

September 16, 2019

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 No. 1 to Agreement No. CFOPD-19-A-051 ("Agreement") is made as of the dated of the last signature, by and between Goldman Sachs Asset Management, L.P. ("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."

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's Interface System contractor 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 calendar year exceed the actual cost of the Client's use of the Interface System related to GSAM assets for that year.

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,

ACKNOWLEDGED AND AGREED:

District of Columbia Office of the Chief Financial Officer

By: 

Name: Drakas Wiggins

Title: Contracting Officer

Date: 9/27/19

GOLDMAN SACHS ASSET MANAGEMENT, L.P.

By: 

Name: J. Matthew Dailey

Title: Managing Director

Date: 9/16/19