

### THIRD AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

This Third Amendment to Agreement For Legal Services ("Third Amendment") is made by and between the State Board of Administration of Florida (the "Board") and [REDACTED] (the "Attorneys") as of the date the last party signs and dates this Third Amendment.

Whereas the Board and the Attorneys entered into an Agreement for Legal Services dated as of August 26, 2015, (the "Original Agreement"), which was amended by that certain First Amendment to Agreement for Legal Services dated as of September 9, 2017 (the "First Amendment") and that certain Second Amendment to Agreement for Legal Services dated as of August 15, 2019 (the "Second Amendment"; the Original Agreement, the First Amendment and the Second Amendment being jointly referred to herein as the "Agreement"); and

Whereas Section (A)(i) of Article IV of the Agreement established the hourly Professional Fees that the Board would pay to the Attorneys, and

Whereas the Board and the Attorneys have agreed to update the hourly Professional Fees set forth in the Agreement and to renew and reinstate the Agreement and extend its term.

Now Therefore, for and in consideration of this Third Amendment and other good and valuable considerations, the Board and the Attorneys agree as follows:

- 1) Section A(i) of Article IV of the Agreement is hereby amended and replaced to read as follows:
  - A. (i) The Attorneys agree to provide legal services in accordance with the following discounted hourly fee schedule, which represents MFN rates for such Attorneys and legal professionals:

Professional Fees:

[REDACTED]

Shareholder  
Shareholder  
Shareholder  
Shareholder  
Shareholder  
Shareholder  
Shareholder  
Shareholder  
Shareholder  
Of Counsel  
Of Counsel  
Associate  
Associate  
Associate  
Associate

[REDACTED]

Professional Fees for services provided by shareholders, associates and employees of the Attorneys who are not listed in the fee schedule above shall be billed to the Board at rates approved by the Board's Office of General Counsel.

- 2) The Professional Fee increase provided by this Third Amendment shall be applicable to all of the services the Attorneys provide to the Board on or after April 1, 2022, and shall continue to apply until the expiration of the Agreement.
- 3) The Agreement is hereby renewed and reinstated in its entirety, except as modified herein. The first sentence of Section A of Article V of the Agreement is modified to provide that the Agreement, as modified by this Third Amendment, shall remain in effect through December 31, 2023.
- 4) 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.
- 5) 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.
- 6) Except as modified by this Third Amendment, the Agreement shall be reinstated and remain in full force and effect and the Board and the Attorneys hereby reinstate, reaffirm and ratify the Agreement.

*(Remainder of this page intentionally left blank. Signatures follow on the next page.)*

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

**STATE BOARD OF ADMINISTRATION  
OF FLORIDA**

BY: \_\_\_\_\_  
Lamar Taylor  
Interim Executive Director and CIO

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_

BY: \_\_\_\_\_  
Shareholder

Dated: \_\_\_\_\_, 2022

**Approved as to legality:**

\_\_\_\_\_  
Paul W. Groom II  
Deputy General Counsel