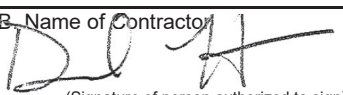
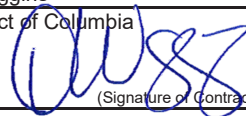


AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number CFOPD-21-C-013	Page of Pages 1 Attachment	
2. Amendment/Modification Number Modification No. 2	3. Effective Date See 16 C below	4. Requisition/Purchase Request No.	5. Solicitation Caption OPEB Outsourced Chief Investment Officer (OCIO) Services		
6. Issued by: Office of the Chief Financial Officer Office of Contracts 1100 4 th Street, S.W. Suite E610 Washington, D.C. 20024		Code	7. Administered by (If other than line 6)		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Aon Investments USA Inc. 200 East Randolph Street, Suite 700 Chicago, IL 60601 Attn: John Savage, Investment Solutions Director Email: john.savage@aon.com Tel.: +1 312 515 4903		Code	Facility	9A. Amendment of Solicitation No.	
				9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No. X CFOPD-21-C-013	
				10B. Dated (See Item 13) 01/27/21	
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					
	A. This change order is issued pursuant to (Specify Authority)				
X	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 section 1026, pursuant to the CFO Order 15-14.				
	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 _____ 1__ copies to the issuing office.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
A. Pursuant to the CFO order No 15-14 Section 1026, the purpose of this Contract Modification No. 2 is to delete Section B, Contract Type, Supplies, or Services and Price as per Attachment A attached to incorporate agreed amendments to Sections B.3.4, B.5(1), and B.5(3) and increase the estimated AUM to \$2.5B.					
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) David Testore, NA COO		16A. Name of Contracting Officer Drakus Wiggins			
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed 4/29/21	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 05/05/2021	

ATTACHMENT A

**SECTION B
CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE**

B.1 GENERAL INFORMATION

The District of Columbia Office of the Chief Financial Officer, Office of Contracts, on behalf of the Office Finance and Treasury (the "District") is awarding Outsourced Chief Investment Officer ("OCIO") services for the District of Columbia Other Post-Employment Benefits Fund ("OPEB", "Plan", or "Trust Fund").

- B.1.1 The rules under CFO Order Number 15-14, Benefit Plans shall govern this Contract. The services are exempt from: (i) District of Columbia Procurement Practices Reform Act of 2010, (D.C. Law 18-371; D.C. Official Code §§ 2-351.01, et seq. ("PPRA")); (ii) D.C. Council contract review provisions of Section 451 of the Home Rule Act ("D.C. Official Code § 1-204.51); and (iii) Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (the "CBE Act").

B.2 CONTRACT TYPE

- B.2.1 The District hereby awards a Requirements Contract.
- B.2.2 The District will purchase its requirements of the services included herein from the Contractor. The estimated quantity of \$2.5 billion assets under management (AUM) reflects the best estimates available. The estimate shall not be construed as a representation that the estimated AUM will be required or that conditions affecting requirements will be stable. The estimated AUM shall not be construed to limit the AUM which may be required of the Contractor by the District or to relieve the Contractor of its obligation to fill all such requirements under the Contract.

B.3 ALL-INCLUSIVE PRICING

- B.3.1 The stated Unit Price for each Contract Line Item Number (CLIN) shall be in the form of basis points (bps; i.e. 0.0X%), fixed, and inclusive of all the Contractor's direct cost, indirect cost, and profit; including travel, material, and delivery costs. The price shall include all cost associated with the services described in and required by the Contract. The price shall exclude investment manager fees and product fees.
- B.3.2 The Total Estimated Price shall represent the price ceiling, fixed fee, or not to exceed amount of the Contract and shall be based on the Unit Price times the Estimated Quantity.
- B.3.3 The Contractor's pricing herein shall apply for the duration of the Contract's Base Period and for the duration each of the Contract's Option Periods, if exercised, in accordance with Section F of the Contract.
- B.3.4 The Contractor's price shall be based on the unit price of CLIN 001 on the first \$500 million AUM and the unit price of CLIN 002 thereafter. The Contractor's price shall be determined

from the audited custody statements as of the end of each prior calendar quarter and calculated on a prorated quarterly basis. The Contractor’s price shall be invoiced to the District on a quarterly basis in arrears in accordance with Section G. The Contractor’s price shall include to implement fund to fund investments. The Contractor shall complete the document review, subscription documents, capital calls, reporting, accounting for the fund of fund itself as opposed to each direct fund investment.

B.4 PRICE SCHEDULE

B.4.1 Yearly Price Schedule

CLIN	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Estimated Price
001	OCIO Services Fee	\$500,000,000	AUM	9 bps (0.09%)	\$450,000.00
002	OCIO Services Fee	\$2,000,000,000	AUM	5 bps (0.05%)	\$1,000,000.00
Total Estimated Price					\$1,450,000.00

B.5 OPTIONAL ITEMS

- 1) The District may decide to exercise the option for purchasing Optional Items in the best interest of the District through a bilateral modification to the Contract. Transition to the optional private market investment fee schedule under this Section B.5 shall occur on the first of the month following the adoption of the Investment Policy Statement that incorporates private market investments.
- 2) The Contractor herein provides its Optional Items Price Schedule for services not included in the Section B.4, Price Schedule. The Contractor pricing for the Optional Items shall be for the Base Period and any option year exercised in the event Optional Items are exercised in an option period.
- 3) As an Optional Item, the District may decide to participate in direct private fund investments. The Contractor shall review each offering document and complete the third-party party subscription agreement. Additionally, the Contractor shall process each capital call and subsequent cash distributions. This includes receipt of capital call notices, letters of direction to fund capital calls, and, if a cash distribution, letters as needed for custodian to receive wire. Furthermore, the Contractor shall complete accounting and report for each direct fund investment. The Contractor’s price for the Optional Item shall be based on the unit price of CLIN 003 on the first \$500 million AUM and the unit price of CLIN 002 thereafter. The Contractor’s price shall be determined from the audited custody statements as of the end of each prior calendar quarter and calculated on a prorated quarterly basis. The Contractor’s price shall be invoiced to the District on a quarterly basis in arrears in accordance with Section G.

Contract No. CFOPD-21-C-013

Modification No. 2

1. Optional Item Price Schedule

CLIN	Description	Estimated Quantity	Unit of Measure	Unit Price	Total Estimated Price
003	OCIO Services Fee	\$500,000,000	AUM	11 bps (0.11%)	\$550,000.00
002	OCIO Services Fee	\$2,000,000,000	AUM	5 bps (0.05%)	\$1,000,000.00
Total Estimated Price					\$1,550,000.00