

ADDENDUM ONE
to the CT Corporation System – Terms and Conditions
Incorporated into Invoices paid by the State Board of Administration
of Florida and its Wholly Owned Entities

1. The State Board of Administration of Florida (SBA), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. See Florida Attorney General Opinion 99-56, dated September 17, 1999. The SBA is also prohibited from entering into a limitation of remedies agreement. For the avoidance of doubt the SBA does not agree to arbitration. See Florida Attorney General Opinion 85-66, dated August 23, 1985. The SBA agrees to any provisions regarding Warranty, Indemnity and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, 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 any Agreement between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

3. IF CT CORPORATION SYSTEM 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**

4. 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. CT Corporation System 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.

5. CT Corporation System 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. **CT Corporation System acknowledges that SBA is subject to and CT Corporation System agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.**

6. Notwithstanding any provision to contrary, this 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.

Signature Page Follows

CT Corporation System



Name: Thomas Osif

Title: Director

July , 2022 7/6/2022

State Board of Administration of Florida



Lamar Taylor

Interim Executive Director & CIO

July 7 , 2022



Deputy General Counsel

Annual Invoice for Statutory Representation

Nell Bowers
State Board of Administration of Florida
1801 Hermitage Blvd Ste 100
Tallahassee FL 32308-7743

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Payment of this invoice constitutes your acceptance of the included terms and conditions

QUESTIONS? GET IN TOUCH:
(See last page of this invoice for
address changes)

CT Corporation
Phone: (866) 665-5799
Email: SouthTeam2@wolterskluwer.com

INVOICE NUMBER
5006603212-00

INVOICE DATE
11/01/21

PERIOD COVERED
12/01/21 to 11/30/22

AMOUNT DUE
\$269.80

[Pay online at CT Corporation.com/pay](https://www.ctcorporation.com/pay)

Payment Due Upon Receipt

(Federal Tax Id# 51-0006522)

Page 1 of 2

	CURRENT STATE STATUS	PRICE	AMOUNT DUE
150 Venture Investor Member, LLC (DE) (CT account number 9401631393) Delaware- Domestic Representation (Limited Liability Company) SUBTOTAL	Active/Good Standing	269.80 269.80	269.80
INVOICE SUMMARY			
		Price	\$269.80
		TOTAL AMOUNT DUE	\$269.80

Status terminology may differ from state to state as it relates to active, inactive, or non-compliance. Please contact your service team above should you have any questions regarding the status of your entity.

**SERVICES COVERED
BY THIS INVOICE:**

State laws require a Registered Agent to receive lawsuits and other legal documents where your company does business. A member of your organization and/or your attorney appointed CT Corporation System to act as your Agent. The state may revoke your company's authority to transact business if you fail to maintain a Registered Agent or Office.

To pay by mail, detach and return this stub with your payment.
For proper credit, indicate your **complete invoice number, including the two characters following the invoice number**, on the check.
Wire Instructions: www.ctcorporation.com/pay

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Nell Bowers
State Board of Administration of Florida
1801 Hermitage Blvd Ste 100
Tallahassee FL 32308-7743

SEND PAYMENTS TO:

CT Corporation
PO Box 4349
Carol Stream IL 60197-4349

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402 1 00001442413 23071413 9073 000026980 09980650 6579 1

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C T CORPORATION SYSTEM – TERMS AND CONDITIONS

The provision of Services by C T Corporation System, a Delaware corporation ("CT"), and your use thereof, is subject to these terms and conditions (this "Agreement"). You ("Customer") acknowledge that you agree to comply with this Agreement and are authorized to agree on behalf of all Customer Users. Notwithstanding anything to the contrary herein, your use of, or payment for, the Services shall be deemed your acceptance of this Agreement. No modifications by you to these terms and conditions shall be effective unless agreed by CT in writing.

1. SERVICES AND FEES; PAYMENT TERMS; TAXES

1.1 Provision and Use of the Services; Fees. CT itself or through one or more of its affiliates, subcontractors or agents ("CT Parties") shall provide to Customer and its affiliates the services requested by Customer or a Customer User and described at ct.wolterskluwer.com/service-descriptions and any other services requested by Customer or a Customer User and provided by CT (collectively, the "Services"). The provision and use of the Services shall also be subject to the terms and conditions located at ct.wolterskluwer.com/services-terms-and-conditions. CT shall be responsible for the performance of any CT Parties. Customer shall perform its responsibilities and obligations set forth in this Agreement, be responsible for the compliance of its personnel, affiliates and permitted third party users ("Customer Users") herewith and cooperate with CT in connection with CT's provision of the Services. Customer shall use the Services only for the internal business purposes of Customer and its affiliates. Customer Users shall not include any competitors of CT, and Customer shall not permit any third party to use the Services or CT Products without the prior written consent of CT. Customer shall not (i) resell, offer or use the Services for the benefit of any third parties or (ii) use the Services in violation of any applicable law, rule, or regulation. Customer agrees to pay CT the applicable fees for the Services in accordance with CT's then current standard fee schedules for such Services (or as otherwise agreed by CT and Customer (the "Parties")). Customer shall also pay all additional fees advanced by CT on behalf of Customer, including taxes, statutory fees, and correspondent and courier charges. Customer agrees to pay CT all invoiced amounts within thirty (30) days of invoice, subject to a late fee of 1.75% per month plus costs of collection. Following such 30-day period, CT's obligation to provide the Services shall be suspended during any period of nonpayment by Customer. Customer shall pay all sales, use and similar taxes in connection with the Services.

1.2 Customer Information and Instructions. Performance of the Services requires the timely completion of Customer's responsibilities and obligations. Additional fees may apply for any modifications to standard documents or processes made by Customer or at Customer's request. Customer will be responsible for (i) the accuracy and completeness and the compliance, sufficiency and effectiveness under applicable law of all data, documents, templates or other information provided to CT by or on behalf of Customer, and (ii) any instructions given by Customer or any Customer User to CT.

2. TERM; TERMINATION. The term of this Agreement shall be effective as of the start of Customer's most recent billing cycle (the "Effective Date") and continue until terminated as set forth herein (the "Term"). Either Party may terminate this Agreement or a particular Service (i) if the other Party fails to perform any material obligation of this Agreement (including the payment of amounts owed hereunder) and fails to cure such failure within thirty (30) days of notice thereof, (ii) if the other Party seeks protection under bankruptcy or similar laws, or (iii) at any time upon 180 days' prior written notice to the other Party. CT may terminate this Agreement at any time if legally required or upon belief of Customer's improper use of the Services. In the event of any termination of this Agreement, (a) Customer shall pay CT for Services (1) provided under this Agreement through the date of termination and (2) that CT is legally required to provide to Customer following termination, (b) Customer shall also pay all fees in connection with the removal of CT's name as its Registered Agent in each applicable Secretary of State's office, (c) CT's obligations to provide the Services shall cease and (d) all rights granted to Customer by CT under this Agreement related to terminated Services shall terminate. All provisions relating to ownership rights, confidentiality and non-disclosure, and limitation of liability shall survive any termination of this Agreement.

3. CONFIDENTIALITY. "Confidential Information" includes any proprietary or confidential information provided by the disclosing Party to the receiving Party other than any information which: (a) is generally available to the public through no fault of the receiving Party or any of its affiliates or its or their directors, officers, employees, contractors, or other agents (collectively, a Party's "Representatives"); (b) is or becomes available to the receiving Party through a source other than the disclosing Party or its Representatives without duty of confidentiality; or (c) is or has been developed by the receiving Party independently of the disclosing Party's Confidential Information. Anonymized and de-identified data shall not be considered Customer's Confidential Information and CT shall be permitted to retain and utilize such data. Each Party shall (i) keep all Confidential Information of the other Party confidential, (ii) not disclose the other Party's Confidential Information to any third party except if required by law, subpoena or similar legal demand, and (iii) use and disclose Confidential Information of the other Party only as necessary to perform its obligations herein (including CT's disclosure to its Representatives).

4. OWNERSHIP RIGHTS. All intellectual property rights related to the Services (including all products, documentation thereof and modifications thereto) ("CT Products") shall remain the exclusive property of CT or its licensors. During the Term, Customer shall have a personal, non-transferable, non-exclusive right to access and use the CT Products in connection with the Services solely as set forth herein.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE SERVICES DO NOT INCLUDE THE PROVISION OF LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH. CT, its data providers AND THE CT PARTIES SHALL HAVE NO liability for delays, errors or omissions in the information provided by governmental or third party information providers or FILING systems OR with respect to information or records that may contain personally identifiable information. NEITHER PARTY (NOR ANY CT PARTY) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND THE TOTAL LIABILITY OF CT AND THE CT PARTIES UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) \$50,000 AND (II) AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO CT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST CT BY CUSTOMER. CT AND THE CT PARTIES ARE not insurers with regard to the Services and shall have no liability for any loss of underlying collateral or loss (or decreased priority) of security interest.

6. COMMUNICATIONS. All communications to CT under this Agreement shall be delivered to: CT, 28 Liberty St, 42nd Fl, New York, NY 10005, Attn: GM, with copies to (i) the foregoing address, 43rd Fl, Attn: Associate GC, and (ii) the foregoing address, 26th Fl, Attn: EVP and General Counsel.

7. APPLICABLE LAW; FORUM; WAIVER OF TRIAL BY JURY. This Agreement shall be governed by the laws of the State of New York. Any Party bringing a legal action relating to this Agreement shall bring such action in any court sitting in New York City, and each Party waives any objection to such courts. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION.

8. MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements. This Agreement, or any rights or obligations hereunder, may not be assigned by Customer without the prior written consent of CT. No modifications to this Agreement shall be valid unless in a writing executed by the Parties. CT is acting in performance of this Agreement as an independent contractor. There shall be no third party beneficiaries to this Agreement. Neither Party shall be liable for failure or delay in performance of its obligations hereunder (other than Customer's obligation to pay the fees for Services provided) caused by events beyond its control.

Annual Invoice for Statutory Representation

Nell Bowers
STATE BOARD OF ADMINISTRATION OF FLORIDA
1801 Hermitage Blvd Ste 100
Tallahassee FL 32308-7743

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QUESTIONS? GET IN TOUCH:
(See last page of this invoice for
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CT Corporation
Phone: (866) 665-5799
Email: SouthTeam2@wolterskluwer.com

INVOICE NUMBER

5006948860-00

INVOICE DATE

04/01/22

PERIOD COVERED

05/01/22 to 04/30/23

AMOUNT DUE

\$269.80

Pay online at CTCorporation.com/pay

Payment Due Upon Receipt

(Federal Tax Id# 51-0006522)

Page 1 of 2

300 Venture II Investor Member, LLC (DE)

(CT account number 9402207753)

Delaware-

Domestic Representation (Limited Liability Company)

SUBTOTAL

CURRENT STATE STATUS

PRICE

AMOUNT DUE

Active/Good Standing

269.80

269.80

269.80

INVOICE SUMMARY

Price

\$269.80

TOTAL AMOUNT DUE

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State laws require a Registered Agent to receive lawsuits and other legal documents where your company does business. A member of your organization and/or your attorney appointed CT Corporation System to act as your Agent. The state may revoke your company's authority to transact business if you fail to maintain a Registered Agent or Office.

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STATE BOARD OF ADMINISTRATION OF FLORIDA
1801 Hermitage Blvd Ste 100
Tallahassee FL 32308-7743

SEND PAYMENTS TO:

CT Corporation
PO Box 4349
Carol Stream IL 60197-4349

INVOICE NUMBER

5006948860-00

INVOICE DATE

04/01/22

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05/01/22 to 04/30/23

AMOUNT DUE

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1. SERVICES AND FEES; PAYMENT TERMS; TAXES

1.1 Provision and Use of the Services; Fees. CT itself or through one or more of its affiliates, subcontractors or agents ("CT Parties") shall provide to Customer and its affiliates the services requested by Customer or a Customer User and described at ct.wolterskluwer.com/service-descriptions and any other services requested by Customer or a Customer User and provided by CT (collectively, the "Services"). The provision and use of the Services shall also be subject to the terms and conditions located at ct.wolterskluwer.com/services-terms-and-conditions. CT shall be responsible for the performance of any CT Parties. Customer shall perform its responsibilities and obligations set forth in this Agreement, be responsible for the compliance of its personnel, affiliates and permitted third party users ("Customer Users") herewith and cooperate with CT in connection with CT's provision of the Services. Customer shall use the Services only for the internal business purposes of Customer and its affiliates. Customer Users shall not include any competitors of CT, and Customer shall not permit any third party to use the Services or CT Products without the prior written consent of CT. Customer shall not (i) resell, offer or use the Services for the benefit of any third parties or (ii) use the Services in violation of any applicable law, rule, or regulation. Customer agrees to pay CT the applicable fees for the Services in accordance with CT's then current standard fee schedules for such Services (or as otherwise agreed by CT and Customer (the "Parties")). Customer shall also pay all additional fees advanced by CT on behalf of Customer, including taxes, statutory fees, and correspondent and courier charges. Customer agrees to pay CT all invoiced amounts within thirty (30) days of invoice, subject to a late fee of 1.75% per month plus costs of collection. Following such 30-day period, CT's obligation to provide the Services shall be suspended during any period of nonpayment by Customer. Customer shall pay all sales, use and similar taxes in connection with the Services.

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2. TERM; TERMINATION. The term of this Agreement shall be effective as of the start of Customer's most recent billing cycle (the "Effective Date") and continue until terminated as set forth herein (the "Term"). Either Party may terminate this Agreement or a particular Service (i) if the other Party fails to perform any material obligation of this Agreement (including the payment of amounts owed hereunder) and fails to cure such failure within thirty (30) days of notice thereof, (ii) if the other Party seeks protection under bankruptcy or similar laws, or (iii) at any time upon 180 days' prior written notice to the other Party. CT may terminate this Agreement at any time if legally required or upon belief of Customer's improper use of the Services. In the event of any termination of this Agreement, (a) Customer shall pay CT for Services (1) provided under this Agreement through the date of termination and (2) that CT is legally required to provide to Customer following termination, (b) Customer shall also pay all fees in connection with the removal of CT's name as its Registered Agent in each applicable Secretary of State's office, (c) CT's obligations to provide the Services shall cease and (d) all rights granted to Customer by CT under this Agreement related to terminated Services shall terminate. All provisions relating to ownership rights, confidentiality and non-disclosure, and limitation of liability shall survive any termination of this Agreement.

3. CONFIDENTIALITY. "Confidential Information" includes any proprietary or confidential information provided by the disclosing Party to the receiving Party other than any information which: (a) is generally available to the public through no fault of the receiving Party or any of its affiliates or its or their directors, officers, employees, contractors, or other agents (collectively, a Party's "Representatives"); (b) is or becomes available to the receiving Party through a source other than the disclosing Party or its Representatives without duty of confidentiality; or (c) is or has been developed by the receiving Party independently of the disclosing Party's Confidential Information. Anonymized and de-identified data shall not be considered Customer's Confidential Information and CT shall be permitted to retain and utilize such data. Each Party shall (i) keep all Confidential Information of the other Party confidential, (ii) not disclose the other Party's Confidential Information to any third party except if required by law, subpoena or similar legal demand, and (iii) use and disclose Confidential Information of the other Party only as necessary to perform its obligations herein (including CT's disclosure to its Representatives).

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Rev August 2019

Annual Invoice for Statutory Representation

Nell Bowers
STATE BOARD OF ADMINISTRATION OF FLORIDA
1801 Hermitage Blvd Ste 100
Tallahassee FL 32308-7743

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CA 150 Venture Investor Member, LLC (DE)

(CT account number 9401844032)

Delaware-

Domestic Representation (Limited Liability Company)

SUBTOTAL

CURRENT STATE STATUS

PRICE

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Active/Good Standing

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269.80

269.80

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3. CONFIDENTIALITY. "Confidential Information" includes any proprietary or confidential information provided by the disclosing Party to the receiving Party other than any information which: (a) is generally available to the public through no fault of the receiving Party or any of its affiliates or its or their directors, officers, employees, contractors, or other agents (collectively, a Party's "Representatives"); (b) is or becomes available to the receiving Party through a source other than the disclosing Party or its Representatives without duty of confidentiality; or (c) is or has been developed by the receiving Party independently of the disclosing Party's Confidential Information. Anonymized and de-identified data shall not be considered Customer's Confidential Information and CT shall be permitted to retain and utilize such data. Each Party shall (i) keep all Confidential Information of the other Party confidential, (ii) not disclose the other Party's Confidential Information to any third party except if required by law, subpoena or similar legal demand, and (iii) use and disclose Confidential Information of the other Party only as necessary to perform its obligations herein (including CT's disclosure to its Representatives).

4. OWNERSHIP RIGHTS. All intellectual property rights related to the Services (including all products, documentation thereof and modifications thereto) ("CT Products") shall remain the exclusive property of CT or its licensors. During the Term, Customer shall have a personal, non-transferable, non-exclusive right to access and use the CT Products in connection with the Services solely as set forth herein.

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY. THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. THE SERVICES DO NOT INCLUDE THE PROVISION OF LEGAL, ACCOUNTING OR OTHER PROFESSIONAL ADVICE AND SHOULD NOT BE RELIED UPON AS SUCH. CT, its data providers AND THE CT PARTIES SHALL HAVE NO LIABILITY for delays, errors or omissions in the information provided by governmental or third party information providers or FILING systems OR with respect to information or records that may contain personally identifiable information. NEITHER PARTY (NOR ANY CT PARTY) SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, AND THE TOTAL LIABILITY OF CT AND THE CT PARTIES UNDER THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF (I) \$50,000 AND (II) AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO CT IN THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH A CLAIM IS FIRST ASSERTED AGAINST CT BY CUSTOMER. CT AND THE CT PARTIES ARE not insurers with regard to the Services and shall have no liability for any loss of underlying collateral or loss (or decreased priority) of security interest.

6. COMMUNICATIONS. All communications to CT under this Agreement shall be delivered to: CT, 28 Liberty St, 42nd Fl, New York, NY 10005, Attn: GM, with copies to (i) the foregoing address, 43rd Fl, Attn: Associate GC, and (ii) the foregoing address, 26th Fl, Attn: EVP and General Counsel.

7. APPLICABLE LAW; FORUM; WAIVER OF TRIAL BY JURY. This Agreement shall be governed by the laws of the State of New York. Any Party bringing a legal action relating to this Agreement shall bring such action in any court sitting in New York City, and each Party waives any objection to such courts. EACH PARTY WAIVES ITS RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY SUCH ACTION.

8. MISCELLANEOUS. This Agreement constitutes the entire agreement between the Parties in connection with the subject matter hereof and supersedes all prior agreements. This Agreement, or any rights or obligations hereunder, may not be assigned by Customer without the prior written consent of CT. No modifications to this Agreement shall be valid unless in a writing executed by the Parties. CT is acting in performance of this Agreement as an independent contractor. There shall be no third party beneficiaries to this Agreement. Neither Party shall be liable for failure or delay in performance of its obligations hereunder (other than Customer's obligation to pay the fees for Services provided) caused by events beyond its control.