Index No.: BWC009
Contract No.: CSP901312
Eff. Date: 7/1/15

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 1

TO: LIMITED DISTRIBUTION - OHIO BUREAU OF WORKERS' COMPENSATION

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR INVESTMENT AND ACCOUNTING REPORTING SERVICES

Attached are pages 1 through 10 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

As a result of mutual agreement between the state of Ohio and the contractor, this amendment is issued to renew the subject contract an additional twenty-four (24) months , effective July 1, 2015 through June 30, 2017.

Mutually agreed-upon clarifications were added, the Cost Summary and Contractor's Contact were updated, the document was re-paginated and, the Summary of Amendment page was added.

All other prices, terms and conditions remain unchanged.

This Amendment, the Contract and any additional Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

Affected Contractor(s):

4184
The Bank of New York Mellon
BNY Mellon Asset Servicing
One BNY Mellon Center, Room 0410
Pittsburgh, PA 15258-0001
jeff.cusick@bnymellon.com

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: INVESTMENT AND ACCOUNTING REPORTING SERVICES

CONTRACT NUMBER: CSP901312

EFFECTIVE DATES: 01/26/12 TO 06/30/15
* Renewal through 06/30/17

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP901312 that opened on October 26, 2011. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Bureau of Workers' Compensation as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

http://www.ohio.gov/procure

*Indicates renewal effective 07/01/15.

Mutually Agreed to Clarifications

REPLACEMENT PERSONNEL, page 39. BNY Mellon believes that this requirement needs to be discussed and possibly modified. While BNY Mellon recognizes the need for continuity in providing services to the Bureau of Workers' Compensation, the current language removes BNY Mellon's flexibility to manage its personnel in seeking to provide the highest quality of services to BWC. The state agrees to flexibility on this requirement, with the modification that replacement personnel must be qualified for their positions and BWC has the right to request replacement personnel if they are not satisfied.

GENERAL TERMS AND CONDITIONS: PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION, pages 44 to 46.

Confidentiality. All non-public information relating to the business of the Bureau or the Vendor, Account Records, the Services or performance of this Agreement which is submitted or disclosed by one party to the other during the negotiation or term of this Agreement will be treated as confidential and safeguarded by the receiving party to the same extent that such party safeguards its own confidential and proprietary data, and each party will use reasonable measures and will supervise its personnel so as to prevent the disclosure of such confidential information to third persons or use of such confidential information except in connection with the Services provided under this Agreement, except as provided in this Agreement; provided, however, nothing contained herein shall prohibit disclosure of basic descriptions of the Services in connection with the Bureau or the Vendor marketing their respective services. This Section is subject to Dealings with Governmental Authorities (below) and shall not prevent or prohibit disclosure of any information required to be disclosed (i) to any Governmental Authority pursuant to any law, rule or regulation or pursuant to lawful subpoena or judicial order, and (ii) pursuant to Ohio's Public Records Act codified in Chapter 149 of the Ohio Revised Code and to the Bureau's open records law codified in Section 3309.22 of the Ohio Revised Code; provided, however, that before making such disclosure, unless prohibited by applicable law, rule or regulation or lawful subpoena or judicial order, the subject party shall tender to the other any opportunity, to be exercised at no cost or expense to the tendering party, to defend against such compulsory disclosure. This Section shall not prevent or prohibit the Vendor from disclosing any information required to be disclosed to the banking regulatory agencies or authorities or other Governmental Authorities or to its internal and external auditors. This Section shall survive termination of this Agreement.

Dealings with Governmental Authorities. The Vendor shall make any and all Books and Records and Relevant Employees available to all federal, state and local governmental and regulatory and supervisory authorities having jurisdiction over the performance and provision of the Services ("Governmental Authorities") as may be required by such Governmental Authorities pursuant to a law, subpoena or order and as may be requested by any Governmental Authorities on behalf of or with respect to the Bureau or any of its affiliates or any Account (as defined below) or as may be requested by the Bureau to be made available to such Governmental Authorities. To the extent legally permitted, the Vendor shall promptly notify the Bureau of any request by any Governmental Authorities for any such Books and Records and Relevant Employees (except when requested to do so by the Bureau). The Bureau shall cooperate, and shall cause each bank or other financial institution that is serving as Custodian (collectively, "Custodians") with respect to the accounts of the Bureau (the "Accounts") and the investment manager retained by the Bureau for each Account (collectively, the "Investment Managers") to cooperate, with the Vendor in complying with any notice, order, subpoena or request of any Governmental Authority. Nothing contained in the Confidentiality Section (above) shall require the Vendor to disclose any proprietary or confidential information of the Vendor or its other customers and clients.

GENERAL TERMS AND CONDITIONS: PART SEVEN: LAWS AND COURTS, page 52.

Ohio Ethics and Election Laws. Under this provision, a contractor must certify that it is currently in compliance will continue to adhere to the requirements of Ohio ethics laws and the contractor must affirm that all personnel and business associates are in compliance with Chapter 3517 of the O.R.C. and will remain in compliance for the duration of the contract. On both of these matters, BNY Mellon certifies, to the best of its knowledge, that it adheres to Ohio ethics laws and that its personnel and business associates are in compliance with O.R.C. Chapter 3517. BNY Mellon requires its personnel and business associates to remain in compliance throughout the duration of the contract.

* LIMITATION OF LIABILITY: Without limiting anything contained elsewhere in the Services Agreement, Contractor will not be liable to the Bureau for any Losses (as defined in the Services Agreement) incurred by the Contractor as a result of any act or omission in the course of or in connection with the Services (as defined in the Services Agreement) in the absence of fraud, gross negligence, bad faith or willful misconduct by Contractor.

*Indicates change 07/01/15.

*DATA SHARING: The Bureau understands that The Bank of New York Mellon Corporation is a global financial organization that provides services to clients through its affiliates and subsidiaries in multiple jurisdictions (the "BNY Mellon Group"). The BNY Mellon Group may centralize functions, including audit, accounting, risk, legal, compliance, sales, administration, product communication, relationship management, storage, compilation and analysis of customer-related data, and other functions (the "Centralized Functions") in one or more affiliates, subsidiaries and third-party service providers. Solely in connection with the Centralized Functions, (i) the Bureau consents to the disclosure of, and authorizes the Contractor to disclose, information regarding the Bureau and its accounts ("Customer-Related Data") to the BNY Mellon Group and to its third-party service providers who are subject to confidentiality obligations with respect to such information and (ii) Contractor may store the names and business addresses of the Bureau's employees on the systems or in the records of the BNY Mellon Group or its service providers. In addition, the BNY Mellon Group may aggregate Customer-Related Data with other data collected and/or calculated by the BNY Mellon Group, and the BNY Mellon Group will own all such aggregated data, provided that the BNY Mellon Group shall not distribute the aggregated data in a format that identifies Customer-Related Data with the Bureau. The Bureau is authorized to consent to the foregoing and confirms that the disclosure to and storage by the BNY Mellon Group of such information does not violate any relevant data protection legislation.

*SECURITY BREACH: The last paragraph on page 45 and the first paragraph on page 46 of the Request for Proposals (in Attachment Three: General Terms and Conditions, Part Three: Ownership & Handling of Intellectual Property & Confidential Information) is hereby deleted and replaced with the following:

> Contractor shall notify the Bureau promptly upon learning of a Security Incident and relevant facts as known at the time. As used herein, "Security Incident" means any known (i) privacy breach of non-public personal information of the Bureau's client data, ("Customer Information") that would require notification to affected individuals under applicable law or regulatory guideline; or (ii) loss of or unauthorized disclosure, alteration or destruction of the Bureau's account holdings or transaction information. Contractor will keep the Bureau informed as to the progress of its investigation and response. Representatives of both Contractor and Bureau shall meet within 5 business days of Contractor's notification to agree upon a resolution and remediation plan. If they cannot agree on a resolution, the matter shall be escalated to senior management for further discussion and review. In the event of a Security Incident, Contractor shall: (a) conduct a root cause analysis of the reasons for and circumstances of such Security Incident; and (b) use best efforts to implement measures designed to prevent a reoccurrence of Security Incidents of a similar nature.

*Indicates change 07/01/15.

COST SUMMARY FORM

Investment Accounting Services
CSP901312
OAKS ITEM NUMBER: 21079

UNSPSC CATEGORY CODE: 84111500, 84120000, 93151603

Description	Evaluation Amount	Cost	Extended Cost
Transaction Charges (cost per transaction over a 1 year contract)	16,000 transactions	$ 2.50	$40,000.00
Reporting Package (cost per account) Offeror shall list all reports offered in its Reporting Package.	40 accounts	$ 0.00	$ 0.00
Reconciliation related charges (cost per account).	40 accounts	$4,625.00	$185,000.00
Performance and Compliance related charges (cost per account)	40 accounts	$4,950.00	$198,000.00
Total Annual Cost			**$423,000.00**
Other charges not addressed above. Please give specific detail and associated charges. (NOT USED IN EVALUATION)		*$571,433.00	*$571,433.00
		GRAND TOTAL ANNUAL COST	***$994,433.00**

*The Evaluation Amounts given are an estimated usage for twelve months of the Contract (July 1 to June 30, yearly).

All costs must be in U.S. Dollars.
The State will not be responsible for any costs not identified.
There will be no additional reimbursement for travel or other related expenses.

*Indicates change 07/01/15.

Fee Schedule			
	Basis		
Administrative Fee	**Points**	**Assets**	**Charge**
Domestic			
US Assets Under Administration	0.20	$21,446,645,73	$428,933
Global			
Global Assets Under Administration	0.70	$0	
	Charge		
Transaction Fee	**Per Item**	**Items**	**Charge**
Domestic			
Domestic Trades (Automated Delivery)	$2.50	16,000	$40,000
Per Futures Transaction	$5.00		
Per Option Transaction	$20.00		
Per Swap Transaction	$25.00		
Global			
Global Trades (Automated Delivery)	$5.00		
Structural Charges			
Investment Pool Accounting			
Per US Separately Managed Account	$2,500.00	15	$37,500
Per Non-US Separately Managed Account	$4,000.00		
Per Commingled Fund	$1,500.00	18	$27,000
Per Hedge Fund/Real Estate/LP	$1,500.00		
Per Cash Portfolio	$500.00	7	$3,500
Reconciliation Charges			
Investment Pool Accounting			
Per Separately Managed Account	$5,000.00	25	$125,000
Per Commingled Fund	$4,000.00	15	$60,000
Per Hedge Fund/Real Estate/LP	$4,000.00		
Per Quarterly Hedge Fund/Real Estate/LP	$1,000.00		
Performance Measurement Fees (per account or consolidation)			
Monthly performance (sector/country level)	$1,000.00	22	$22,000
Monthly performance (sector/country level) per consolidation	$500.00	21	$10,500
Monthly performance per single line item	$250.00	18	$4,500
Monthly flash performance (incremental fee) per portfolio	$250.00	22	$5,500
Monthly flash performance (incremental) per consolidation	$250.00	21	$5,250
Monthly After Tax Performance (incremental fee)	$100.00	-	
Daily unaudited performance (Incremental fee)	$250.00	22	$5,500
Daily unaudited performance (Incremental fee) per consolidation	$250.00	21	$5,250

*Indicates change 07/01/15.

	Charge		
	Per Item	**Items**	**Charge**
Daily audited performance (Incremental fee)	$500.00		
Monthly Manger Return Comparison per portfolio	$250.00		
Monthly Non-lagged Performance			
1 -20 LPs and Hedge Funds	$5,000.00		
21 – 50	$10,000.00		
51- 100	$15,000.00		
101 - 150	$20,000.00		
> 150	Negotiated		
Custom benchmarks (each)	$250.00	6	$1,500
Global Analytics (per account or consolidation)			
Monthly Analytics	$750.00	22	$16,500
Daily Analytics	$300.00	22	$6,600
Daily Analytics Consolidation	$150.00	21	$3,150
Look Through Analytics - Monthly	$375.00	18	$6,750
Look Through Analytics - Daily	-		
Trade Cost Measurement	$250.00		
Monthly Analytics Consolidation	$375.00		
Performance Attribution (per account)			
U.S. Equity/Fixed Income	$1,500.00		
Non-U.S. Equity	$1,750.00		
Non-U.S. Fixed Income	$1,750.00		
Total Fund	$5,000.00		
Universe Comparison			
Universes	$30,000.00	1	$30,000
Custom Universe	$10,000.00		
Trust Universe Comparison Service (TUCS)*	$1,200.00		
Compliance Monitoring			
Compliance Monitoring– per account per year	**$3,250.00	46	**$149,500
Monitoring requires subscription to Monthly and/or Daily Analytics.			
* Not available for non-subscribers of the monthly Performance service (The $1,200 is a per account charge with a minimum subscription level of $12,500).			

**Indicates change 07/01/15.

	Charge		
	Per Item	**Items**	**Charge**
Private Equity Support			
Private i (fee based on Commitment level) *	TBD		
Data Management per LP - requires subscription to Private i 5.0	$500.00		
Capital Call Support (per LP)	$75.00		
Load fee per LP for Private i	$250.00		
PrivateInformant			
Fee per LP per Year: 1-50	$480.00		
51- 100	$460.00		
101-200	$440.00		
201-400	$400.00		
401- unlimited	$340.00		
One-time Set-up fee per LP	$100.00		
Fee to Load Historical information Per LP Per Year of Historical Data Collected	Please see Private Informant tiered schedule above for backfill		
Private Equity Look Through (using Private Informant)			
1- 50 LPs	$3,500.00		
51 -100 LPs	$5,000.00		
101 - 200 LPs	$7,500.00		
Over 200 LPs	$10,000.00		
* Fees for additional specialized services available upon request.			
Wilshire Services	TBD		
Investor Analytics	TBD		
OTC Derivative Pricing			
Fees to be determined depending on securities held & pricing frequency	TBD		
TOTAL			***$994,433**

*Indicates change 07/01/15.

SCOPE OF SERVICE

1. Settled cash availability and forecasting accessed via Workbench
2. Available cash is defined as prior day settled cash plus trade activity expected to settle that day, income expected to be paid, and corporate action proceeds expected that day
3. Weekly custom cash and asset reconciliations with custodian(s) per requirement of the Treasurer
4. Audited monthly accounting reports accessed via Workbench
5. Weekly Aged Reporting for Cash Variances (assets not included)
6. Daily settled cash reconciliation with Custodian(s)
7. Monthly asset reconciliation with Custodian(s)
    a. Transaction File to BWC
    b. Daily unaudited Performance and custom performance benchmarks
8. Monthly portfolio performance, (sector/country, Flash,)
    a. Daily and Monthly analytics and look through analytics
    b. Sector Level manger Attribution via Workbench
9. Daily Compliance Monitoring Outsourcing Service
10. Charts/Universe Comparison via Workbench
11. On-line access to portfolio data including transaction activity, cash, security positions, and performance data on a T+1 basis
12. Client Statement package uses standard BNYM template for fixed income or equity accounts, additional charges will apply for customized reporting requirements
13. Trades will be posted on trade date if received from Investment mangers(s) by agreed upon deadline.
14. Trades will be communicated to BNY Mellon on, or before, trade date in a mutually agreed upon electronic format.

NOTES

BNY Mellon will pass through to the client any out-of-pocket expenses including, but not limited to, postage, courier expense, custom reporting or custom programming, internal/external tax, legal or consulting costs and 1099 Cost Basis Reporting.

If a report or data feed requires custom program development, an applicable fee of $250 per development hour will be assessed

This fee is indicative and does not reflect actual transactions or asset levels. Estimates are provided as a guide, actual transactions and asset levels will be detailed on billing invoices.

BNY Mellon reserves the right to amend their fees if the service requirements change in a way that materially affects their responsibilities or costs. Support of other derivative investment strategies or special processing requirements may result in additional fees.

A payment of one-twelfth 1/12th of the annualized fees calculated using actual transaction volumes and market values for the preceding month shall be paid on a monthly basis, and the Bureau shall pay such designated amount of the fees to the vendor within thirty (30) days after receipt by the Bureau of an invoice. The Bureau shall use its best efforts to pay the Contractor within thirty (30) days upon receipt of Contractor's properly submitted invoice. Failure to pay the Contractor promptly within thirty (30) days entitles the Contractor only to interest on the amount due and payable at the rate allowed by law in accordance with the provisions of Ohio Revised Code Section 126.30. Failure to promptly pay within thirty (30) days shall not be deemed to constitute default on the part of the Bureau.

Please note that the definition of fee/compensation does not include revenue earned by BNY Mellon from foreign exchange transactions entered into by you or your investment manager. When the bank enters into a foreign exchange transaction with the plan, it is acting as a principal counterparty in the transaction and is either buying or selling currency for its own account. It is not providing a service to the plan.

Subscription to BNY Mellon's premium Private Investment Services (Data Management, Capital Call Management, Private i software, Private Informant, Private Front office, Private Archivist and PrivateiQ) have separate fees and certain one-time charges may apply. Examples include, but are not limited to, loading of history on Private i and set-up on Private Informant.

BNY Mellon has adopted an incentive compensation program designed (i) to facilitate clients gaining access to and being provided with explanations about the full range of products and services offered by BNY Mellon and its subsidiaries and (ii) to expand and develop client relationships. This program may lead to the payment of referral fees and/or bonuses to employees of BNY Mellon or its subsidiaries who may have been involved in a referral that resulted in the obtaining of products or services by Client covered by the Agreement to which this Fee Schedule relates or which may be ancillary or supplemental to such products or services. Any such referral fees or bonuses are funded solely out of fees and commissions paid with respect to all such services or products.

This fee schedule is guaranteed for 3 years.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

*BID CONTRACT NO.: CSP901312-1

4184
The Bank of New York Mellon
BNY Mellon Asset Servicing
One BNY Mellon Center, Room 0410
Pittsburgh, PA 15258-0001

TERMS: Net 60

*CONTRACTOR'S CONTACT:

Jeff Cusick
The Bank of New York Mellon
BNY Mellon Asset Servicing
One BNY Mellon Center, Room 0410
Pittsburgh, PA 15258-0001

Office: (412) 234-2382
E-Mail: jeff.cusick@bnymellon.com

*Indicates change 07/01/15.

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	07/01/15	To renew contract for an additional twenty-four (24) months, effective July 1, 2015 through June 30, 2017, add mutually agreed-upon clarifications, update the Cost Summary, update the Contractor's Contact, re-paginate the document and add the Summary of Amendments page.