

## **ADDENDUM TO CONTRACT FOR CONSULTING SERVICES**

This Second Addendum ("**Second Addendum**") to that certain Contract for Consulting Services dated effective as of July 1, 2013 (the "**Agreement**"), by and between the State Board of Administration of Florida ("**SBA**") and Townsend Holdings LLC ("**Consultant**", and together with SBA, the "**Parties**") is made effective as of July 1, 2020 (the "**Effective Date**").

WHEREAS, the SBA and Consultant previously entered into the Agreement, pursuant to which Consultant agreed to provide certain investment consultant services to SBA, as described therein;

WHEREAS, the SBA engaged Consultant pursuant to an Addendum to the Agreement effective September 4, 2018 to provide additional services, as more fully described therein, some of which may be provided by an affiliate of Townsend;

WHEREAS, the initial term of the Agreement was from July 1, 2013 to June 30, 2018, which was automatically renewed for two successive one-year periods;

WHEREAS, the SBA and the Consultant desire to further extend the term of the Agreement; and

WHEREAS, the Parties now desire to enter into this Second Addendum to reflect the Parties' Agreement with respect to the extension of the term of the Agreement.

NOW THEREFORE, in consideration of the continued performance of the Agreement, and the mutual promises and agreements set forth herein, the receipt and adequacy of which is acknowledged, the SBA and the Consultant, intending to be legally bound, hereby agree as follows:

1. Section 3 of the Agreement shall be amended to provide that term of the Agreement shall be extended as of the Effective Date until June 30, 2021.
2. Section 15 of the Agreement shall be amended to read as follows:

15. (a) During the term of and for a period of five (5) years after the expiration or termination of this Agreement, the SBA shall have the right to have any person or entity designated by the SBA, including an independent public accountant or auditor and/or any federal or state auditor, to inspect, review and/or audit, any books, records and supporting documents relating to this Agreement and/or the subject matter of this Agreement (the "**Records**"). In the event such right is exercised and upon no less than ten (10) business days' prior written notice by the SBA, the Consultant agrees to permit reasonable access to its premises and the Records during Consultant's normal business hours. The SBA shall have the right, in connection with any such inspection, review and/or audit, to have one or more members of its staff present at all times. During the term of and for a period of five (5) years after the expiration or termination of this Agreement (or for any longer period of time that may be required by any applicable law relating to the retention of the Records) and pursuant to Section 12(c) of the Agreement, the Consultant shall maintain and retain the Records, at its sole expense. In the event the SBA and/or its designees are in the process of conducting such an inspection, review and/or audit upon the expiration of the five (5)-year access and/or retention periods described herein, then this Section 15 shall survive in its entirety until the conclusion of such inspection, review and/or audit. For the avoidance of doubt, the scope of any inspection, review and/or audit under this Section 15 may include, the Consultant's compliance with the terms of this Agreement, including without limitation,

compliance with any applicable foreign, federal, state and/or local law or regulation, an assessment of risks and controls and/or the source and application of the SBA's funds.

(b) The Consultant shall use commercially reasonable efforts to cooperate with the SBA and any person or entity designated by the SBA in connection with any inspection, review and/or audit under this Section 15 including, without limitation, causing its relevant and knowledgeable employees and/or representatives to be available to assist and to respond to reasonable inquiries and requests of the SBA and/or its designees. The Consultant shall respond (including, if relevant and appropriate, with an action plan) within a reasonable time to any reports, findings and/or assessments provided to the Consultant by the SBA and/or its designees, and the Consultant shall provide a copy of all such responses to the SBA (including the SBA's management contact listed in Section 30). The Consultant acknowledges and agrees that any such report, finding and/or assessment is intended for the sole use and for the benefit of the SBA.

(c) Except as set forth herein, the SBA shall bear the costs of any inspection, review and/or audit described in this Section 15. However, in the event, the auditor concludes that the Consultant overcharged the SBA or that the Consultant engaged in or committed (including through acts or omissions) any fraud, misrepresentation and/or non-performance, then the Consultant shall be obligated to reimburse the SBA for the reasonable costs of inspection, review and/or audit no later than ninety (90) days after the SBA's request for reimbursement thereof. The Consultant's reimbursement obligation herein shall be in addition to all other rights, remedies and damages available to the SBA at law or in equity, which shall not be deemed waived or relinquished in any way because of the Consultant's additional reimbursement obligation hereunder.

3. With respect to notices to the Consultant, Section 30 of the Agreement shall be amended to read as follows:

If to the Consultant:                      Townsend Holdings, LLC  
    950 Main Avenue  
    Suite 1600  
    Cleveland, OH 44113  
    Attention: Legal Department

4. A new Section 31 shall be added to the Agreement, which shall read as follows:

31. 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. Consultant 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. Pursuant to Section 8(b) of the Agreement, the posting of this Agreement on the SBA website shall be deemed an express written consent by the SBA to the publication that the SBA has hired the Consultant.

(a) This Second Addendum, when executed and delivered by the Consultant, will be a valid and binding obligation of the SBA.

(b) The SBA and its affiliates are not acting, directly or indirectly, in contravention of any anti-money laundering laws, regulations or conventions (U.S. or international), on behalf of terrorists or terrorist organizations, for a senior non-



U.S. political figure (i.e., a senior official in the executive, legislative, administrative, military or judicial branches of a non-U.S. government (whether elected or not), a senior official of a major non-U.S. political party, a senior executive of a non-U.S. government-owned corporation or any entity formed or operated by, or for the benefit of, any of the foregoing), for any member of a senior non-U.S. political figure's immediate family or any close associate of a senior non-U.S. political figure or for a non-U.S. shell bank (i.e., a non-U.S. bank without a physical presence in any country). With respect to the matters set forth in this Agreement, the SBA is not acting on behalf of any undisclosed beneficial owner other than participants in the Florida Retirement System Trust Fund.

- (c) The SBA acknowledges that its real estate portfolio (the "Portfolio") represents only a portion of the assets managed by the SBA and that the Consultant has no responsibility for the SBA's overall investment policies or strategy, for the SBA's overall portfolio composition or for the overall diversification of the SBA's investments.
- (d) The SBA acknowledges that (i) the Consultant performs discretionary and non-discretionary advisory services for other clients in exchange for compensation, (ii) the Consultant, its affiliates and their respective officers, employees and other agents (collectively, the "Consultant Group") may invest for their own accounts (subject to applicable law and the Consultant's Code of Ethics) and (iii) the advice provided by the Consultant to other clients and the actions taken by members of the Consultant Group may be similar or dissimilar to any advice provided to the SBA.
- (e) Upon request, the SBA will provide the Consultant with a completed Form W-9 (request for taxpayer identification number and certification).
- (f) The SBA will notify the Consultant of any relevant restrictions governing the Portfolio and any changes to the SBA's tax status.
- (g) The SBA acknowledges that the Consultant has delivered to the SBA, at least 48 hours before the execution of this Second Addendum to the Agreement, Part II of the Consultant's most recent Form ADV.
- (h) Performance measurement reports will be generated with respect to certain investments and in part based on information provided by third-party managers of funds and other Portfolio investments through a system that is designed to ensure that certain figures are computed consistently across different funds and managers. The SBA acknowledges that the production of performance measurement reports is dependent on timely reporting through this system by third-party managers. The SBA acknowledges that the Consultant considers certain information related to its investment databases, investment research, and investment process to be proprietary, confidential and trade secret. To the extent permitted by Florida state FOIA law and Chapter 119 (Public Records) of Florida Statutes ("FOIA"), the SBA agrees to take all reasonable steps to assist the Consultant in protecting the confidentiality of such information,

including taking any reasonable and legally permissible steps to preserve the confidentiality of such information from disclosure to third parties via FOIA requests.

- (i) The SBA acknowledges that, to achieve full deployment of the allocation to the Portfolio, the Consultant (i) will have to rely on estimates regarding drawdown and distribution schedules of underlying funds and (ii) may cause the SBA to commit to underlying portfolio funds an amount that exceeds the allocation to the Portfolio (due to the fact that closed-end funds draw capital gradually and begin returning capital before they liquidate).

Except as specifically modified herein, all other terms and provisions of the Agreement and the Addendum shall remain in full force and effect. All terms not otherwise defined in this Second Addendum have the meanings attributed thereto in the Agreement or the Addendum. In the event of any inconsistency between the terms of this Second Addendum and the terms of the Agreement or the Addendum, the terms of this Second Addendum shall prevail.


(Signatures on the following page.)

IN WITNESS WHEREOF, the Parties have executed this Second Addendum as of the Effective Date.

STATE BOARD OF ADMINISTRATION  
OF FLORIDA, an Agency of the State of  
Florida, on behalf of the Florida Retirement  
System Trust Fund

By:   
Name: Ashbel C. Williams  
Title: Executive Director & CIO

TOWNSEND HOLDINGS LLC  
a Delaware limited liability company

By:   
Name: JACOB KACH  
Title: PARTNER

By:   
JACOB W. GROOM II  
Deputy General Counsel