First Southwest Company		7	7	7	7	7	7	7	7
Cost of Services Provided	20								
Public Financial Management & Fidelity Financial Services		18.33	18.33	18.33	18.33	18.33	18.33	18.33	18.33
First Southwest Company		15	15	15	15	15	15	15	15
Total Score	100								
Public Financial Management & Fidelity Financial Services		95.3	95.3	95.3	95.3	95.3	95.3	95.3	95.3
First Southwest Company		77.0	82.0	82.0	87.0	77.0	77.0	77.0	79.9

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2007, 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

PUBLIC FINANCIAL MANAGEMENT, INC. (PFM)

AND

FIDELITY FINANCIAL SERVICES, L.C. (FFS)

(hereinafter referred to as "co-financial advisors")

with principal places of business at:

Public Financial Management, Inc.
300 South Orange Avenue, Suite 1170
Orlando, FL 32801

and

Fidelity Financial Services, L.C.
2750 North 29th Avenue, Suite 202
Hollywood, FL 33020.

WHEREAS, SBBC is desirous of obtaining the services of the co-financial advisors for the purposes of assisting SBBC in financial planning, financing and/or refinancing of certain capital improvements through the issuance of bonds, certificates of participation, and other forms of indebtedness (the "Financings") and

WHEREAS, the co-financial advisors are desirous of providing assistance and services to the SBBC in such activities.

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 **Term of Agreement.** The term of this Agreement shall commence on June 20, 2007 and conclude on June 30, 2011. The contract may be renewed for two additional one-year periods at the annual anniversary by amendment of this Agreement and, if needed, 90 days beyond the expiration date of the final renewal period.

2.02 Services: The Co-Financial Advisors agree to provide to the SBBC all services required of a Financial Advisor regarding specific offerings of securities including, but not limited to the following services.

- A. Develop a plan of financing for debt transactions.
- B. Review the risk factors affecting the marketability of any proposed debt issue; develop market assumptions for financial projects; provide written comments regarding assumptions, analytical methods and conclusions.
- C. Prepare and distribute the timetables and work schedules to ensure that proposed financings are planned and executed in an efficient manner; monitor the status of document preparation, negotiations and related activities so that financings proceed and close in an expeditious manner; and coordinate the activities of other professional consultants engaged to assist the SBBC in the financing process and preside, on behalf of the SBBC at meetings and negotiating sessions.
- D. Provide debt service schedules reflecting varying interest rates, issue sizes and term structures to keep the SBBC or its representatives informed of the financing plan and the current status of the bond market.
- E. Work with the SBBC's Attorney and Bond Counsel in identifying key bond covenant features and advise on provisions to be included in bond resolutions and indentures of trust and other legal financing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, Master Lease schedules and other similar provisions; review and comment on successive drafts of bond resolutions and other documents (including without limitation, closing certificates) prepared by Bond Counsel.
- F. Identify key financial and business considerations of debt transactions, including recommending the use of a competitive or negotiated sale and the use of credit enhancement.
- G. When competitive bid sale is not to be utilized, coordinate and assist in the solicitation, review and evaluation of investment banking proposals and provide advice and information necessary to aid in such selection.
- H. Review the terms, conditions and structure of any proposed debt offering undertaken by the SBBC and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints of current financial policy and fiscal capability.
- I. Provide for the solicitation of printing the official statement, the bid forms, official notice of sale, and form of bonds, and recommend selection. Assist in the preparation of the preliminary and final official statements with Bond Counsel and the Investment Banker(s) and their counsel(s).
- K. Provide for the solicitation of bids for Paying Agent, Registrar and Escrow Agent.
- L. Provide written review of market conditions preceding sale date.
- M. If sale is by competitive bid, assisting in preparation of the bid documents, notice of sale, and any other documentation or action necessary to conduct a sale of the bonds in that manner. Structure and administer the bidding process for the competitive sale of bonds, evaluate submitted bids and recommend award by the

SBBC.

N. Negotiate underwriter fees and expenses (if a negotiated sale) and advise the SBBC representatives with respect to the pricing of debt securities.

O. Represent the SBBC in presentations to rating agencies, and bond insurance companies.

P. Assist in all other aspects of the planning, structuring, timing, execution and closing of debt transactions to ensure that the most favorable financial terms are achieved.

Q. Report to and be subject to direction from the Treasurer and/or Chief Financial Officer.

2.03 Fees

A. Transaction Services

Fees for professional financial advisory services for transactions leading to the sale of bonds, notes or certificates would be calculated on the basis of an amount per \$1,000 face amount issued, whether in the form of bonds, notes, certificates of participation, refundings or other usual form. For financings that are completed at the same time, but include separate components (i.e. refunding and new money, etc) the fees will be calculated as separate financings. All fees under this section will be split 55%/45% between PFM and FFS, respectively.

The fee schedule for General Obligation Bond issues:

<u>Fee per \$1,000/Bonds</u>	<u>Amount</u>
\$.70	Up to \$100,000,000 plus an amount equal to
\$.35	For amounts in excess of \$100,000,000
Minimum Fee of \$17,500 and maximum fee of \$100,000	

The fee schedule for Lease/Purchase and Certificates of Participation Issues:

<u>Fee per \$1,000/Bonds</u>	<u>Amount</u>
\$.80	Up to \$65,000,000 plus amount equal to
\$.75	For amounts in excess of \$65,000,000 plus an amount equal to
\$.45	For amounts in excess of 100,000,000
Minimum fee of \$17,500 and maximum fee of \$110,000	

The fee schedule for Short Term Notes:

Flat fee of \$20,000

The fee schedule for Refunding bonds, Lease/Purchase and Certificates of Participation issues which do not include a new money component:

<u>Fee per \$1,000/Bonds</u>	<u>Amount</u>
\$.70	Up to \$65,000,000 plus amount equal to
\$.65	For amounts in excess of \$65,000,000 plus an amount equal to
\$.35	For amounts in excess of 100,000,000
Minimum fee of \$17,500 and maximum fee of \$110,000	

The fee for developing an equipment lease program.

<u>Fee per \$1,000/Bonds</u>	<u>Amount</u>
\$.75	Up to \$50,000,000 plus amount equal to
\$.40	For amounts in excess of \$50,000,000 plus an amount equal to
QZAB	Set Fee of \$5,000
Minimum Fee \$20,000 and maximum fee \$30,000	

B. Swap monitoring Services: Annual fee of \$5,000 to PFM Asset Management for Swap Valuation and Monitor services.

C. Non transactional Services

For Services not related to the issuance of bonds such as financial planning services, which may include, but are not limited to negotiation lines of credit, escrow restructurings, comprehensive capital modeling, bond tender programs, bond defeasances, etc., the Co-Financial Advisors will be compensated based upon the following hourly rates:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director/President	\$170
Senior Managing Consultant	\$170
Managing Consultant/Vice President	\$150
Consultant/Associate	\$150
Financial Analyst	\$150
Clerical Staff	\$45

D. Other Services

In addition to traditional financial advisory work, the Co-Financial Advisors are often called upon to perform additional duties. These may include structuring and implementation of the refunding escrow, investment of SBBC general and proprietary funds, debt service reserve and debt service payment fund investment structuring, investment agreement and float contract bidding, investment liquidation, interest rate swap pricing and implementation, and other related services. These services are subject to a separate fee to be negotiated in advance at the time of the service. The Co-Financial Advisors fully discloses all fees related to any transaction.

E. Out of Pocket Expenses

All travel, meals and lodging shall be reimbursed in accordance with the SBBC Policy 3400, a copy of which is appended hereto and incorporated herein by reference. Expenses such as communications, reproductions, graphics, postage, and word processing shall be reimbursed as outlined in the proposal. Appropriate documentation and third party receipt will be provided with each invoice. All expenses will be billed at the end of the transaction and all expenses will be billed in accordance with the reimbursements for per diem and traveling expenses as established in compliance with SBBC policy. However, in no event shall the total out-of-pocket expenses of a transaction exceed \$5,000 for the Co-Financial Advisors.

2.04 Indemnification.

A. By SBBC: SBBC agrees to be fully responsible for its acts of negligence or its agent's acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By Co-Financial Advisors: Co-Financial Advisors agree to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses

including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by Co-Financial Advisors, its agents, servants or employees; the equipment of Co-Financial Advisors, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of Co-Financial Advisors or the negligence of Co-Financial Advisors agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by Co-Financial Advisors, SBBC or otherwise.

2.05 SBBC Photo Identification Badge.

Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC and who meet any or all of the three requirements identified above. This background screening will be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP/BID entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

Each individual, for whom a SBBC photo identification badge is requested, must fill out the forms that are required, show his/her driver's license and social security card, and must be fingerprinted. A background check will be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract awardee. Effective immediately, the total fee for the SBBC photo identification badge, fingerprinting and a FBI background check is currently \$80.00. The Money Order is to be made payable to "PrideRock Holding Company". Visa and MasterCard will be acceptable for these fees. Personal or company checks are acceptable (no cash). These fees are non-refundable and are subject to change without notice. Badges are issued for a one year period and must be renewed annually. The renewal date will be one year from date of issuance. Failure to renew the badge, at that time, will result in the vendor being required to re-apply and pay the going rate for budging and fingerprinting.

Badges are to be returned to SIU at the end of the contract or at the time an employee is terminated. Failure to return the badge to SBBC may result in the final payment being withheld until the badges are returned. For more information go to http://www.broward.k12.fl.us/supply/vendor_page.htm

SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

2.06 **Order of Priority.** The SBBC's RFP 27-149N and the Co-Financial Advisors' responses are incorporated into this agreement in their entirety by reference. In the event of conflict between the provisions of this Agreement and the Request for Proposals and response, the provisions of this Agreement shall control and prevail, followed by the Request for Proposals and then the Co-Financial Advisors' responses.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

3.04 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement.

3.05 **Records.** Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

3.06 **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.07 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.08 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

ARTICLE 3 – GENERAL CONDITIONS (Continued)

3.09 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.14 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

ARTICLE 3 – GENERAL CONDITIONS (Continued)

3.17 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
With a Copy to:	Henry Robinson, Treasurer The School Board of Broward County 770 W. Oakland Park Blvd., Suite 319 Sunrise, FL 33351
To PFM:	Public Financial Management, Inc. 300 South Orange Avenue, Suite 1170 Orlando, FL 32801
To FFS:	Fidelity Financial Services, L.C. 2750 North 29th Avenue, Suite 202 Hollywood, FL 33020

3.18 **Captions.** The captions, section numbers, article numbers, title and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

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

3.20 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

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

FOR SBBC

(Corporate Seal)

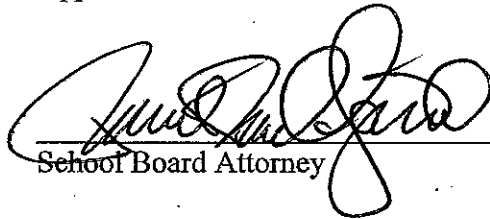
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Beverly A. Gallagher, Chair

JAMES F. NOTTER
Interim Superintendent of Schools

Approved as to Form:



School Board Attorney

FOR PFM

Jan H. [Signature]
Witness

[Signature]
Witness

Public Financial Management, Inc.
Name of Corporation or Agency

By [Signature]

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 4th day of
June, 20 07 by David M. Moore of
Name of Person

Public Financial Management, Inc., on behalf of the corporation/agency.
Name of Corporation or 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: April 18, 2008

[Signature]
Signature – Notary Public

(SEAL)

Dorrena B. Davis
Printed Name of Notary

DD 275825
Notary's Commission No.



FOR FFS

Joe G. Miller
Witness

[Signature]
Witness

Fidelity Financial Services, L.C.
Name of Corporation or Agency

By Frank Hall, Jr.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 1st day of June, 2007 by Frank Hall, Jr. of

Fidelity Financial Services, L.C. Name of Person
Name of Corporation or Agency, on behalf of the corporation/agency.

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

My Commission Expires:

[Signature]
Signature - Notary Public

(SEAL)



Timothy W. Turner
Commission #DD300353
Expires: Jun 05, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

Printed Name of Notary

Notary's Commission No.