

**AMENDMENT TO  
RETIREMENT PLAN INVESTMENT ADVISORY AGREEMENT**

This amendment is between Orlando/Orange County Convention & Visitors Bureau, Inc. (“Client”) and Resources investment Advisors, Inc. (“RIA”). Client and RIA have entered into a Retirement Plan Investment Advisory Agreement with an effective date of March 4, 2015 (“Agreement”) and pursuant to Section 6.b. of the Agreement, RIA and Client hereby agree to amend the Agreement, effective as of July 1, 2019, as follows:

**SCHEDULE B FEE SCHEDULE**, Sections 1 and 2 are hereby deleted entirely and replaced with the following:

1. **Advisory Fee.** In exchange for its provision of the Services designated on Schedule A, the parties agree RIA shall be entitled to an advisory fee equal to:

Service Type	Fee Type	Fee Amount	Frequency	Paid By
<input type="checkbox"/> <b>Ongoing Services</b> (applicable to all Services except those designated as a Project-Based Service, below.)	<input type="checkbox"/> Percent of Plan Assets (1) <input checked="" type="checkbox"/> Flat Fee <input type="checkbox"/> Tiered Schedule (1)(2) <input type="checkbox"/> Other	\$30,000	<input type="checkbox"/> Annually <input type="checkbox"/> In Advance <input checked="" type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Arrears <input type="checkbox"/> Monthly <input type="checkbox"/> One Time Fee	<input checked="" type="checkbox"/> Client <input type="checkbox"/> Custodian (from plan assets)
<input type="checkbox"/> <b>Project-Based Service</b>	<input type="checkbox"/> Flat Fee <input type="checkbox"/> Other		<input type="checkbox"/> Annually <input type="checkbox"/> In Advance <input type="checkbox"/> Quarterly <input type="checkbox"/> Arrears <input type="checkbox"/> Monthly <input type="checkbox"/> One Time Fee	<input type="checkbox"/> Client <input type="checkbox"/> Custodian (from plan assets)
<input type="checkbox"/> <b>Project- Based Service</b>	<input type="checkbox"/> Flat Fee <input type="checkbox"/> Other		<input type="checkbox"/> Annually <input type="checkbox"/> In Advance <input type="checkbox"/> Quarterly <input type="checkbox"/> Arrears <input type="checkbox"/> Monthly <input type="checkbox"/> One Time Fee	<input type="checkbox"/> Client <input type="checkbox"/> Custodian (from plan assets)

- (1) The value of total assets within the Plan or the participant’s account will be as documented by the Plan’s custodian as of the date that corresponds to the “Frequency” column listed above for that payment period. Client understands and agrees that, if the advisory fee is charged as a percentage of Plan or participant assets, the percentage is applicable to the Plan assets for that payment period, divided by the applicable ratio for a 12-month period. For example, if the payment period is “Quarterly,” the advisory fee for each complete payment period will be calculated as:

$$(\text{Plan assets} \times \text{applicable percentage}) / 4$$

- (0) **Tiered fee for service** based upon the following percentage of the total assets within the Plan:

Value of Plan Assets	Fee
\$0 - \$	bps
\$ - \$	bps
\$ - \$	bps
\$ - \$	bps

2. **Additional Fees.** Client and/or the participants in the Plan may incur certain charges imposed by third parties in addition to the advisory fees described herein. Such charges include, but are not limited to, custodial fees; brokerage commissions; transaction fees; charges imposed directly by a mutual fund, index fund, or exchange traded fund selected as an investment; wire transfer fees; and other fees and taxes on brokerage accounts and securities transactions.

All remaining terms and conditions remain unchanged.

By their signatures below, each party signifies its approval of this amendment. All remaining terms and conditions of the Agreement remain unchanged.

**For Client:**

Signature of Responsible Plan Fiduciary or Trustee:  \_\_\_\_\_

Printed Name: LARRY HEWITTS \_\_\_\_\_

Date: 5/20/19 \_\_\_\_\_

Signature of Responsible Plan Fiduciary or Trustee: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

**For RIA:**

Signature of Investment Advisor Representative:  \_\_\_\_\_

Printed Name: JASON K. CHERTMAN \_\_\_\_\_

Date: 5/20/19 \_\_\_\_\_