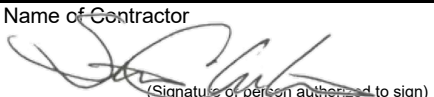



AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CFOPD-23-C-016		Page of Pages 1 1	
2. Amendment/Modification Number Modification 1		3. Effective Date See 16 C below		4. Requisition/Purchase Request No.	
				5. Solicitation Caption OPEB Outsourced Chief Investment Officer Services (OCIO)	
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E620 Washington, D.C. 20024 (202) 442-7012 (main)			7. Administered by (If other than line 6) Code		
8. Name and Address of Contractor (No. street, city, county, state and zip code) NEPC, LLC 255 State Street Boston, MA 02109 Attn: Steven Charlton, CFA, Partner Email: scharlton@nepc.com Phone: (617) 314-3151 Code Facility			9A. Amendment of Solicitation No.		
			9B. Dated (See Item 11)		
			10A. Modification of Contract/Order No. X CFOPD-23-C-016		
			10B. Dated (See Item 13) January 20, 2023		
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 Section 3601.2(c) and Section I.8 Changes of the Contract The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
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 or return any copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
A. The above referenced contract is hereby modified to add Attachment J.4 NEPC's Standard Contract Terms to Section J. to incorporate the provisions to the contract.					
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) Steven Charlton, Partner			16A. Name of Contracting Officer Drakus Wiggins, CPPB, CPPO		
15B. Name of Contractor  (Signature of person authorized to sign)		15C. Date Signed 1/24/2023	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 01/26/2023

**Contract No. CFOPD-23-C-016 Outsourced Investment Officer Services (OCIO)
Modification No. 1 – NEPC Standard Contract Terms**

Attachment J.4

Acknowledgments

The District acknowledges and agrees that:

- a. The Contractor has not made and cannot make any promise, guarantee or other statement or representation regarding the future investment performance of the Plan;
- b. The past performance of the accounts of other clients of the Contractor is not necessarily indicative of the future performance of the Plan;
- c. In the performance of its services under the Contract, the Contractor shall be entitled to rely on information furnished by third parties, it being understood that the Contractor shall have no liability for the accuracy or completeness of any information furnished or representation made by the third parties, provided Contractor conducted due diligence and evaluation of such third parties with reasonable care;
- d. To the extent permitted by applicable law, the Contractor will not be liable for any losses or expenses incurred as a result of any action or omission by a third-party investment manager, custodian or unrelated third party;
- e. With respect to funds-of-funds, if applicable, the Contractor's analysis will be conducted at the fund-of-funds level and will not generally include a direct review of underlying funds; and
- f. The Contractor's services do not include tax or regulatory advice, or the interpretation of legal documents.

Miscellaneous Terms

The Contractor shall be permitted to give advice and take action with respect to the Plan which differs from the advice made or recommended or actions taken with respect to such other accounts and clients even though the investment objectives may be the same or similar. The Contractor shall not be obligated to give the District treatment more favorable than or preferential to that provided to such other accounts and clients.

Nothing in this Agreement shall limit or restrict the Contractor or any of its shareholders, officers or employees from buying, selling, or trading in any securities for their own account or accounts, subject to Contractor's obligations as an SEC-registered entity and the restrictions set forth in the Contractor's Code of Ethics and Personal Trading Policy. The District and the Plan acknowledge that the Contractor and its shareholders, officers, affiliates and employees, and its other clients, may at any time have, acquire, increase, decrease, or dispose of positions in investments which are at the same time being acquired or disposed of for the Plan.

**Contract No. CFOPD-23-C-016 Outsourced Investment Officer Services (OCIO)
Modification No. 1 – NEPC Standard Contract Terms**

Electronic Signatures and Records

Both the Contractor and the District consent to the use of electronic signatures. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the basis that it is an electronic record or electronic signature or that it is not in its original form or is not an original.