



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

**THIRD AMENDMENT TO THE PUBLIC FUND
MASTER CUSTODY AGREEMENT BETWEEN THE
JACKSONVILLE POLICE AND FIRE PENSION BOARD OF TRUSTEES
AND THE NORTHERN TRUST COMPANY**

THIS THIRD AMENDMENT TO THE PUBLIC FUND MASTER CUSTODY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **THE NORTHERN TRUST COMPANY**, with its principal offices located at 50 South LaSalle Street, Chicago, Illinois 60603, hereinafter referred to as **"NORTHERN"**.

THIS THIRD AMENDMENT TO THE PUBLIC FUND MASTER CUSTODY AGREEMENT, amends the **PUBLIC FUND MASTER CUSTODY AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE PUBLIC FUND MASTER CUSTODY AGREEMENT".

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to NORTHERN, and NORTHERN may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, NORTHERN shall, as promptly as practicable, but in no event later than sixty (60) days following such termination, deliver all materials, studies, reports and documents prepared by or for NORTHERN, the BOARD and relating to the assets then in the possession, control or custody of NORTHERN. NORTHERN shall also cooperate with the BOARD in order to effect

an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS THIRD AMENDMENT TO THE PUBLIC FUND MASTER CUSTODY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum “B”. All other terms and conditions of the **PUBLIC FUND MASTER CUSTODY AGREEMENT** remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment to the **PUBLIC FUND MASTER CUSTODY AGREEMENT** as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

THE NORTHERN TRUST COMPANY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT BETWEEN THE JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES AND EAGLE CAPITAL MANAGEMENT, LLC

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **EAGLE CAPITAL MANAGEMENT, LLC**, a corporation with its principal offices located at 499 Park Ave., Floor 17, New York, New York 10022, and hereinafter referred to as **"EQUITY INVESTMENT ADVISOR"**.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, amends the **EQUITY INVESTMENT ADVISORY AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE EQUITY INVESTMENT ADVISORY AGREEMENT".

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to INVESTMENT ADVISOR, and INVESTMENT ADVISOR may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, INVESTMENT ADVISOR shall, as promptly as practicable, but in no event later than sixty (60) days following such termination, deliver all

materials, studies, reports and documents prepared by or for EQUITY INVESTMENT ADVISOR, the BOARD and relating to the assets then in the possession, control or custody of EQUITY INVESTMENT ADVISOR. EQUITY INVESTMENT ADVISOR shall also cooperate with the BOARD in order to effect an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum "B". All other terms and conditions of the Equity Investment Advisory Agreement remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment to the Equity Investment Advisory Agreement as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

**EAGLE CAPITAL MANAGEMENT,
LLC**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT BETWEEN THE JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES AND HARVEST FUND ADVISORS, LLC

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **HARVEST FUND ADVISORS, LLC**, a Delaware limited liability company with its principal offices located at 100 W. Lancaster Avenue, 2nd Floor, Wayne, Pennsylvania 19087, and hereinafter referred to as **"EQUITY INVESTMENT ADVISOR"**.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, amends the **EQUITY INVESTMENT ADVISORY AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE EQUITY INVESTMENT ADVISORY AGREEMENT".

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to EQUITY INVESTMENT ADVISOR, and EQUITY INVESTMENT ADVISOR may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, EQUITY INVESTMENT ADVISOR shall, as promptly as practicable, but in no event later than sixty (60) days following

such termination, deliver all materials, studies, reports and documents prepared by or for EQUITY INVESTMENT ADVISOR, the BOARD and relating to the assets then in the possession, control or custody of EQUITY INVESTMENT ADVISOR. EQUITY INVESTMENT ADVISOR shall also cooperate with the BOARD in order to effect an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum "B". All other terms and conditions of the Equity Investment Advisory Agreement remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment to the Equity Investment Advisory Agreement as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

HARVEST FUND ADVISORS, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

**FOURTH AMENDMENT TO THE EAFE INDEX INVESTMENT
ADVISORY & CUSTODIAN AGREEMENT BETWEEN THE
JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF
TRUSTEES AND THE NORTHERN TRUST INVESTMENTS, INC.**

THIS FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **THE NORTHERN TRUST INVESTMENTS, INC. ("NTI")**, an Illinois bank with trust powers, with its principal offices located at 50 South LaSalle Street, Chicago, Illinois 60603, and hereinafter referred to as **"EAFE INDEX INVESTMENT ADVISORY & CUSTODIAN"**.

THIS FOURTH AMENDMENT TO THE EAFE INDEX INVESTMENT ADVISORY & CUSTODIAN AGREEMENT, amends the **EAFE INDEX INVESTMENT ADVISORY & CUSTODIAN AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE EAFE INDEX INVESTMENT ADVISORY & CUSTODIAN AGREEMENT.

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to EAFE Index Investment Advisory & Custodian, and EAFE Index Investment Advisory & Custodian may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, EAFE Index Investment Advisory & Custodian shall, as promptly as practicable, but in no event later than sixty (60) days

following such termination, deliver all materials, studies, reports and documents prepared by or for EAFE Index Investment Advisory & Custodian, the BOARD and relating to the assets then in the possession, control or custody of EAFE Index Investment Advisory & Custodian. EAFE Index Investment Advisory & Custodian shall also cooperate with the BOARD in order to effect an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum “B”. All other terms and conditions of the EAFE Index Investment Advisory & Custodian Agreement remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this FOURTH Amendment to the EAFE Index Investment Advisory & Custodian Agreement as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

**NORTHERN TRUST INVESTMENTS,
INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

**FOURTH AMENDMENT TO THE S&P 500 INDEX INVESTMENT
ADVISORY & CUSTODIAN AGREEMENT BETWEEN THE
JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF
TRUSTEES AND THE NORTHERN TRUST INVESTMENTS, INC.**

THIS FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **THE NORTHERN TRUST INVESTMENTS, INC. ("NTI")**, an Illinois bank with trust powers, with its principal offices located at 50 South LaSalle Street, Chicago, Illinois 60603, and hereinafter referred to as **"S&P 500 INDEX INVESTMENT ADVISORY & CUSTODIAN"**.

THIS FOURTH AMENDMENT TO THE S&P 500 INDEX INVESTMENT ADVISORY & CUSTODIAN AGREEMENT, amends the **S&P 500 INDEX INVESTMENT ADVISORY & CUSTODIAN AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE S&P 500 INDEX INVESTMENT ADVISORY & CUSTODIAN AGREEMENT.

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to S&P 500 Index Investment Advisory & Custodian, and S&P 500 Index Investment Advisory & Custodian may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, S&P 500 Index Investment Advisory & Custodian shall, as promptly as practicable, but in no event later than sixty

(60) days following such termination, deliver all materials, studies, reports and documents prepared by or for S&P 500 Index Investment Advisory & Custodian, the BOARD and relating to the assets then in the possession, control or custody of S&P 500 Index Investment Advisory & Custodian. S&P 500 Index Investment Advisory & Custodian shall also cooperate with the BOARD in order to effect an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum “B”. All other terms and conditions of the S&P 500 Index Investment Advisory & Custodian Agreement remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this **FOURTH** Amendment to the S&P 500 Index Investment Advisory & Custodian Agreement as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

**NORTHERN TRUST INVESTMENTS,
INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT BETWEEN THE JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES AND THE NORTHERN TRUST INVESTMENTS, INC. ("NTI")

THIS FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **THE NORTHERN TRUST INVESTMENTS, INC. ("NTI")**, an Illinois bank with trust powers, with its principal offices located at 50 South LaSalle Street, Chicago, Illinois 60603, and hereinafter referred to as **"AGGREGATE BOND INDEX INVESTMENT ADVISORY & CUSTODIAN"**.

THIS FOURTH AMENDMENT TO THE AGGREGATE BOND INDEX INVESTMENT ADVISORY & CUSTODIAN AGREEMENT, amends the **AGGREGATE BOND INDEX INVESTMENT ADVISORY & CUSTODIAN AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE AGGREGATE BOND INDEX INVESTMENT ADVISORY & CUSTODIAN AGREEMENT.

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to Aggregate Bond Index Investment Advisory & Custodian, and Aggregate Bond Index Investment Advisory & Custodian may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, Aggregate Bond Index Investment Advisory & Custodian shall, as promptly as practicable, but in

no event later than sixty (60) days following such termination, deliver all materials, studies, reports and documents prepared by or for Aggregate Bond Index Investment Advisory & Custodian, the BOARD and relating to the assets then in the possession, control or custody of Aggregate Bond Index Investment Advisory & Custodian. Aggregate Bond Index Investment Advisory & Custodian shall also cooperate with the BOARD in order to effect an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum “B”. All other terms and conditions of the Aggregate Bond Index Investment Advisory & Custodian Agreement remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this **FOURTH** Amendment to the Aggregate Bond Index Investment Advisory & Custodian Agreement as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

**NORTHERN TRUST INVESTMENTS,
INC.**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT BETWEEN THE JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES AND TORTOISE CAPITAL ADVISORS, LLC

THIS FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **TORTOISE CAPITAL ADVISORS, LLC**, a Delaware limited liability company with its principal offices located at 11550 Ash Street, Suite 300, Leawood, Kansas 66211, and hereinafter referred to as **"EQUITY INVESTMENT ADVISOR"**.

THIS FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, amends the **EQUITY INVESTMENT ADVISORY AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE EQUITY INVESTMENT ADVISORY AGREEMENT".

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to INVESTMENT ADVISOR, and INVESTMENT ADVISOR may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, INVESTMENT ADVISOR shall, as promptly as practicable, but in no event later than sixty (60) days following such termination, deliver all

materials, studies, reports and documents prepared by or for EQUITY INVESTMENT ADVISOR, the BOARD and relating to the assets then in the possession, control or custody of EQUITY INVESTMENT ADVISOR. EQUITY INVESTMENT ADVISOR shall also cooperate with the BOARD in order to effect an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS FOURTH AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum "B". All other terms and conditions of the Equity Investment Advisory Agreement remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this **FOURTH** Amendment to the Equity Investment Advisory Agreement as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

TORTOISE CAPITAL ADVISORS, LLC

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT BETWEEN THE JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES AND PINNACLE ASSOCIATES, LTD

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **PINNACLE ASSOCIATES, LTD**, a corporation with its principal offices located at 335 Madison Avenue, 11th Floor, New York, NY 10017, and hereinafter referred to as **"EQUITY INVESTMENT ADVISOR"**.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, amends the **EQUITY INVESTMENT ADVISORY AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE EQUITY INVESTMENT ADVISORY AGREEMENT".

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to INVESTMENT ADVISOR, and INVESTMENT ADVISOR may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, INVESTMENT ADVISOR shall, as promptly as practicable, but in no event later than sixty (60) days following such termination, deliver all

materials, studies, reports and documents prepared by or for EQUITY INVESTMENT ADVISOR, the BOARD and relating to the assets then in the possession, control or custody of EQUITY INVESTMENT ADVISOR. EQUITY INVESTMENT ADVISOR shall also cooperate with the BOARD in order to effect an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum "B". All other terms and conditions of the Equity Investment Advisory Agreement remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment to the Equity Investment Advisory Agreement as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

PINNACLE ASSOCIATES, LTD

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT BETWEEN THE JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES AND SAWGRASS ASSET MANAGEMENT, LLC

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **SAWGRASS ASSET MANAGEMENT, LLC**, a corporation with its principal offices located at 1579 The Greens Way, Suite 20, Jacksonville Beach, FL 32250, and hereinafter referred to as **"EQUITY INVESTMENT ADVISOR"**.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, amends the **EQUITY INVESTMENT ADVISORY AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE EQUITY INVESTMENT ADVISORY AGREEMENT".

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to INVESTMENT ADVISOR, and INVESTMENT ADVISOR may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, INVESTMENT ADVISOR shall, as promptly as practicable, but in no event later than sixty (60) days following such termination, deliver all

materials, studies, reports and documents prepared by or for EQUITY INVESTMENT ADVISOR, the BOARD and relating to the assets then in the possession, control or custody of EQUITY INVESTMENT ADVISOR. EQUITY INVESTMENT ADVISOR shall also cooperate with the BOARD in order to effect an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum "B". All other terms and conditions of the Equity Investment Advisory Agreement remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment to the Equity Investment Advisory Agreement as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

**SAWGRASS ASSET MANAGEMENT,
LLC**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator



Phone: (904) 255-7373
Fax: (904) 353-8837

POLICE AND FIRE PENSION FUND
ONE WEST ADAMS STREET, SUITE 100
JACKSONVILLE, FLORIDA 32202-3616

"We Serve. . .and We Protect"

THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT BETWEEN THE JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES AND THOMPSON, SIEGEL & WALMSLEY, LLC

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, is made and entered into this 1st day of October, 2018, by and between the **JACKSONVILLE POLICE AND FIRE PENSION FUND BOARD OF TRUSTEES**, a body politic and corporate, hereinafter referred to as the **"BOARD"** or the **"TRUSTEES"** and **THOMPSON, SIEGEL & WALMSLEY, LLC**, a limited liability company with its principal offices located at 6641 West Broad Street, Suite 600, Richmond, VA 23230, and hereinafter referred to as **"EQUITY INVESTMENT ADVISOR"**.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT, amends the **EQUITY INVESTMENT ADVISORY AGREEMENT** as follows:

"ADDS ADDENDUM "B" TO THE EQUITY INVESTMENT ADVISORY AGREEMENT".

ADDENDUM "B" TO THE AGREEMENT

This Agreement shall commence on the Effective Date and shall remain in effect until terminated by either party, as provided herein. The BOARD may terminate this Agreement at any time, with or without cause, upon written notice to INVESTMENT ADVISOR, and INVESTMENT ADVISOR may terminate this agreement upon thirty (30) days prior written notice to the BOARD, with or without cause. Upon termination, INVESTMENT ADVISOR shall, as promptly as practicable, but in no event later than sixty (60) days following such termination, deliver all

materials, studies, reports and documents prepared by or for EQUITY INVESTMENT ADVISOR, the BOARD and relating to the assets then in the possession, control or custody of EQUITY INVESTMENT ADVISOR. EQUITY INVESTMENT ADVISOR shall also cooperate with the BOARD in order to effect an orderly transition of its management responsibilities, including without limitation attending such post-termination meetings as the BOARD may reasonably request.

THIS THIRD AMENDMENT TO THE EQUITY INVESTMENT ADVISORY AGREEMENT shall commence on the day and year first above written and shall remain in full force and effect through the terms of the Addendum "B". All other terms and conditions of the Equity Investment Advisory Agreement remain in full force and effect.

Signature element on the following page.

IN WITNESS WHEREOF, the parties have duly executed this Third Amendment to the Equity Investment Advisory Agreement as of the day and year first above written.

**JACKSONVILLE POLICE AND FIRE
PENSION FUND BOARD OF
TRUSTEES**

Lt. Chris Brown, Chair

Willard Payne, Board Secretary

**FUND COUNSEL
APPROVAL AS TO FORM**

By: _____

Name: _____

**THOMPSON, SIEGEL & WALMSLEY,
LLC**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Attest to:

By: _____

Timothy H. Johnson
Executive Director – Plan Administrator