

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

**SIXTH AMENDMENT TO  
AGREEMENT FOR LEGAL SERVICES**

This Sixth Amendment to Agreement For Legal Services ("Sixth 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, 2022.

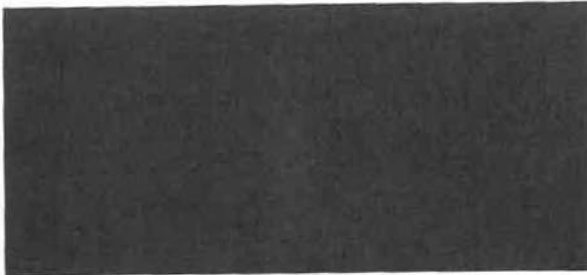
Whereas the Board and the Firm entered into an Agreement for Legal Services dated as of January 1, 2010, (the "Original Agreement"), which was amended by that certain First Amendment to Agreement for Legal Services dated as of November 8, 2011 (the "First Amendment") and further amended by that certain 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") and further amended by that certain Fifth Amendment to Agreement for Legal Services dated effective as of January 1, 2020 (the "Fifth Amendment"; the Original Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment being jointly referred to herein as the "Agreement"); 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 confirm the term of 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 Sixth 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, discounted by ten percent (10%):



- 2) This Professional Fee increase shall be applicable to all of the services the Firm provides to the Board on or after January 1, 2022, and continuing until the expiration of this Agreement 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.

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3) The Board and the Firm agree and confirm that the Agreement, as modified by this Sixth Amendment, shall remain in effect indefinitely, unless terminated by one of the parties.

4) Except as modified by this Sixth 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 Agreement, 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 Agreement as set forth in Exhibit A, the Firm hereby agrees that the Board is authorized to post this Agreement and a description of the contents of the Agreement on the Board's website. In addition, the parties may from time to time during the term of the Agreement enter into one or more amendments or addenda to this Agreement. 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.

6) The Firm shall register with and use the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. The Firm acknowledges that the Board is subject to and the Firm agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

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

**STATE BOARD OF ADMINISTRATION  
OF FLORIDA**

  
and CIO

Dated: February 23, 2022

**MAYER BROWN, LLP**

BY 

Dated: February 16, 2022

  
Deputy General Counsel