

CONTRACT AMENDMENT 1

This Amendment (the "Amendment") is made this _____ day of August 2021 by and between:

JOHNSON CONTROLS, INC. ("JCI")
6 AERIAL WAY
SYOSSET, NY 11791

and

THE BOARD OF EDUCATION OF THE
SOUTH HUNTINGTON SCHOOL DISTRICT
("Customer" or the "District")
60 WESTON STREET
HUNTINGTON STATION, NY 11746

RECITALS

WHEREAS, JCI and Customer are parties to a Performance Contract, dated June 18th, 2020 (the "Agreement"); and

WHEREAS, JCI and Customer desire to amend the terms of the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. The Agreement shall be amended in accordance with the following:
 - a. **On top of Page 2 of the Agreement, under 2. AGREEMENT DOCUMENTS, remove Attachment 4 in its entirety and replace with the following:**

"Attachment 4 - South Huntington Rev-E (4-29-2021)"
 - b. **On Page 2 of the Agreement, under 3. Architect of Record replace "433,656" with "467,295".**
 - c. **On Page 19 of the Agreement, remove the ECM Matrix tables and replace with the following:**

ECM #	Energy Conservation Measure	Walt Whitman High School	Memorial Junior High School	Henry L. Stimson Middle School	Silas Wood Sixth Grade Center	Birchwood Intermediate School
ECM 1	Lighting - Interior Retrofit	x	x	x	x	x
ECM 2	Lighting - Exterior Retrofit	x	x	x	x	x
ECM 3	Building Envelope - Weatherization	x	x	x	x	x
ECM 4	Window Film	x	x	x	x	x
ECM 5.1	Energy Management System - Temperature Setback	x	x	x	x	x
ECM 5.2	Energy Management System - Demand Controlled Ventilation	x				
ECM 5.3	Energy Management System - Relief Hood / Gravity Damper Controls			x		
ECM 6	Pumping System - VFD on HW Pumps			x		
ECM 7	Heating System - Boiler Replacement	x	x			x
ECM 8	Heating System - Pipe and Valve Insulation	x	x	x	x	x
ECM 9	Refrigeration Compressor Controllers	x	x	x	x	
ECM 10	Water Conservation	x	x	x	x	x
ECM 11	Refrigerator Equipment Upgrades	x	x			x
ECM 12	Renewable Energy- Photovoltaic Generation	x		x	x	x
ECM 13	Plug Load Controllers	x	x	x	x	x
ECM 14	Vending Machine Controllers	x		x	x	x
ECM 15	Heating System - DHW Replacement		x			
ECM 16	AC Compressor Controllers	x		x		
ECM 17	Unit Ventilator Upgrade			x		

ECM #	Energy Conservation Measure	Maplewood Intermediate School	Countrywood Primary Center	Oakwood Primary Center	James Kaden Administrative Offices
ECM 1	Lighting - Interior Retrofit	x	x	x	x
ECM 2	Lighting - Exterior Retrofit	x	x	x	x
ECM 3	Building Envelope - Weatherization	x	x	x	x
ECM 4	Window Film	x	x	x	x
ECM 5.1	Energy Management System - Temperature Setback	x	x	x	x
ECM 5.2	Energy Management System - Demand Controlled Ventilation				
ECM 5.3	Energy Management System - Relief Hood / Gravity Damper Controls				
ECM 6	Pumping System - VFD on HW Pumps				
ECM 7	Heating System - Boiler Replacement				
ECM 8	Heating System - Pipe and Valve Insulation	x	x	x	x
ECM 9	Refrigeration Compressor Controllers		x	x	
ECM 10	Water Conservation	x	x	x	x
ECM 11	Refrigerator Equipment Upgrades		x		
ECM 12	Renewable Energy- Photovoltaic Generation		x	x	
ECM 13	Plug Load Controllers	x	x	x	x
ECM 14	Vending Machine Controllers	x	x	x	
ECM 15	Heating System - DHW Replacement				
ECM 16	AC Compressor Controllers				x
ECM 17	Unit Ventilator Upgrade				

- d. On Page 36 in first paragraph, under “**ECM 12: Renewable Energy – Photovoltaic Electric Generation**” of the Agreement, remove “1147.20” and replace with the following:

“1148.00”

- e. On top of Page 36, under “**ECM 12: Renewable Energy – Photovoltaic Electric Generation**” of the Agreement, replace the entire table with the following:

Locations	Carport/Canopy System kW-DC
Walt Whitman High School	271.20
Henry L. Stimson Middle School	378.80
Birchwood Intermediate School	72.00
Countrywood Primary Center	166.80
Oakwood Primary Center	48.00
Silas Wood Sixth Grade Center	211.20
Total	1,148.00

- f. On top of Page 37 in the second paragraph, under “**ECM 12: Renewable Energy – Photovoltaic Electric Generation**” of the Agreement, remove “1147.2” and replace with the following:

“1148.00”

- g. On Page 39, following ECM 16: AC Compressor Controllers, add the following scope:

ECM 17: Unit Ventilator Upgrade

Johnson Controls will furnish and install fifty-five (55) unit ventilators (UVs), convert them to DDC, and tie them in to the BMS at the Stimson Middle School according to the following scope of work.

Scope of Work:

- Disconnect, remove, and provide for proper disposal of old UVs.
- Furnish and install new UV (Magic Aire or Modine) in each room where the old UV was removed, matching existing CFM.
- Disconnect existing electric and reconnect to new UV. No electrical panel upgrade is required or included.
- Connect new UV to existing outside air louver that remains.
- Start-up and test new DDC controls on UVs
- Network UVs to front end BMS panel

Building	Location	Fuel / Heating Source	Pneumatic Tstat	# of Unit Ventilators (Pneumatic)
Stimson Middle School	105	Hot Water	2	2
Stimson Middle School	104	Hot Water	2	2
Stimson Middle School	103	Hot Water	2	2
Stimson Middle School	102	Hot Water	2	2
Stimson Middle School	107	Hot Water	1	1
Stimson Middle School	106	Hot Water	1	1
Stimson Middle School	409	Hot Water	1	1
Stimson Middle School	403	Hot Water	1	1
Stimson Middle School	402	Hot Water	1	1
Stimson Middle School	414	Hot Water	1	1
Stimson Middle School	413	Hot Water	1	1
Stimson Middle School	412	Hot Water	1	1
Stimson Middle School	411	Hot Water	1	1
Stimson Middle School	410	Hot Water	1	1
Stimson Middle School	221	Hot Water	1	1
Stimson Middle School	202	Hot Water	1	1
Stimson Middle School	203	Hot Water	1	1
Stimson Middle School	204	Hot Water	1	1
Stimson Middle School	205	Hot Water	1	1
Stimson Middle School	207	Hot Water	1	1
Stimson Middle School	408	Hot Water	1	1
Stimson Middle School	407	Hot Water	1	1
Stimson Middle School	208	Hot Water	1	1
Stimson Middle School	209	Hot Water	1	1
Stimson Middle School	210	Hot Water	1	1
Stimson Middle School	211	Hot Water	1	1
Stimson Middle School	212	Hot Water	1	1
Stimson Middle School	213	Hot Water	1	1
Stimson Middle School	214	Hot Water	1	1
Stimson Middle School	215	Hot Water	1	1
Stimson Middle School	216	Hot Water	1	1
Stimson Middle School	217	Hot Water	1	1
Stimson Middle School	218	Hot Water	1	1
Stimson Middle School	219	Hot Water	1	1
Stimson Middle School	220	Hot Water	1	1
Stimson Middle School	302	Hot Water	1	1
Stimson Middle School	303	Hot Water	1	1
Stimson Middle School	304	Hot Water	1	1
Stimson Middle School	308	Hot Water	1	1
Stimson Middle School	309	Hot Water	1	1
Stimson Middle School	310	Hot Water	1	1
Stimson Middle School	311	Hot Water	1	1
Stimson Middle School	312	Hot Water	1	1
Stimson Middle School	313	Hot Water	1	1

Building	Location	Fuel / Heating Source	Pneumatic Tstat	# of Unit Ventilators (Pneumatic)
Stimson Middle School	314	Hot Water	1	1
Stimson Middle School	406	Hot Water	1	1
Stimson Middle School	405	Hot Water	1	1
Stimson Middle School	404	Hot Water	1	1
Stimson Middle School	305	Hot Water	1	1
Stimson Middle School	307	Hot Water	1	1
Stimson Middle School	306	Hot Water	1	1

- h. On Page 42, remove the Exhibit 1: Total Project Benefits in its entirety, up to the heading “Annual Measurement and Verification (M&V) Services,” and replace with the following:
EXHIBIT 1: Total Project Benefits

Subject to the terms and conditions of this Agreement, JCI guarantees that Customer will achieve a total of \$15,140,023 in Measured Project Benefit (Utility Cost Avoidance), \$3,255,732 in Operations and Maintenance Cost Avoidance Savings and \$174,750 in Guaranteed Energy Rebates during the term of this Agreement, for Total Guaranteed Project Benefits of \$18,570,504 as set forth in the Total Project Benefits Table below.

Table 2.1.2: Total Project Benefits

Year	Utility Cost Avoidance ¹	Operations & Maintenance Cost Avoidance ²	Guaranteed Energy Rebate-Non Recurring Savings ³	Total Guaranteed Project Benefits
1	\$707,071	\$180,874	\$174,750	\$1,062,695
2	\$721,212	\$180,874		\$902,086
3	\$735,637	\$180,874		\$916,511
4	\$750,349	\$180,874		\$931,223
5	\$765,356	\$180,874		\$946,230
6	\$780,663	\$180,874		\$961,537
7	\$796,277	\$180,874		\$977,151
8	\$812,202	\$180,874		\$993,076
9	\$828,446	\$180,874		\$1,009,320
10	\$845,015	\$180,874		\$1,025,889
11	\$861,915	\$180,874		\$1,042,789
12	\$879,154	\$180,874		\$1,060,028
13	\$896,737	\$180,874		\$1,077,611
14	\$914,672	\$180,874		\$1,095,546
15	\$932,965	\$180,874		\$1,113,839
16	\$951,624	\$180,874		\$1,132,498
17	\$970,657	\$180,874		\$1,151,531
18	\$990,070	\$180,874		\$1,170,944
Totals	\$15,140,023	\$3,255,732	\$174,750	\$18,570,504

¹ Utility Cost Avoidance is a Measured Project Benefit. Utility Cost Avoidance figures in the Table above are based on anticipated 2% increase in unit energy costs as set forth in the Tables at Exhibit 2.6.1 and 2.6.2.

²Operational and maintenance cost avoidance figures in the table above are based on anticipated 0% increase of material cost.

³See Exhibit 4 for rebate source.

- i. On Page 45 of the Agreement, under EXHIBIT 2: Measurement and Verification Methodologies remove Table 2.2.1: Summary of M&V Options for Calculating Guarantee Year 1 Project Benefits in its entirety and replace with following:

ECM #	Proposed Measures	Electricity Savings			M&V Option	Thermal Savings		M&V Option	Total Savings
		kW	kWh/yr	\$/yr		MMBtu/yr	\$/yr		
ECM 1	Lighting - Interior Retrofit	355	931,161	\$179,213	A	(2,068)	\$(17,889)	C	\$161,324
ECM 2	Lighting - Exterior Retrofit	0	66,752	\$9,768	A	0	\$0		\$9,768
ECM 3	Building Envelope - Weatherization	0	3,696	\$553	A	2,791	\$24,307	C	\$24,860
ECM 4	Window Film	0	43,414	\$6,446	A	7,597	\$65,756	C	\$72,202
ECM 5.1	Energy Management System - Temperature Setback	0	0	\$0		7,908	\$68,885	C	\$68,885
ECM 5.2	Energy Management System - Demand Controlled Ventilation	0	6,623	\$944	B	1,247	\$10,495	C	\$11,438
ECM 5.3	Energy Management System - Relief Hood / Gravity Damper Controls	0	2,080	\$308	B	402	\$3,503	C	\$3,811
ECM 6	Pumping System - VFD on HW Pumps	0	19,500	\$2,885	A	0	\$0		\$2,885
ECM 7	Heating System - Boiler Replacement	0	0	\$0		6,001	\$50,704	C	\$50,704
ECM 8	Heating System - Pipe and Valve Insulation	0	0	\$0		1,158	\$10,024	C	\$10,024
ECM 9	Refrigeration Compressor Controllers	0	12,640	\$1,848	A	0	\$0		\$1,848
ECM 10	Water Conservation	0	163	\$24	A	2,167	\$18,586	C	\$18,610
ECM 11	Refrigerator Equipment Upgrades	0	38,791	\$5,705	A	0	\$0		\$5,705
ECM 12	Renewable Energy- Photovoltaic Generation	0	1,453,322	\$215,385	B	0	\$0		\$215,385
ECM 13	Plug Load Controllers	0	234,272	\$34,803	A	0	\$0		\$34,803
ECM 14	Vending Machine Controllers	0	20,742	\$3,101	A	0	\$0		\$3,101
ECM 15	Heating System - DHW Replacement	0	0	\$0		281	\$2,343	C	\$2,343
ECM 16	AC Compressor Controllers	0	25,782	\$3,697	A	0	\$0		\$3,697
ECM 17	Unit Ventilator Upgrade	0	33,629	\$4,976	A	81	\$702	C	\$5,677
	Totals	355	2,892,565	\$469,657		27,566	\$237,414		\$707,071

- j. On the top of Page 46 of the Agreement, under EXHIBIT 2: Measurement and Verification Methodologies remove Table 2.2.2: Summary of M&V Options for Calculating Construction Period and Guarantee Years 2-18 Project Benefits in its entirety and replace with following:

ECM #	Proposed Measures	Electricity Savings			Thermal Savings		Total Savings	M&V Option
		kW	kWh/yr	\$/yr	MMBtu/yr	\$/yr	\$/yr	
ECM 1	Lighting - Interior Retrofit	355	931,161	\$179,213	(2,068)	\$(17,889)	\$161,324	A
ECM 2	Lighting - Exterior Retrofit	0	66,752	\$9,768	0	\$0	\$9,768	A
ECM 3	Building Envelope - Weatherization	0	3,696	\$553	2,791	\$24,307	\$24,860	A
ECM 4	Window Film	0	43,414	\$6,446	7,597	\$65,756	\$72,202	A
ECM 5.1	Energy Management System - Temperature Setback	0	0	\$0	7,908	\$68,885	\$68,885	B
ECM 5.2	Energy Management System - Demand Controlled Ventilation	0	6,623	\$944	1,247	\$10,495	\$11,438	B
ECM 5.3	Energy Management System - Relief Hood / Gravity Damper Controls	0	2,080	\$308	402	\$3,503	\$3,811	B
ECM 6	Pumping System - VFD on HW Pumps	0	19,500	\$2,885	0	\$0	\$2,885	A
ECM 7	Heating System - Boiler Replacement	0	0	\$0	6,001	\$50,704	\$50,704	A
ECM 8	Heating System - Pipe and Valve Insulation	0	0	\$0	1,158	\$10,024	\$10,024	A
ECM 9	Refrigeration Compressor Controllers	0	12,640	\$1,848	0	\$0	\$1,848	A
ECM 10	Water Conservation	0	163	\$24	2,167	\$18,586	\$18,610	A
ECM 11	Refrigerator Equipment Upgrades	0	38,791	\$5,705	0	\$0	\$5,705	A
ECM 12	Renewable Energy- Photovoltaic Generation	0	1,453,322	\$215,385	0	\$0	\$215,385	B
ECM 13	Plug Load Controllers	0	234,272	\$34,803	0	\$0	\$34,803	A
ECM 14	Vending Machine Controllers	0	20,742	\$3,101	0	\$0	\$3,101	A
ECM 15	Heating System - DHW Replacement	0	0	\$0	281	\$2,343	\$2,343	A
ECM 16	AC Compressor Controllers	0	25,782	\$3,697	0	\$0	\$3,697	A
ECM 17	Unit Ventilator Upgrade	0	33,629	\$4,976	81	\$702	\$5,677	A
	Totals	355	2,892,565	\$469,657	27,566	\$237,414	\$707,071	

- k. On the Page 47 of the Agreement, remove Table 2.2.1.1: Option C Measures (For Guarantee Year 1 Thermal Savings), and replace with following:

Table 2.2.1.1: Option C Measures (For Guarantee Year 1 Thermal Savings)

ECM #	Proposed Measures	M&V Option
ECM 3	Building Envelope - Weatherization	C
ECM 4	Window Film	C
ECM 5.1	Energy Management System - Temperature Setback / Optimal Start	C
ECM 5.2	Energy Management System - Demand Controlled Ventilation	C
ECM 5.3	Energy Management System - Relief Hood / Gravity Damper Controls	C
ECM 7	Heating System - Boiler Replacement	C
ECM 8	Heating System - Pipe and Valve Insulation	C
ECM 10	Water Conservation	C
ECM 15	Heating System - DHW Replacement	C
ECM 17	Unit Ventilator Upgrade	C

- i. On the Page 61 of the Agreement, remove Table 2.2.2.1: Option A Measures, and replace with following:

Table 2.2.2.1: Option A Measures

ECM #	Proposed Measures	M&V Option
ECM 1	Lighting - Interior Retrofit	A
ECM 2	Lighting - Exterior Retrofit	A
ECM 3	Building Envelope - Weatherization	A
ECM 4	Window Film	A
ECM 6	Pumping System - VFD on HW Pumps	A
ECM 7	Heating System - Boiler Replacement	A
ECM 8	Heating System - Pipe and Valve Insulation	A
ECM 9	Refrigeration Compressor Controllers	A
ECM 10	Water Conservation	A
ECM 11	Refrigerator Equipment Upgrades	A
ECM 13	Plug Load Controllers	A
ECM 14	Vending Machine Controllers	A
ECM 15	Heating System - DHW Replacement	A
ECM 16	AC Compressor Controllers	A
ECM 17	Unit Ventilator Upgrade	A

- m. **On the Page 70 of the Agreement, after the ECM 16: AC Compressor Controllers scope, add the following:**

ECM 17: Unit Ventilator Upgrades

M&V Option: NEMVP-A (One Time)

Verification Boundary: Retrofit isolation – Project savings will be determined within the measurement boundary that encompasses only the items that are subject to this unit ventilator replacements project.

Interaction: All ECMs.

Verification Period & Frequency: One time during both pre-retrofit period and post-retrofit period.

Pre-Installation Activities:

A digital camera will be used to document the existing conditions.

Post-Installation Activities:

A digital camera will be used to document the post- retrofit conditions. Inspect and verify the unit ventilator replacements to see if they meet the specifications of the DEA in terms of quantity, quality and rating. Verify if they perform in accordance with the functional specifications in the contract and meeting all functional tests. Visual inspections of a sample set for the remainder of the M&V services period.

Formulas and values in the DEA will be used to calculate the savings

- n. **On the top of Page 74 of the Agreement, under EXHIBIT 3: Measured Project Benefits remove Table 2.3.1 Measured Project Benefits Summary in its entirety and replace with following:**

ECM #	Proposed Measures	Electricity Savings			Thermal Savings		Total Savings
		kW	kWh/yr	\$/yr	MMBtu/yr	\$/yr	\$/yr
ECM 1	Lighting - Interior Retrofit	355	931,161	\$179,213	(2,068)	\$(17,889)	\$161,324
ECM 2	Lighting - Exterior Retrofit	0	66,752	\$9,768	0	\$0	\$9,768
ECM 3	Building Envelope - Weatherization	0	3,696	\$553	2,791	\$24,307	\$24,860
ECM 4	Window Film	0	43,414	\$6,446	7,597	\$65,756	\$72,202
ECM 5.1	Energy Management System - Temperature Setback	0	0	\$0	7,908	\$68,885	\$68,885
ECM 5.2	Energy Management System - Demand Controlled Ventilation	0	6,623	\$944	1,247	\$10,495	\$11,438
ECM 5.3	Energy Management System - Relief Hood / Gravity Damper Controls	0	2,080	\$308	402	\$3,503	\$3,811
ECM 6	Pumping System - VFD on HW Pumps	0	19,500	\$2,885	0	\$0	\$2,885
ECM 7	Heating System - Boiler Replacement	0	0	\$0	6,001	\$50,704	\$50,704
ECM 8	Heating System - Pipe and Valve Insulation	0	0	\$0	1,158	\$10,024	\$10,024
ECM 9	Refrigeration Compressor Controllers	0	12,640	\$1,848	0	\$0	\$1,848
ECM 10	Water Conservation	0	163	\$24	2,167	\$18,586	\$18,610
ECM 11	Refrigerator Equipment Upgrades	0	38,791	\$5,705	0	\$0	\$5,705
ECM 12	Renewable Energy- Photovoltaic Generation	0	1,453,322	\$215,385	0	\$0	\$215,385
ECM 13	Plug Load Controllers	0	234,272	\$34,803	0	\$0	\$34,803
ECM 14	Vending Machine Controllers	0	20,742	\$3,101	0	\$0	\$3,101
ECM 15	Heating System - DHW Replacement	0	0	\$0	281	\$2,343	\$2,343
ECM 16	AC Compressor Controllers	0	25,782	\$3,697	0	\$0	\$3,697
ECM 17	Unit Ventilator Upgrade	0	33,629	\$4,976	81	\$702	\$5,677
	Totals	355	2,892,565	\$469,657	27,566	\$237,414	\$707,071

- o. On the top of Page 75 of the Agreement, under EXHIBIT 3: Measured Project Benefits remove Table 2.3.2: Detailed breakdown required by 8 N.Y.C.R.R. §155.20(d)(4) in its entirety and replace with following:

ECM #	Proposed Measure	Energy Savings	Costs	Payback
ECM 1	Lighting - Interior Retrofit	\$161,324	\$1,903,646	11.8
ECM 2	Lighting - Exterior Retrofit	\$9,768	\$245,524	25.1
ECM 3	Building Envelope - Weatherization	\$24,860	\$332,284	13.4
ECM 4	Window Film	\$72,202	\$630,431	8.7
ECM 5.1	Energy Management System - Temperature Setback	\$68,885	\$1,221,207	17.7
ECM 5.2	Energy Management System - Demand Controlled Ventilation	\$11,438	\$4,492	0.4
ECM 5.3	Energy Management System - Relief Hood / Gravity Damper Control	\$3,811	\$36,254	9.5
ECM 6	Pumping System - VFD on HW Pumps	\$2,885	\$38,705	13.4
ECM 7	Heating System - Boiler Replacement	\$50,704	\$5,542,817	109.3
ECM 8	Heating System - Pipe and Valve Insulation	\$10,024	\$120,751	12.0
ECM 9	Refrigeration Compressor Controllers	\$1,848	\$14,576	7.9
ECM 10	Water Conservation	\$18,610	\$126,299	6.8
ECM 11	Refrigerator Equipment Upgrades	\$5,705	\$115,001	20.2
ECM 12	Renewable Energy- Photovoltaic Generation	\$215,385	\$3,873,860	18.0
ECM 13	Plug Load Controllers	\$34,803	\$101,800	2.9
ECM 14	Vending Machine Controllers	\$3,101	\$8,915	2.9
ECM 15	Heating System - DHW Replacement	\$2,343	\$130,186	55.6
ECM 16	AC Compressor Controllers	\$3,697	\$8,455	2.3
ECM 17	Unit Ventilator Upgrade	\$5,677	\$1,121,302	197.5

Annual Energy Savings	\$707,071
Annual O&M Savings	\$180,874
Arch./Engineering Fees	\$467,295
Total Project Cost	\$16,043,799
Rebates	\$174,750
Simple Payback (Yrs)	17.87

- p. On the top of Page 76 of the Agreement, under EXHIBIT 4, Operational Cost Avoidance, add following:

Unit Ventilators Operational Cost Avoidance is calculated by comparing the cost of repairing the existing fifty-five (55) unit ventilators versus the newly installed unit ventilators. The reduction in repairs to the new unit ventilators is deemed to be the cost avoidance. The average annual savings for the Stimson Middle School is determined to be \$36,136.

- q. On the middle of Page 76 of the Agreement, under EXHIBIT 4, Operational Cost Avoidance, replace “\$144,738” with “180,874”.

- r. On top of Page 142 of the Agreement, under Price and Payment Terms, remove “Total Project Costs” in its entirety and replace with the following:

Total Project Costs. The total cost of the Project, including payment for JCI and the Architect of Record is \$16,043,799 and is broken down as follows:

Johnson Controls, Inc.:	\$15,576,504
H2M Architects and Engineers:	\$467,295

s. On middle of Page 142 of the Agreement, under 2. Payments for Architectural/Engineering Services replace "\$433,656" with "467,295".

2. Nothing contained herein shall be deemed a waiver of any of the terms, provisions or conditions of the Agreement.

3. Except as expressly provided in this Amendment, all other terms, conditions and provisions of the Agreement shall continue in full force and effect as provided therein.

4. In executing this Amendment, the parties acknowledge that they have the authority to enter into this Amendment, and that all necessary action has been taken to cause this Amendment to become legal, valid and binding.

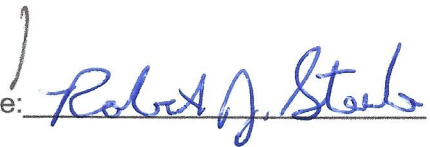
5. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the parties.

IN WITNESS WHEREOF, JCI and Customer have entered this Amendment, effective as of the date first set forth above.

**BOARD OF EDUCATION OF THE
SOUTH HUNTINGTON SCHOOL DISTRICT**

JOHNSON CONTROLS, INC.

Signature: 

Signature: 

Printed Name: Nicholas R. Ciappetta, J.D.

Printed Name: ROBERT J. STEELE

Title: President, Board of Education

Title: AREA GENERAL MANAGER

Date: 11/5/21

Date: 11/8/21

(Attachment 4 - South Huntington Rev-E (4-29-2021))

Johnson Controls, Inc. Initials: _____

Customer Initials: _____