

**AMENDMENT TWO
TO THE MASTER AGREEMENT FOR LEGAL SERVICES
DATED March 29, 2010, (the "Agreement")
BETWEEN
KAPLAN, FOX & KILSHEIMER, LLP (the "LAW FIRM") AND THE
STATE BOARD OF ADMINISTRATION OF FLORIDA, ACTING ON BEHALF OF
THE FLORIDA RETIREMENT SYSTEM TRUST FUND AND OTHER FUNDS
(the "SBA")
SBA CONTRACT NO. 010-18**

Pursuant to Article 11 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Both parties acknowledge there are no active cases in which the Law Firm is representing the SBA.

2. The first sentence of the Agreement is replaced in with the following:

This MASTER AGREEMENT FOR LEGAL SERVICES is entered into as of the 29th day of March, 2020 (the "Effective Date"), by and between the State Board of Administration of Florida, acting on behalf of the Florida Retirement System Trust Fund, the Local Government Surplus Funds Trust Fund, the Florida Hurricane Catastrophe Fund and/or other state and local government funds (the "SBA") located at 1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308, and Kaplan, Fox & Kilsheimer, LLP (the "Law Firm") located at 850 Third Avenue, 14th Floor, New York, NY 10022.

3. The following WHEREAS clause replaces the WHEREAS clause in the MASTER AGREEMENT FOR LEGAL SERVICES that was added in Amendment One:

WHEREAS, the SBA wishes to continue its pool of eligible securities litigation counsel and finds that the Law Firm continues to meet the criteria established in the 2009 search and selection process and therefore the SBA is extending this agreement; and

4. Article 5(1) is replaced in its entirety with the following:

The term of this Agreement shall not expire until one party provides the other party with reasonable notice, in writing, that the party is terminating the Agreement. The termination date will be provided in the notice and cannot be less than 30 days from the date of the notice. Notwithstanding the foregoing, if the Law Firm is engaged in active litigation under an Addendum to the Agreement, the Law Firm cannot terminate until the SBA confirms in writing that it has secured other legal representation.

5. Article 10 is replaced in its entirety with the following:

(1) The SBA is bound by the provisions of chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of chapter 119, Florida Statutes will prevail. In addition, in order for documents to be considered confidential by the SBA, Law Firm must mark items as confidential or trade secret.

To the extent applicable, the Law Firm shall comply with chapter 119, Florida Statutes. In particular, the Law Firm shall:

(a) Keep and maintain public records required by the SBA in order to perform the Services under this Agreement;

(b) Upon request from the SBA's custodian of public records, provide the SBA with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by Florida law;

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following the completion of the contract if the Law Firm does not transfer the records to the SBA when the Agreement is completed;

(d) Upon completion of the Agreement, transfer, at no cost, to the SBA all public records in the Law Firm's possession or keep and maintain the public records required by the SBA in order to perform the services under this Agreement. If the Law Firm transfers all public records to the SBA upon completion of the contract, the Law Firm shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Law Firm keeps and maintains public records upon completion of the contract, the Law Firm shall meet all applicable requirements for retaining public records. The Law Firm shall, upon request from the SBA's custodian of records, provide all records that are stored electronically to the SBA in a format that is compatible with the information technology systems of the SBA.

(2) IF THE LAW FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:

STATE BOARD OF ADMINISTRATION OF FLORIDA
POST OFFICE BOX 13300
TALLAHASSEE, FLORIDA 32317-3300
(850) 488-4406
[SBAContracts DL@sbafla.com](mailto:SBAContracts_DL@sbafla.com)

6. Sections 14-17 are added to Article 12:

(14) Consistent with the Florida Transparency in Contracting Initiative, the SBA posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. The Law Firm hereby agrees that the SBA is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the SBA's website.

(15) In accordance with section 448.095(5), Florida Statutes, the Law Firm shall register with and use, and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The Law Firm acknowledges that the SBA is subject to and the Law Firm agrees to comply with section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

(16) The Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

(17) When applicable, travel and expenses will be reimbursed by the SBA in compliance with section 112.061, Florida Statutes, and SBA Policy #10-052.

All other provisions of the Agreement shall remain in full force and effect.

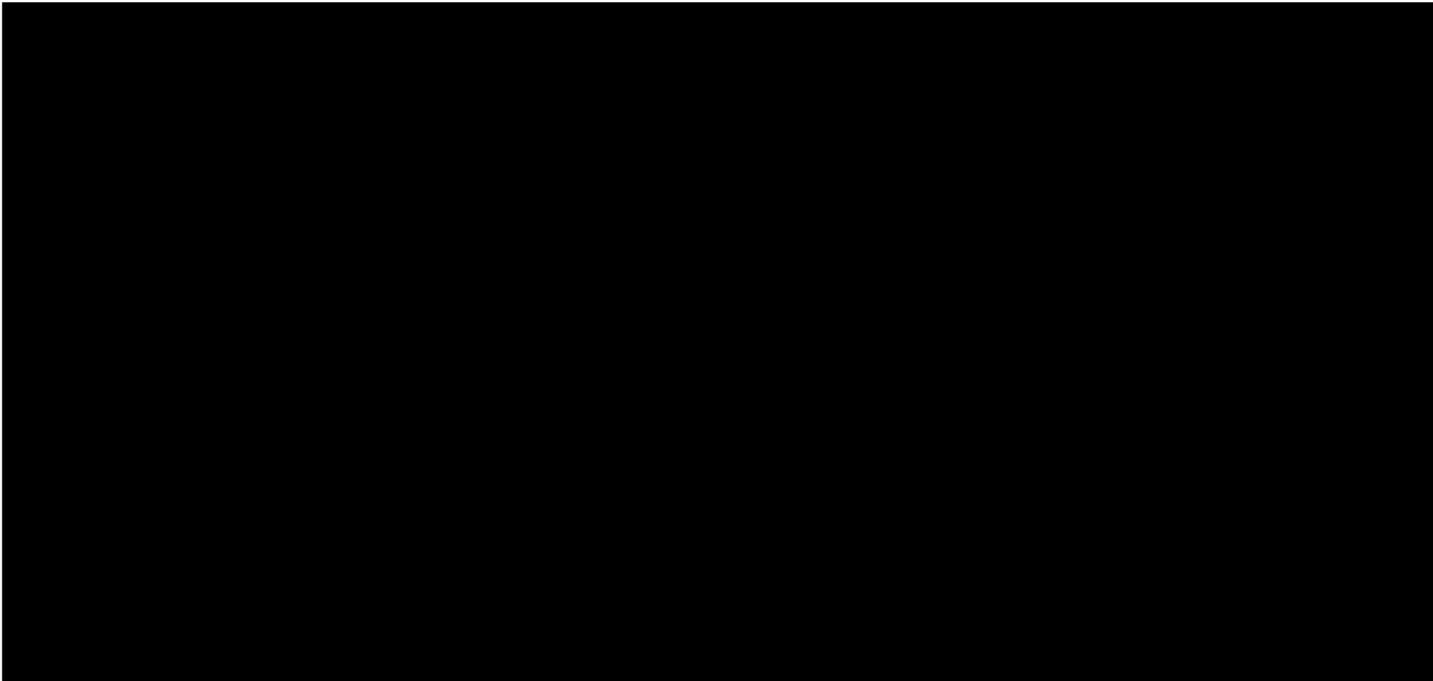
This Amendment Two shall take effect March 29, 2020.

IN WITNESS WHEREOF, the parties have caused this Amendment TWO to be executed by their respective duly authorized officers.

(Signatures on following page)

STATE BOARD OF ADMINISTRATION
OF FLORIDA, Acting on Behalf of the
Florida Retirement System Trust Fund and

KAPLAN, FOX & KILSHEIMER,
LLP





**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

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**JIMMY PATRONIS
CHIEF FINANCIAL OFFICER**

**ASHLEY MOODY
ATTORNEY GENERAL**

**LAMAR TAYLOR
INTERIM EXECUTIVE DIRECTOR &
CIO**

MEMORANDUM

Date: April 19, 2024

To: Paul Groom
Deputy Executive Director

From: Lamar Taylor
Interim Executive Director & CIO

Subject: Delegation of Authority

I will be out of the office from **8:00 a.m. on Monday, April 29, 2024 through 5:00 p.m. on Thursday, May 9, 2024**. I hereby appoint **Paul Groom** as my designee to carry out the duties and responsibilities that have been delegated to me by the State Board of Administration/Executive Director.

Prior to carrying out these duties and responsibilities, **Paul** will consult and coordinate with Executive Service Staff and other employees of the State Board of Administration, as needed.

If, because of unforeseen circumstances, this absence from the office extends beyond **5:00 p.m. on Thursday, May 9, 2024**, the delegate listed above will continue to be my designee as described above for a reasonable period thereafter.

