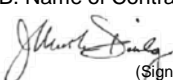
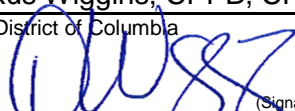


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number CFOPD-19-A-051	Page of Pages 1 1		
2. Amendment/Modification Number Modification No. 5	3. Effective Date See Box 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption Goldman Sachs Electronic Access Portal			
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E610 Washington, D.C. 20024 202-442-7012 (main)		Code	7. Administered by (If other than line 6)			
8. Name and Address of Contractor (No. street, city, county, state and zip code) Goldman Sachs & Co., LLC Goldman Sachs Asset Management, L.P. / Investment Center Attn: J. Matthew Dailey – CFA – Liquidity Solutions 200 West street – 37 th Floor New York, NY 10282 matt.dailey@gs.com 800-621-2550		9A. Amendment of Solicitation No.		9B. Dated (See Item 11)		
		X	10A. Modification of Contract/Order No. CFOPD-19-A-051		10B. Dated (See Item 13) September 27, 2019	
			Code		Facility	
		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. Accounting and Appropriation Data (If Required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14						
X	A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 3601.2(c) – Contract Modifications					
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the DC Financial Responsibility and Management Assistance Authority.					
	C. This supplemental agreement is entered into pursuant to authority of:					
	D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return one copy to the issuing office.						
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)						
A. With Modification/Amendment No. 5, the Parties hereby incorporate the attached amendment to the Agreement.						
B. All other terms and conditions shall remain unchanged.						
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.						
15A. Name and Title of Signer (Type or print) J Matthew Dailey- Managing Director			16A. Name of Contracting Officer Drakus Wiggins, CPPB, CPPO			
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed 2/5/21	16B. District of Columbia  (Signature of Contracting Officer)	16C. Date Signed 02/05/2021			

October 27th 2020

District of Columbia Office of the Chief Financial Officer
1100 4th Street, SW, Suite E620
Washington, DC 20024

RE: Treasury Management System Cost Offset

Dear Grace:

This Amendment/Modification No. 5 to Agreement No. CFOPD-19-A-051 ("Agreement") is made as of the date of the last signature, by and between Goldman Sachs Asset Management, LP. ("GSAM") and the District of Columbia Office of the Chief Financial Officer ("Client"). GSAM and Client are each referred herein as a "Party" and together as "Parties." This Amendment/Modification No. 5 replaces Amendment No. 1 dated September 16, 2019.

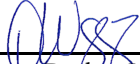
Each Party acknowledges that the Goldman Sachs Liquidity Solutions Portal ("Portal"), operated by Goldman Sachs & Co. LLC ("GS&Co."), benefits from increased investment through the Portal. In consideration of the Client's investment through the Portal, GSAM agrees to defray the cost to the Client of using a Treasury Workstation or a substantially similar module within an enterprise resource planning system (collectively, the "Interface System") to facilitate the Client's access to the Portal, subject to terms and conditions set forth herein.

In connection with the Client's use of an Interface System, GSAM agrees to make payments, out of its own resources, to the Client in an amount equal to the annual rate of **1.5 basis points (0.015%)** of the average daily net asset value of Shares held by the Client in funds through the Portal ("Payments"). Payments will be made on a **quarterly basis, in arrears**. Client acknowledges and agrees that Payment is conditioned on GSAM receiving the invoice (and such other information as may be reasonably requested by GSAM). In no event, however, shall the aggregate amount of Payments from GSAM for any 12-month period exceed the actual cost of the Client's use of the Interface System related to GSAM assets for that period.

Each Party acknowledges that the Payments would be made without regards to whether (or the extent to which) the Client selects a particular fund through the Portal. The Client acknowledges that neither GS&Co. nor GSAM is providing any investment advice or recommendations to the Client or acting in a fiduciary capacity in connection with the Client's decision regarding the funds in which to invest and whether to access that investment through the Portal. The Client agrees to keep confidential any information related to this Agreement or any information acquired as a result of this Agreement regarding the business and the affairs of GSAM or GS&Co. This Agreement may be amended by a written instrument executed by both parties and may be terminated by GSAM at any time on upon 30 days' written notice mailed or delivered to the Client at its address set forth above. This Agreement shall be governed by the laws of the District of Columbia without giving effect to conflicts of law principles and shall be binding upon and inure to the benefit of the parties hereto and their respective successors.


Very truly yours,

District of Columbia Office of the Chief Financial Officer

By: 
Name: Drakus Wiggins dated 02/05/21
Title: Contracting Officer

ACKNOWLEDGED AND AGREED:

GOLDMAN SACHS ASSET MANAGEMENT, L.P.

By: 
Name: J. Matthew Dailey
Title: Managing Director