

EXHIBIT A

**FIFTH AMENDMENT TO
AGREEMENT FOR LEGAL SERVICES**

This Fifth Amendment to Agreement For Legal Services ("Fourth Amendment") is made by and between the State Board of Administration of Florida (the "Board") and Mayer Brown, LLP, an Illinois limited liability partnership (the "Attorneys") as of January 1, 2020.

Whereas the Board and the Firm entered into an Agreement for Legal Services dated as of January 1, 2010, (the "Original Agreement"), which was amended by that certain First Amendment to Agreement for Legal Services dated as of November 8, 2011 (the "First Amendment") and further amended by that certain Second Amendment to Agreement for Legal Services dated as of June 2, 2014 (the "Second Amendment") and further amended by that certain Third Amendment to Agreement for Legal Services dated effective as of January 1, 2017 (the "Third Amendment") and further amended by that certain Fourth Amendment to Agreement for Legal Services dated effective as of January 1, 2018 (the "Fourth Amendment"; the Original Agreement, the First Amendment, the Second Amendment the Third Amendment and the Fourth Amendment being jointly referred to herein as the "Agreement"); and

Whereas the Agreement expired on December 31, 2019; and

Whereas the Agreement sets forth in Paragraph IV.A the hourly Professional Fees that the Board shall be obligated to pay to the Firm, and

Whereas the Board and the Firm have agreed to renew and reinstate the Agreement and to increase the hourly Professional Fees set forth in Article IV.A. of the Agreement.

Now Therefore, for and in consideration of this Fourth Amendment and other good and valuable consideration, the Board and the Firm agree as follows:

- 1) The Professional Fees to be paid by the Board to the Firm pursuant to the Agreement shall be as follows,

[REDACTED]

- 2) This Professional Fee increase shall be applicable to all of the services the Firm provides to the Board on or after January 1, 2020, and continuing until the expiration or earlier termination of this Agreement. However, it is the parties' intent to revisit the Professional Fees periodically (currently, on a biennial basis); and they each acknowledge that the Agreement may be terminated by either party should they not agree on the Professional Fees prospectively to be in effect from time to time.

**THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND
TRADE SECRETS**

3) The first sentence in Article V.A. of the Agreement is modified to provide that the Agreement, as modified by this Fourth Amendment, shall remain in effect indefinitely, unless terminated by one of the parties.

4) Except as modified by this Fifth Amendment, the Agreement shall remain in full force and effect and the Board and the Firm hereby reaffirm and ratify the Agreement.

5) Consistent with the Florida Transparency in Contracting Initiative, the Board posts certain operational contracts on its website, and this Fifth Amendment, as redacted and attached hereto as Exhibit A, will be one of the agreements posted. With the exception of any information the Firm has specifically identified and redacted from this Fifth Amendment as set forth in Exhibit A, the Firm hereby agrees that the Board is authorized to post this Fifth Amendment and a description of the contents of the Fifth Amendment on the Board's website. In addition, the parties may from time to time during the term of this Fifth Amendment enter into one or more amendments or addenda thereto. With the exception of any information the Firm has specifically identified and redacted from any such amendment or addenda at the time the Firm delivers an executed counterpart of such to the Board, the Firm hereby agrees that the Board is authorized to post any such amendment or addendum and a description of the contents thereof on the Board's website. The Firm hereby understands, acknowledges and agrees that the redaction of any such information does not mean that such redacted information is protected from disclosure pursuant to a public records request under Chapter 119, Florida Statutes, or as otherwise required by law or a court or authority of competent jurisdiction.

In Witness Whereof, the parties have caused this Fifth Amendment to be executed by their fully authorized representatives.

**STATE BOARD OF ADMINISTRATION
OF FLORIDA**

BY: _____

A _____

E _____

Date _____

MAYER BROWN, LLP

BY: _____

K _____

Date _____

Approved as to legality:

Paul W. Groom II
Deputy General Counsel