

## **Amendment #2 To Investment Management Agreement**

WHEREAS, Oklahoma City Employee Retirement System (the "Client") and EARNEST Partners, LLC ("EARNEST") are parties to an Investment Management Agreement dated May 1, 2003, (as amended under Amendment #1 to Investment management Agreement, dated June 30, 2010, the "Agreement") whereby the Client retained EARNEST to manage an account (the "Account") as a domestic small cap value equity portfolio; and

WHEREAS, the Client and EARNEST desire to amend the Agreement to amend the fee schedule as described below.

NOW, THEREFORE, for good and valuable consideration, the Client and EARNEST hereby agree as follows:

1. This Amendment #2 to the Agreement will commence on April 1, 2024 (the "Commencement Date") and shall remain in effect until terminated as provided in the Agreement.
2. EXHIBIT B, "COMPENSATION", of the Agreement shall be amended by replacing the "Small-Mid Cap Value Fee Schedule" included therein with the following:

"Small-Mid Cap Value Fee Schedule"

First \$10,000,000: 1.0%

Thereafter: 0.60%

3. All other terms of the Agreement remain in full force and effect. In the event of any inconsistencies between the terms of this Amendment #2 and the Agreement, the terms of this Amendment #2 shall control.

[Remainder of the page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #2 to the Agreement to be duly executed effective as of the Commencement Date.

OKLAHOMA CITY EMPLOYEE RETIREMENT SYSTEM

By: Paul Bronson  
Name: Paul Bronson  
Title Chairman

EARNEST PARTNERS, LLC

By: Fiege  
Name: Carsten Fiege  
Title COO