

INVESTMENT MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of the 29th day of August, 2018 between Lord, Abbett & Co. LLC, a limited liability company organized under the laws of Delaware (the "Adviser"), and Kentucky Retirement Systems, a government pension plan organized under the laws of the Commonwealth of Kentucky, and Kentucky Retirement Systems Insurance Trust Fund, a government pension plan organized under the laws of the Commonwealth of Kentucky (each, a "Client"). The parties agree that this Agreement shall constitute a separate agreement between the Adviser and each Client severally and not jointly. All references to the Account and this Agreement shall be interpreted to refer to the Account and the Agreement applicable to each Client separately.

1. Appointment of Investment Adviser; Acceptance of Appointment; Prudent Person.

Subject to the terms and conditions of the Agreement, the Client hereby appoints the Adviser as an investment adviser to the Account (as defined in Section 4) for the purpose of selecting and placing transactions which are in compliance with the Account's Investment Guidelines (as defined in Section 2) and the Adviser hereby accepts such appointment pursuant to the terms of the Agreement. Adviser shall discharge its duties under the Agreement solely in the interest of the Client with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent investment manager acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims. In addition, Adviser will act as a "fiduciary" of the Client, as that term is defined the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), with respect to the investment and management of the assets in the Account.

2. Discretion; Management of Account and Powers of Adviser. (a) The Adviser is

hereby authorized to supervise and direct the investment and reinvestment of assets in the Account, with full authority and at its discretion (without reference to the Client), on the Client's behalf and at the Client's risk, subject to (i) the written investment restrictions and guidelines attached hereto as Appendix A (the "Investment Guidelines"), (ii) the terms of the Agreement, and (iii) the Statement of Investment Policy and Procedures (the "Investment Policy") as issued by the Client. An investment's compliance with the Investment Guidelines and the Investment Policy shall be determined on the date of purchase only, based upon the price and characteristics of the investment on the date of purchase compared to the value and characteristics of the Account as of the most recent valuation date; the Investment Guidelines and the Investment Policy shall not be deemed breached as a result of changes in value or status of an investment following purchase. Notwithstanding anything to the contrary contained herein, in the event that the terms of the Investment Guidelines conflict with the Investment Policy, the terms of the Investment Policy shall control. The Adviser's authority and discretion hereunder shall include, without limitation, the power to buy, sell, retain and exchange investments and effect transactions; and other powers as the Adviser deems appropriate in relation to investing and executing transactions for the Account. The Client hereby authorizes the Adviser to open accounts and enter into and execute trading agreements and other documents, and representation letters in the name of, binding against and on behalf of the Client for all purposes necessary or desirable in the Adviser's view to effectuate the Adviser's activities under this Agreement. Subject to the terms and conditions of this Agreement, the Adviser may direct the Custodian (as defined in Section 5) to pledge or deposit assets of the Account with one or more brokers, futures commission merchants, exchanges or counterparties in connection with and in satisfaction of applicable exchange-related margin requirements and other related payments required by the terms of such trading and other agreements between the Client and such brokers, futures commission merchants, exchanges or counterparties. In addition, the

Adviser shall provide reasonable assistance to the Custodian in connection with any claims that the Custodian elects to pursue on behalf of the Client (e.g.; in connection with bankruptcy of an issuer). The Adviser will seek to obtain "best execution" with respect to all Account transactions.

(b) The Client may from time to time amend the Investment Guidelines and the Investment Policy. The Adviser will not be bound to follow any amendment to the Investment Guidelines or the Investment Policy, however, until it has received actual written notice of the amendment from the Client and provided written acknowledgment of receipt.

(c) *Performance Objectives.* The Adviser acknowledges that the Client has established performance objectives for the assets in the Account, as set forth in Appendix E (the "Performance Objectives"), as the same may be amended from time to time by the Client in writing, and the failure to consistently meet such performance standards may result in the termination of this Agreement. The Adviser hereby acknowledges that it has reviewed and is familiar with the Performance Objectives. The Client may amend the Performance Objectives by providing written notice of same to the Adviser.

(d) *Adviser Not Acting as Principals.* The Adviser shall not act as a principal in sales and/or purchases of assets, unless the Adviser shall receive prior written approval from an Authorized Person (defined below) for such transaction. The Adviser shall also not engage in prohibited transactions to the extent set forth in section 406(b) of ERISA unless the prohibited transaction meets the conditions of one or more prohibited transaction exemptions.

(e) *Discretionary Rights and Powers Affecting the Assets.* The Adviser may receive information from the Custodian concerning the assets held in the Account, including without limitation, conversion rights, subscription rights, warrants, options, pendency of calls, maturities of securities, expirations of rights, tender and exchange offers, and any other right or power requiring a discretionary decision by the Adviser. The Adviser shall be responsible for timely directing the Custodian as to the exercise of such rights and/or powers where the Adviser has actual knowledge of same, whether by written notice or otherwise.

(f) *Acting on Illegal Information.* The Adviser shall not place orders to purchase or sell any assets on the basis of any material information obtained, or utilized, by the Adviser in violation of the securities laws of the United States, or any other country in which the Adviser transacts business on the Client's behalf.

3. Portfolio Transactions. (a) The Adviser will place orders for the execution of transactions for the Account in accordance with the policies and practices described in Part 2 of the Adviser's Form ADV as may be amended from time to time.

(b) The Client authorizes the Adviser, at the Adviser's discretion, to combine or aggregate ("batch") orders for the Account with orders of other clients and to allocate the aggregate amount of the investment among accounts (including accounts in which the Adviser, its affiliates and/or their personnel have beneficial interests) in the manner in which the Adviser shall determine appropriate. The Adviser's current policies and practices with regard to batching of orders are described in Part 2A of the Adviser's Form ADV as may be amended from time to time.

(c) The Adviser may cause the Client to enter into short-term borrowings to facilitate execution and settlement of transactions in the Account.

(d) *Bank loan provisions.* Client acknowledges that the Adviser will be investing in bank loans in the Account. Client hereby authorizes the Adviser, as its agent and attorney-in-fact, to execute on behalf of the Client such bank loan agreements, schedules, transfer documents, representation letters, and other documents as are necessary or desirable in the Adviser's view to effectuate such investments ("Loan Documentation"). Client acknowledges that such Loan Documentation may contain representations, warranties, indemnities and covenants, including covenants regarding confidentiality and covenants to provide information regarding the Client. Client agrees and agrees to instruct the Custodian to provide such assistance and information as the Adviser may reasonably request in connection with such Loan Documentation. Client acknowledges that bank loans may be subject to material limitations on transfer or other liquidity limitations, and that settlement of bank loan transfers may occur over a substantially longer period than would be the case for other types of investments. In certain circumstances, penalties or compensation may be assessed by a counterparty in the event settlement of a loan transaction takes longer than otherwise permitted. In such event, the Adviser will not be liable for such amounts. The Account may be invested in bank loans with borrowers domiciled outside of the United States, and Client acknowledges that it will be responsible for any tax consequences associated with such investments. Investments in bank loans may be effected in such manner, including via assignment or participation, as may be determined in the Adviser's discretion.

(e) *Trading Procedures.* All transactions authorized by this Agreement shall be settled through the Custodian, who shall retain sole possession of and have complete custodial responsibility for the assets. The Adviser shall notify and instruct the Custodian on (i) orders that the Adviser places for the sale or purchase of assets and the management or disposition of such assets, and (ii) the purchase or acquisition of other securities or property for the Account. The Adviser shall provide the Custodian with such trade information as the Custodian may require to effect settlement, within the time frames as the Custodian may designate. In its sole discretion, the Client may (by giving notice to either the Adviser or the Custodian) amend, limit, or revoke the Adviser's above-described authority to direct the Custodian.

(f) *Trade Confirmation and Settlement.* Where a transaction is eligible for settlement through the Depository Trust Company's Institutional Delivery System, the Adviser shall use such system for trade confirmation and settlement. The Adviser shall cooperate with the Custodian and other parties to the trade to promptly resolve any trade settlement disputes or discrepancies.

4. Account. The "Account" shall initially consist of the cash and other assets of the Client listed in the schedule of assets separately furnished in writing to the Adviser by the Client or otherwise delivered by the Client to its Custodian (as hereinafter defined) and notified to the Adviser for management hereunder, plus all investments, reinvestments and proceeds of the sale thereof, including, without limitation, all interest, dividends and appreciation on investments, less depreciation thereof and withdrawals therefrom. Cash and other assets will be deemed part of the Account and the Client shall be responsible for all transactions effected on the basis of such assumption, beginning before immediately available funds (in the case of cash) and Client ownership (in the case of securities) are received by the Custodian in its account for the Client. The Client shall give reasonable written notice to the Adviser of additions to, or withdrawals from, the Account. The Adviser shall cooperate with the Custodian to reconcile the Account each month. The Adviser shall review all performance and other reports provided to it by the Custodian with respect to the Account assets, and notify the Client in writing of any material errors or discrepancies that are not satisfactorily explained by the Custodian in the Adviser's reasonable judgment. The Client may withdraw from and decrease the Account assets in its sole discretion, with five (5) business days' prior written notice to the Adviser. Any such notice shall set forth the

amount of any such withdrawal or identify the investment assets and amount of cash to be withdrawn, the date as of which such withdrawal shall be effective and such other information that the Client deems necessary or appropriate. On and after the effective date of such withdrawal and decrease and except as may otherwise be set forth in such notice, the Adviser shall cease to be responsible for future investment of the assets and/or cash withdrawn.

5. Custody. The cash and assets of the Account shall be held by a custodian (the "Custodian") appointed by the Client pursuant to a separate custody agreement or by the Client itself. Title to the Account and all assets of the Account shall at all times be registered in the name of the Client or the custodian or its nominee for the account of the Client, and the indicia of ownership of all of the Account's assets shall at all times be maintained in trust by the Custodian. The Adviser shall at no time have custody or physical control of the assets and cash in the Account, nor shall the Adviser have the securities making up the Account registered in its own name or that of its nominee, nor shall the Adviser in any manner acquire or become possessed of any income or proceeds distributable by reason of selling, holding, or controlling the Account. The Adviser shall not be liable for any act or omission of the Custodian. The Client shall instruct the Custodian to act, within the limits of the Adviser's authority hereunder, in accordance with instructions from the Adviser and, if applicable, shall deposit security within the limits provided hereunder as directed by the Adviser. The Client shall instruct the Custodian to provide the Adviser with such periodic reports concerning the status of the Account as the Adviser may reasonably request from time to time. The Client will not change the Custodian without giving the Adviser reasonable prior written notice of its intention to do so together with the name and other relevant information with respect to the new Custodian.

6. Brokerage. In selecting brokers or dealers, the Adviser shall use reasonable efforts to seek best execution, and may consider the fact that a broker or dealer has furnished, or has agreed to furnish in the future, statistical, research or other information or services which generally enhance the Adviser's investment research and portfolio management capability for investing the assets. If the Adviser accepts or receives such information or services from a broker or dealer, then the Adviser shall report to the Client in accordance with Section 13.

Notwithstanding the foregoing, the Adviser shall not place orders with any broker/dealer who: (a) the Client has, by written notice to the Adviser, deemed unsuitable for Account trades (of whom there are none at the time of execution of this Agreement), (b) is affiliated with the Adviser or (c) the Client has, by written notice to the Adviser, identified as affiliated with an investment consultant that provides non-brokerage related services to the Client. The Adviser agrees to be bound by any changes to such broker/dealer list upon receipt of written notice from the Client. In addition, the Adviser shall not engage in transactions that involve a broker acting as a principal where the broker is an affiliate of the Adviser, without the Client's advance written consent.

7. Representations and Warranties of the Adviser. The Adviser hereby represents and warrants to and agrees with the Client that:

(a) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby are within the power of the Adviser and have been duly authorized by all necessary corporate action. The Adviser has duly executed and delivered this Agreement, and this Agreement constitutes the legal, valid and binding agreement and obligation of the Adviser, enforceable against the Adviser in accordance with its terms, except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar limitations on creditors' rights generally and general principles of equity;

(b) The Adviser is registered under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), as an "investment adviser" and therefore eligible to act as an investment manager under ERISA, is registered in or is exempt from registration in accordance with applicable state laws and is not subject to any disqualifications set forth in Section 411 of ERISA;

(c) The Adviser is duly organized, validly existing, and in good standing under the laws of the state of its organization and has complete authority to carry out business as it has been conducted;

(d) Neither the execution and delivery of this Agreement nor the consummation of the transactions provided herein will violate any agreement to which the Adviser is a party or by which it is bound, any law, regulation or order binding on the Adviser, or any provision of the charter documents of the Adviser;

(e) The Adviser has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents, or examinations required by any government or governmental authority for acts as contemplated by this Agreement;

(f) The Adviser will maintain the following insurance coverage for the duration of the Agreement [REDACTED]. Proof of the existence of such policies shall be provided to the Client annually with the Compliance Certificate in Appendix G:

(I) A fidelity bond in the minimum amount of [REDACTED] with a maximum deductible of [REDACTED]. The bond shall cover at a minimum, losses due to dishonest or fraudulent acts or omissions by the Adviser; and

(II) An errors and omissions policy in the minimum amount of [REDACTED] with a maximum deductible of [REDACTED]. The policy shall cover, at a minimum, losses caused by errors, omissions, or negligent acts of the Adviser;

(g) The Adviser will immediately notify the Client by telephone (at the telephone number set forth below), upon the receipt of information indicating possible risks of seizure, loss, or loss of use of Account assets. Such telephonic notice shall be followed by written notice to the Client within twenty-four (24) hours;

(h) The Adviser has disclosed to the Client directly, any litigation pending against the Adviser, and will notify the Client of all future actions against the Adviser that could impact Adviser's reputation or ability to perform its duties as an investment adviser to the Account. It also has, and will in the future, promptly disclose to the Client directly, any pending or future investigation of the Adviser by the SEC or any other regulatory authority that could impact Adviser's reputation or ability to perform its duties as an investment adviser to the Account to the extent such disclosure is permissible under applicable law;

(i) The Adviser will promptly notify the Client in writing in the event of any of these representations and warranties is no longer true and accurate;

(j) The Adviser will make or cooperate with the Client to make all required filings with all applicable regulatory agencies within all prescribed deadlines on behalf of its investments of the assets in the Account; and

(k) The Adviser shall annually file with the Client a compliance certificate, executed by a responsible officer of the Adviser's firm, in the form attached hereto as Appendix G, within thirty (30) days after each June 30.

8. Placement Agents. The Adviser agrees that it will remain in compliance with the Client's Statement of Disclosure and Placement Agent Policy, which is attached hereto as Appendix F. The Adviser represents that the "Statement of Disclosure and Placement Agents - Manager Questionnaire" that it executed on June 26, 2018, remains accurate, and agrees to provide an updated form of "Statement of Disclosure and Placement Agents - Manager Questionnaire" as of the execution of this Agreement.

In addition, the Adviser represents and warrants that:

(a) No fees, bonuses, compensation, gratuities including placement fees and finder's fees, have been promised or provided by or on behalf of the Adviser or any of its agents or affiliates to any placement agent, finder or other person or entity (other than the Adviser's bona fide employees) in connection with the Client's investments, or which could be charged to the client directly or indirectly. (A bona fide employee of the Adviser is an employee who has responsibilities materially broader than those related to the Client, and whose employment is anticipated to be long-term.)

(b) To the knowledge of senior management of the Adviser (Managing Member, Chief Financial Officer, Chief Investment Officer, and Head of U.S. Institutional), none of (i) the Adviser, (ii) any placement agent, solicitor, broker-dealer or other agent engaged by the Adviser in connection with the solicitation of business from the Client, or (iii) any other affiliate of the Adviser, has a commercial, investment, or business or other similar relationship with a Covered Person (as defined below), or has engaged in any financial or other transaction with a Covered Person. "Covered Person" means: (i) any Enumerated Person (as defined below), (ii) any immediate family member of an Enumerated Person (i.e., a spouse, parent, child or sibling), and (iii) any affiliate of any of the foregoing known to the Adviser. "Enumerated Person" means (i) any member of the Client's Board of Trustees, and (ii) any person which is a trustee, staff member, or employee of the Client.

(c) Neither the Adviser nor any affiliate or agent of the Adviser, has offered, promised, or provided, directly or indirectly, anything of substantial economic value to any Covered Person in connection with the Client's investments. Items of substantial economic value include (by way of example, but not by way of limitation) any economic opportunity, future employment, gift, loan, gratuity, campaign contribution, finder's fee, placement fee, discount, trip, favor, or service.

(d) Neither the Adviser nor any of its affiliates has been convicted of bribery or attempting to bribe an officer or employee of the Commonwealth of Kentucky, nor have any of them made an admission of guilt of such conduct.

(e) The term "in connection with the Client's investments," as used in this section, includes (i) obtaining an introduction to the Client or any of the Client's officers or employees, and (ii) obtaining a favorable recommendation with respect to the Client's investments. The term "agents," as used in this section, includes anyone who is acting at the behest of any of the persons identified above. An "affiliate" of, or a person "affiliated" with, a specified person, is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.

(f) The Adviser agrees to provide the Client notice within 5 business days if it becomes aware that any of the provisions in this section are not true and accurate, either on the date on which made or on any subsequent date.

9. Representations and Warranties: Certain Agreements of the Client. (a) The Client hereby represents and warrants to and agrees with the Adviser that: (i) the Client is the sole beneficial owner of all assets in the Account, and that no restrictions exist on the transfer, sale or other disposition of any of those assets and no option, lien, charge, security or encumbrance exists or will, due to any act or omission of the Client, exist over any of the said assets; (ii) this Agreement has been duly authorized, executed and delivered by the Client and constitutes the Client's legal, valid and binding obligation; (iii) without limitation, all transactions in securities and other instruments and obligations of any kind relating thereto authorized by the Client in the Investment Guidelines or in any Client direction (collectively, "Transactions") are within the Client's power, are duly authorized by the Client and, when duly entered into with a counterparty, will be the legal, valid and binding obligations of the Client; (iv) the Client is not an officer, director or controlling person of any corporation whose securities fall within the Investment Guidelines except as may be set forth in writing by the Client to the Adviser as an addendum hereto; (v) to the Client's actual knowledge, the types of transactions and agreements which it is expected the Adviser will enter into on behalf of the Client with a counterparty pursuant to this Agreement will not violate the constituent documents of, or any law, rule, regulation, order or judgment binding on, the Client, or any contractual restriction binding on or affecting the Client or its properties; (vi) no governmental or other notice or consent is required in connection with the execution, delivery or performance of this Agreement by the Client or of any agreements governing or relating to Transactions, and no proceedings are pending or, to the best of Client's knowledge, threatened against the Client that would materially and adversely affect the ability of the Client to perform its obligations under any Transaction; (vii) the Client shall have full responsibility for payment of all taxes, if any, due on capital or income held or collected for the Account; (viii) the Client will not purchase or sell securities for or in the Account or authorize anyone other than the Adviser to purchase or sell securities for or in the Account without providing the Adviser with prior notice; (ix) the Client is not required to be registered as an investment company under the Investment Company Act of 1940, as amended; ; (x) the Client has independently examined and understands the tax, legal and accounting consequences related to the Account and the transactions permitted under the Investment Guidelines; and (xi) the Client is a "Qualified Eligible Person" as defined in CFTC Rule 4.7.

(b) *ERISA Provisions.* For Transactions entered into by the Adviser on the Account's behalf, the Adviser intends to rely on Prohibited Transaction Class Exemption 84-14, as amended (the "QPAM Exemption"), or another applicable exemption, for exemptive relief from the prohibitions of Section 406(a)(1)(A)-(D) of ERISA, and Section 4975(c)(1)(A)-(D) of the Internal Revenue Code of 1986, as amended. The Client acknowledges that Part I(a) of the QPAM Exemption precludes exemptive relief for transactions between the Account and (a) any bank, insurance company, broker, dealer or other entity or person that has authority to appoint or terminate Adviser as manager of the Account or negotiate this Agreement, including, without limitation, any renewal or modification thereof ("Appointment Authority") or (b) any "affiliate" thereof (within the meaning of Part VI(c) of the QPAM Exemption). The Client has provided the Adviser with a list of: (a) each entity that has Appointment Authority and (b) each bank, insurance company and broker or dealer in securities, currency or other financial instruments that is an affiliate (within the meaning of Part VI(c) of the QPAM Exemption) of any entity or other person with Appointment Authority, which lists are set forth on Appendix H. Client acknowledges and agrees that (i) no bank, insurance company or broker or dealer in securities, currency or other financial instruments is an "affiliate" (within the meaning of Part VI(c) of the QPAM Exemption)

of the Client or any other person or entity with Appointment Authority, except as disclosed in Appendix H; and (ii) the Adviser may rely on Appendix H unless and until amended in writing (and, thereafter, as amended) by the Client and Adviser. Promptly upon awareness of any change or anticipated change in the accuracy or completeness of Appendix H, Client shall notify the Adviser of such change in writing.

(c) *Accredited Investor/Qualified Institutional Buyer Certification.* The Client acknowledges that the Adviser may invest in certain privately offered securities pursuant to Regulation D ("Regulation D") or Rule 144A ("Rule 144A") under the Securities Act of 1933, as amended (the "Securities Act"), to the extent permitted by the Investment Guidelines. The Client hereby certifies, by marking in the applicable boxes below, that:

- (i) ☒ it is an "accredited investor" as defined in Regulation D;
☐ it is not an "accredited investor" as defined in Regulation D; and
- (ii) ☒ it is a "qualified institutional buyer" as defined in Rule 144A;
☐ it is not a "qualified institutional buyer" as defined in Rule 144A.

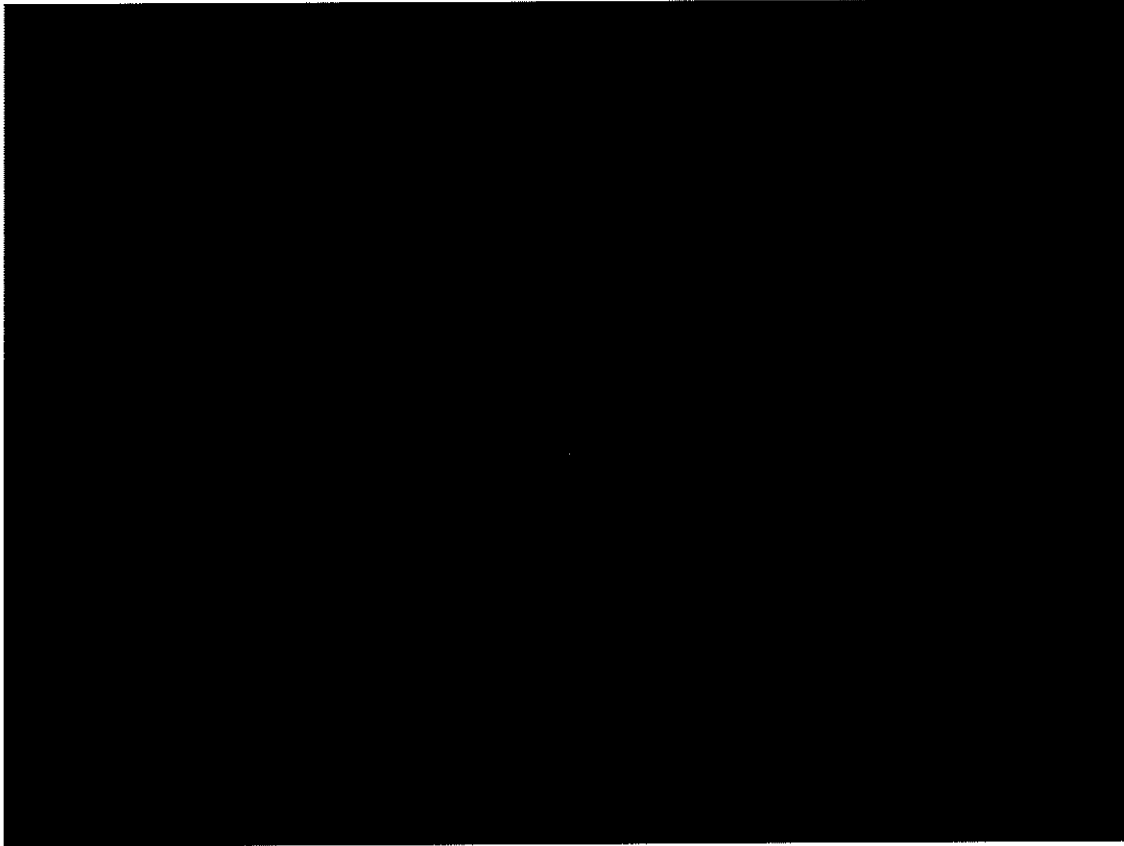
The Client's current fiscal year ends on June 30, 2019.

If the Client has indicated that it qualifies as an "accredited investor" or a "qualified institutional buyer", the Client hereby agrees to notify the Adviser promptly in the event it ceases to so qualify. The Client hereby appoints the Adviser to be the Client's agent and attorney-in-fact to provide certifications as to Client's status as an "accredited investor" or a "qualified institutional buyer" consistent with and in reliance upon the representations and warranties contained herein.

(d) The Client acknowledges receipt of Part 2 of Adviser's Form ADV at least 48 hours prior to entering into this Agreement.

(e) The Client agrees to inform the Adviser promptly in writing if any representation, warranty or agreement made by the Client in this Agreement is no longer true or requires exception and/or modification to remain true.

10. Reliance on Representations. The Client and the Adviser each acknowledge that the other will be relying, and shall be entitled to rely, on the representations, undertakings and acknowledgments of the other set forth in this Agreement. The Client and the Adviser each agree to notify the other promptly if any of its representations, undertakings, or acknowledgments set forth in this Agreement ceases to be true.



12. Directions to the Adviser. All directions by or on behalf of the Client to the Adviser shall be in writing signed either by the Client or by an authorized agent of the Client or, if by telephone, confirmed in writing. For this purpose, the term "in writing" shall include directions given by facsimile or via PDF or similar document format attached to an email, provided that they are orally confirmed. A list of persons authorized to give instructions to the Adviser hereunder with specimen signatures, is set out in Appendix C to this Agreement (each, an "Authorized Person"). The Client may revise the list of authorized persons from time to time by sending the Adviser a revised list which has been certified either by the Client or by a duly authorized agent of the Client. The Adviser shall incur no liability whatsoever in relying upon any direction from, or document signed by, any person reasonably believed by it to be authorized to give or sign the same, whether or not the authority of such person is then effective. The Adviser shall be under no duty to make any investigation or inquiry as to any statement contained in any writing and may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained. Directions given by the Client to the Adviser hereunder shall be effective only upon actual receipt by the Adviser and shall be acknowledged by the Adviser through its actions hereunder only, unless the Client is advised by the Adviser otherwise.

13. Reports. The Adviser shall provide the Client with reports in the format specified by the Client, upon their reasonable request.

(a) The Adviser shall provide the following reports monthly (either hard copy or by electronic access) within ten (10) business days of month-end:

- i. Reports describing in detail the previous month's portfolio activities, including GIPS compliant performance tabulations gross and net of fees for the 1-month, 3-month, calendar YTD, fiscal YTD, 1-year, 3-year, 5-year, 10-year, and since inception as appropriate. A summary of purchases & sales (Account activity), sector weights and other appropriate Account characteristics (e.g. convexity and effective duration, P/E, etc.) for both the benchmark and the Account; and
- ii. Reports tracking units, original cost, market value, and gain/loss of each holding.

(b) The Adviser shall provide the following quarterly reports within thirty (30) calendar days after calendar quarter-end:

- i. Reports reviewing portfolio performance (as above) and the Adviser's current investment strategy and outlook;
- ii. A summary of the proxy votes for the quarter;
- iii. An attribution breakdown for the current quarter, and 1 year periods;
- iv. Reports tracking the Adviser's utilization of brokers/dealers, including the identification of the brokers/dealers utilized, the perceived market costs (market impact) if any, and the dollar volume executed through each broker/dealer, and a commission analysis report;
- v. A synopsis of the key investment decisions made by the Adviser, the underlying rationale, and how those decisions could affect future results; and
- vi. A commentary on investment results in light of the appropriate standards of performance.

(c) The Adviser shall provide annually, after the close of the calendar year, the following:

- i. A copy of SEC form ADV – Part II and any amendments thereto, as available;
- ii. A copy of the Adviser's annual report and SOC 1 (if applicable); and
- iii. A report on the Adviser's use of soft dollars earned and expended resulting from its duties under this Agreement. The report shall include the products and services obtained through soft dollar arrangements and their approximate value. Otherwise, the Adviser shall indicate in writing that soft dollar information is not applicable to this Account.

(d) The Adviser shall provide the following information periodically, as requested:

- i. Information relating to industries, businesses, corporations or securities as requested by the Client;

- ii. Reports containing the Adviser's and affiliates' conflict of interest policies and any situations where the Adviser allows a conflict of interest to exist (e.g., because the Adviser determines that such conflict situations are not prohibited under its policies); and
- iii. Any other such reports regarding the Account as the Client or the Custodian may reasonably request.

14. Notification of Tax Liabilities. The Adviser shall make reasonable efforts to promptly notify the Client if, at any time, the Adviser becomes aware that the Client is required to pay taxes to any government or to file any returns or other tax documents with respect to income earned on the Account assets.

15. Meetings. On a periodic basis mutually convenient to the Adviser and the Client, the Adviser shall meet with the Client to review the Account investments and to discuss current holdings and future placements and acquisitions. Additionally, the individual or individuals assigned by the Adviser to the Client's account must be generally accessible by telephone to the Client on a daily basis during regular business hours.

16. Change in Status. The Adviser shall promptly notify the Client in writing of any material change in the Adviser's business which may affect the Adviser's ability to perform its duties and responsibilities under this Agreement, including, but not limited to, any change in the Adviser's status as a registered investment manager, any material litigation, any material adverse changes to the Adviser's financial or organizational status or any material change in its senior professional personnel, and any change in portfolio managers involving the Client's Account. It shall promptly notify the Client of any conflicts of interest of which it becomes aware arising from the Adviser and its relationship with any entity. If, at the reasonable discretion of the Client, it is determined that any relationship would be considered a potential or actual conflict of interest, the Client may require the Adviser to cease dealing with such entity on behalf of the Client. The Adviser agrees to provide the Client with a copy of any amendment to its Form ADV that includes additional conflicts of interest or discloses changes to its conflict of interest policies, procedures or controls within 10 business days of the day when the Adviser files such amendment with the SEC, along with a summary of any material changes to the conflict of interest policies, procedures or controls that could be materially adverse to the services provided to the Account.

17. Exercise of Membership Rights; Tender Offers; Proxies. Subject to any other written instructions of the Client or as otherwise specified in this Agreement, the Adviser is hereby appointed the Client's agent and attorney-in-fact to exercise in its discretion all rights and perform all duties which may be exercisable in relation to any assets held or that were held in the Account, including without limitation the right to vote (or in its discretion, refrain from voting), tender, exchange, endorse, transfer, or deliver any securities in the Account; to participate in or consent to any distribution, plan of reorganization, creditors committee, merger, combination, consolidation, liquidation, underwriting, or similar plan with reference to such securities; and to execute and bind the Client and Account in waivers, consents, covenants and indemnifications related thereto. The Adviser is authorized and directed to vote all proxies in accordance with Adviser's proxy voting policy. The Adviser shall maintain detailed records of its performance of this duty and shall provide those records to the Client quarterly. The Adviser will not advise or act for the Client in any other legal proceedings, including class actions, involving the Account or issuers of securities held by the Client or any other matter, but shall continue to monitor, and provide advice with

respect to, the continued holding or selling of the assets of the Account. The Adviser shall not incur any liability for any failure arising from an act or omission of a person other than the Adviser.

18. Non-Assignability. No assignment (as such term is defined under the Advisers Act) of this Agreement may be made by either party to the Agreement except with the written consent of the other party. The Client agrees that the Adviser may delegate certain middle and back office administrative functions and compliance functions to a third party without further written consent of the Client, provided, however, that the Adviser shall remain liable to the Client for its obligations hereunder.

19. Confidential Information. All information and advice furnished by the Adviser to the Client shall be treated as confidential by the Client and shall not be disclosed to third parties by the Client except as required by law or as permitted by this Agreement. All proprietary and financial client information of the Client shall be treated as confidential by the Adviser and shall not be disclosed to the public by the Adviser except (i) if such information is or becomes available to the public or industry sources other than as a result of disclosure by the Adviser; (ii) if such disclosure is requested by or through, or related to a judicial, administrative, governmental or self-regulatory organization process, investigation, inquiry or proceeding, or otherwise required by applicable law; or (iii) with Client's prior written consent. The Adviser's employees and agents shall be allowed access to the information only as needed for their duties related to the Agreement and in accordance with the rules established by the custodian of the records. The Adviser shall maintain policies and procedures for safeguarding the confidentiality of such information. The Adviser recognizes that it may be liable for the negligent, wanton, or willful release of such information. Notwithstanding the above, the Client hereby consents to the disclosure by the Adviser of (1) the Client's name, financial information including assets under management, organizational documents, and this Agreement and related schedules and appendices to brokers and dealers whether executing or clearing to effectuate the Adviser's trading activities on behalf of the Client under this Agreement; (2) such information as may be relevant in any delegation as permitted in Section 18 of this Agreement; and (3) the Account's portfolio holdings to consultants and other third parties whose name and contact information appear on Appendix D, as may be amended by the Client from time to time, in connection with certain analysis or other services provided by such consultant or other third party.

20. Public Records.

(a) The Adviser hereby acknowledges that the Client is a public agency subject to (i) Kentucky's public record law (the "Open Records Act," Kentucky Revised Statutes sections 61.870 to 61.884), which provide generally that all records relating to a public agency's business are open to public inspection and copying unless exempted under the Open Records Act, (ii) Kentucky Revised Statutes section 61.645(19)(i) (the "Fee Disclosure Law"), and (iii) Kentucky Revised Statutes sections 61.645 (19)(I) and (20) (the "Document Disclosure Law"), which provide generally that all contracts or offering documents for services, goods, or property purchased or utilized by the Investor shall be made available to the public unless exempted under the Document Disclosure Law. Notwithstanding any provision in this Agreement to the contrary, the Adviser hereby agrees that (i) the Client will generally treat all information received from the Adviser as open to public inspection under the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law, unless such information falls within an exemption under the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law, and (ii) the Client will not be deemed to be in violation of any provision of this Agreement relating to confidentiality if the Client discloses or makes available to the public (e.g., via the Client's website) any information regarding this

Agreement to the extent required pursuant to or under the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law (even if a court or the Attorney General later determines that certain information disclosed by the Client falls within an exemption under the Open Records Act, the Fee Disclosure Law, or the Document Disclosure Law).

(b) Notwithstanding any provision in this Agreement to the contrary, the Adviser shall provide the Client on at least a quarterly basis the information set forth in the Fee Disclosure Law, including but not limited to, (i) the dollar value of fees and commissions paid by the Client to the Adviser or its affiliates; (ii) the dollar value of the Client's pro rata share of any profit sharing, carried interest distributions or any other incentive arrangements, partnership agreements, or any other partnership expenses paid to the Adviser or its affiliates; and (iii) if applicable, the name and address of all individual underlying managers or partners in any fund of funds in which the Client's assets are invested.

(c) The Adviser agrees that the Client may disclose confidential information to any governmental body that has oversight over it and its statutory auditor, without notice to the Adviser; provided that such information retains the same confidential treatment with the recipient.

(d) The Adviser acknowledges and agrees that pursuant to the Open Records Act, the Fee Disclosure Law or the Document Disclosure Law, the Client may publicly disclose the information set forth in this Section 20 without further notice to the Adviser.

21. CFA Standards. In connection with the Client's investments, the Adviser shall ensure compliance with Kentucky Revised Statutes Section 61.650(1)(d) to the extent applicable. For the avoidance of doubt, it is understood that certain of the above-referenced obligations (including the reference to "the individual ... managing retirement system assets") apply to the Adviser and to the individuals employed by the Adviser.

22. Remuneration; Expenses. For its discretionary advisory services hereunder, the Adviser shall be entitled to the fees and terms of payment as set forth in Appendix B to this Agreement. Custodial fees, if any, are charged separately by the Custodian for the Account and are not included in Appendix B unless specifically set forth therein. The Client shall be responsible for payment of brokerage commissions, transfer fees, registration costs, taxes and other similar costs and transaction-related expenses and fees arising out of transactions in the Account and the Client hereby authorizes the Adviser to incur such expenses for the Account. Except as provided in Appendix B, the Adviser shall not be entitled to receive any additional fees or reimbursements for travel expenses, meals, production materials, or any other service or product provided in connection with this Agreement.

23. Services to Other Clients. (a) The relationship between the Adviser and the Client is as described in this Agreement. The Client agrees that the Adviser and any of its partners or employees, and persons affiliated with the Adviser or with any such partner or employee may render investment management or advisory services to other clients, and such clients may own, purchase or sell securities or other interests in property the same as or similar to those which the Adviser selects for purchase, holding or sale for the Account, and the Adviser shall be in all respects free to take action with respect to investments in securities or other interests in property the same as or similar to those which the Adviser selects for purchase, holding or sale for the Account. Nothing in this Agreement shall require the Adviser to purchase or sell, or recommend for purchase or sale, for the Account any security which the Adviser, its partners, affiliates or employees may purchase or sell for its or their own accounts or for the account of any other client,

advisory or otherwise. Such activities could affect the prices and availability of the securities and instruments that the Adviser seeks to buy or sell for the Account, which could adversely impact the performance of the Account. The Adviser may obtain and keep any profits and fees accruing to it in connection with its activities relating to other clients and its own accounts and the Adviser's fees as set forth in this Agreement shall not be abated thereby.

(b) The Client understands that the ability of the Adviser to place and/or recommend transactions may be restricted by applicable regulatory requirements and/or its internal policies designed to comply with such requirements.



24. Audit or Examination of Records. The Adviser agrees that any authorized representative of the Client shall have access to and the right to examine, audit, excerpt and transcribe, any directly pertinent books, documents, papers, and records of the Adviser relating to this Agreement upon reasonable advance notice and during the Adviser normal business hours and subject to any confidentiality obligations Adviser may have to other persons. The Adviser shall retain all records relating to this Agreement for five (5) years following the date of final payment or completion of any required audit, whichever is later.

25. Duration and Termination. This Agreement shall continue in full force and effect until terminated in writing as set forth below. The Adviser or the Client may terminate the Agreement at any time upon written notice without penalty or other additional payment save that the Client will pay the fees of the Adviser referred to in Section 20 of the Agreement prorated to the date of termination and provided that the Client shall honor any trades entered but not settled before the date of any such termination. Following termination notification from the Client to the Adviser, the Adviser shall not take any action with respect to the Account, unless specifically authorized to do so by the Client. Sections 10, 11, 19, 20, 23, 24, 26, 27, 28, 30, and 33 shall survive the termination of this Agreement.

26. Remedies. In addition to the right to terminate this Agreement, the Client may also file suit against the Adviser for breach of duty and/or confidentiality, without limitation. Should the Client obtain a judgment against the Adviser as a result of a breach of contract, the Adviser consents to such judgment being set-off against any monies owed by the Client to the Adviser under this or other contracts. This section shall not be interpreted to limit the Client's remedies as provided for by law.

27. Notices. (a) Except as otherwise specifically provided herein, all notices shall be deemed duly given when sent in writing to the appropriate party at the addresses appearing at the end of this Agreement for each signatory hereto, or to such other address as shall be notified in writing by that party to the other party from time to time or, if sent by facsimile or email transmission, upon transmission, subject to oral confirmation; provided, however that email transmissions are acceptable only for purposes of providing notice or instructions with respect to securities transactions or cash flows and may not be used to terminate or amend this Agreement.

(b) The Client agrees that it will be notified by the Adviser of trading errors that, in the Adviser's reasonable view, result in a loss as a result of a direct violation of the Investment Guidelines or fiduciary responsibility but that no other notice of errors is required.

28. Entire Agreement; Amendment, Etc. This Agreement, including the Appendices attached hereto, states the entire agreement of the parties with respect to management of the Account and may not be amended except by a writing signed by the parties. If any provision or any part of a provision of this Agreement shall be found to be void or unenforceable, it shall not affect the remaining part which shall remain in full force and effect. All terms used but not defined in the Appendices shall have the meaning ascribed to herein.

29. Effective Date. (a) This Agreement shall become effective on the day and year first written above.

(b) The Adviser shall commence its discretionary investment management activities, as contemplated under the Agreement, on the later of the date of (i) execution of this Agreement by each of the parties; (ii) either the receipt by the Adviser of confirmation in writing from the Custodian that cleared funds are available to the Adviser for investment on behalf of the Client or that assets initially comprising the Account have been delivered to the Custodian and are available for disposition by the Adviser; or (iii) such other date agreed in writing between the Adviser and the Client.

30. Governing Law. All questions as to the execution, validity, interpretation, construction, and performance of this Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflict of laws principles thereof. The Adviser hereby consents to the jurisdiction of the courts of the Commonwealth of Kentucky and further consents that venue shall lie in the Franklin Circuit Court located in Franklin County, Kentucky. To the extent that in any jurisdiction the Adviser may now or hereafter be entitled to claim for itself or its assets immunity from suit, execution, attachment (before or after judgment) or other legal process, the Adviser, to the extent it may effectively do so, irrevocably agrees not to claim, and it hereby waives, same.

31. Conflicts of Laws. The Adviser hereby certifies that the Adviser is legally entitled to enter into this Agreement with the Commonwealth of Kentucky and certifies that the Adviser is not and will not be violating any conflict of interest statute (KRS 121.056 or any other applicable statute) or principle by the performance of this Agreement. The Adviser shall not knowingly engage directly or indirectly in any financial or other transaction with a trustee or employee of Systems which would violate standards of the Executive Branch Ethics provisions, as set forth in KRS Chapter 11A.

32. Purchasing by the Commonwealth of Kentucky. The Adviser hereby certifies that it will not attempt in any manner to influence any specifications to be restrictive in any way or

respect nor will the Adviser attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky.

33. Reservation of Immunities. The Client hereby reserves all immunities, defenses, rights or actions arising out of its sovereign status or under the Eleventh Amendment to the United States Constitution, and no waiver of any such immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by its entry into this Agreement, by any express or implied provision thereof or by any actions or omissions to act on behalf of the Client or any representative or agent of the Client, whether taken pursuant to this Agreement or prior to the entry by the Client into this Agreement. Notwithstanding the foregoing sentence, the Client hereby acknowledges that the foregoing sentence in no way compromises or otherwise limits the obligations (including the contractual liability) of the Client under this Agreement nor shall it reduce or modify the rights of the Adviser to enforce such obligations at law or in equity, in each case including, but not limited to, (a) the Client's obligations regarding the fees and terms of payment as set forth in Appendix B, and (b) any obligation to reimburse or otherwise pay the Adviser for any loss, damage or liability arising from a breach of any representation, warranty or agreement of the Client contained in this Agreement.

34. Power of Attorney. The Adviser agrees that any power of attorney and attorney-in-fact provisions in this Agreement shall not apply to any action by the Adviser that is illegal or otherwise a violation of the law, and such power of attorney shall be revocable by the Client in the event of (i) a bankruptcy, insolvency or removal of the Adviser or (ii) a finding (other than a temporary, preliminary or similar injunction) by any court or governmental body of competent jurisdiction in a final and non-appealable judgment, verdict or order that the Adviser has committed embezzlement or fraud or acted in bad faith, in connection with the performance of their respective duties under the terms of this Agreement and the individuals who engaged in such conduct are not terminated from employment with the Adviser within thirty (30) days of such finding.

35. Anti-Bribery Laws. The Adviser, on behalf of itself and its respective officers, managers, employees, independent contractors, representatives or agents, covenants that (i) it has and will only use funds for lawful purposes, (ii) it has and will not violate applicable anticorruption laws, including without limitation, the Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act of 2010 ("UK Bribery Act"), the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("OECD Convention") and any other applicable anticorruption laws in countries where the Adviser engages in investment activities, (iii) it has not and will not, directly or indirectly, give or offer anything of value, including, but not limited to, cash, contributions, gifts, or entertainment, to foreign or domestic government officials or to any private commercial person or entity for the purpose of gaining an improper business advantage in violation of any such applicable anticorruption laws and (iv) it has or will establish sufficient internal controls and procedures to ensure compliance with all applicable anticorruption laws.

36. Prohibition of Political Contributions. The Adviser represents and warrants that the Adviser complies with Rule 206(4)-5 of the Investment Advisers Act of 1940, as amended (the "Advisers Act") and the related record keeping requirements set forth in Advisers Act Rule 204-2. The Adviser represents and warrants that neither the Adviser nor any of its covered associates, whether directly or indirectly, (i) has made or will make a contribution to an official of a government entity, as defined in subsection (f)(5) and (6) of the Advisers Act Rule 206(4)-5, to which government entity any of them is providing, or seeking to provide, investment advisory

services, that exceeds the *de minimis* levels set forth in subsection (b)(1) of that Rule, or (ii) has engaged or will engage in any other activity prohibited by the Advisers Act Rule 206(4)-5.

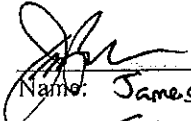
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly appointed agents so as to be effective on the day, month and year first above written.

FUTURES DISCLOSURE

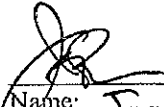
CERTAIN FINANCIAL FUTURES CONTRACTS MAY BE TRADED BY A COMMODITY TRADING ADVISOR PURSUANT TO AN EXEMPTION FROM THE COMMODITY FUTURES TRADING COMMISSION (THE "COMMISSION") IN CONNECTION WITH ACCOUNTS OF QUALIFIED ELIGIBLE PERSONS. PURSUANT TO THIS EXEMPTION, THIS AGREEMENT IS NOT REQUIRED TO BE, AND HAS NOT BEEN, FILED WITH THE COMMISSION. THE COMMISSION DOES NOT PASS UPON THE MERITS OF PARTICIPATING IN A TRADING PROGRAM OR UPON THE ADEQUACY OR ACCURACY OF COMMODITY TRADING ADVISOR DISCLOSURE. CONSEQUENTLY, THE COMMISSION HAS NOT REVIEWED OR APPROVED THIS TRADING PROGRAM OR THIS AGREEMENT.

KENTUCKY RETIREMENT SYSTEMS

By: 
 Name: James R. Robben
 Title: Interim CEO

Notice Address: 1260 Frankfort Rd
1260 Louisville Rd
Frankfort, Ky 40601

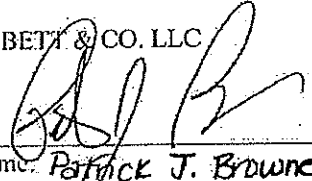
KENTUCKY RETIREMENT SYSTEMS INSURANCE TRUST FUND

By: 
 Name: James R. Robben
 Title: Interim CEO

Notice Address: 1260 Louisville Rd
Frankfort Ky 40601



LORD, ABBETT & CO. LLC

By:


Name: Patrick J. Browne

Title: Partner, U.S. Institutional Markets & Product Strategy

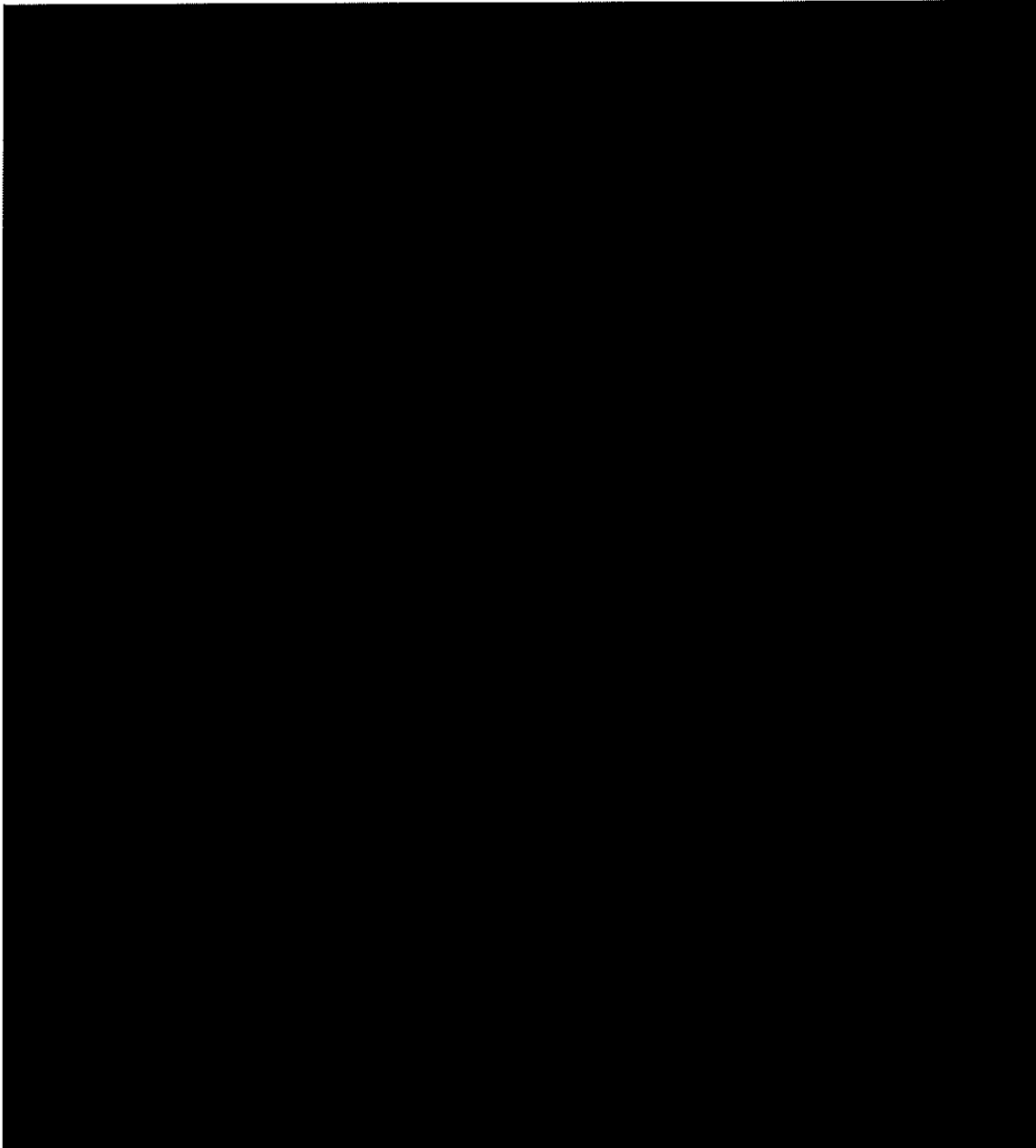
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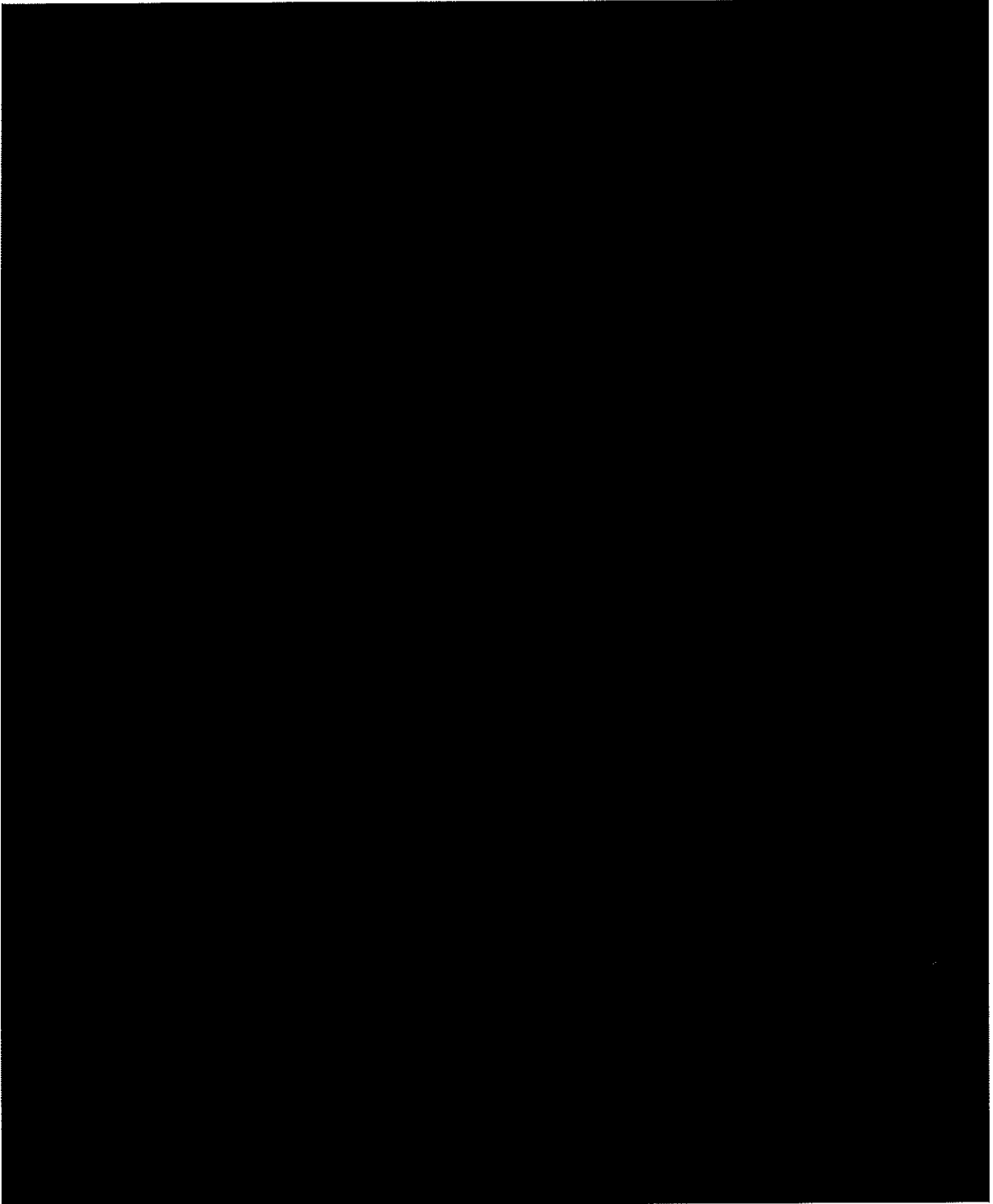
Lord, Abbett & Co. LLC
90 Hudson Street
Jersey City, New Jersey 07302
Attention: 
Fax: 

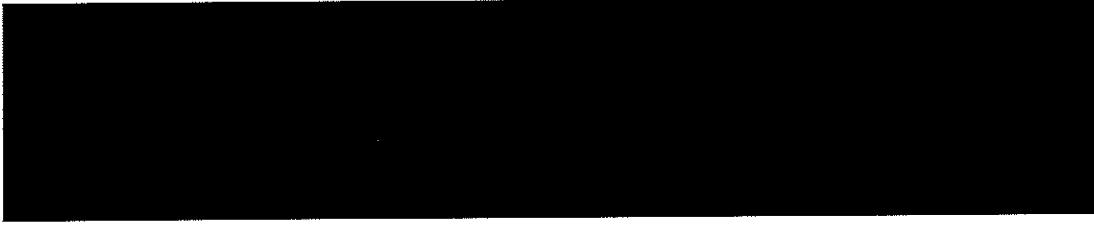
APPENDIX A

LORD, ABBETT & CO. LLC
INVESTMENT GUIDELINES

KENTUCKY RETIREMENT SYSTEMS
KENTUCKY RETIREMENT SYSTEMS INSURANCE TRUST FUND
SHORT DURATION CREDIT FIXED INCOME MANAGEMENT





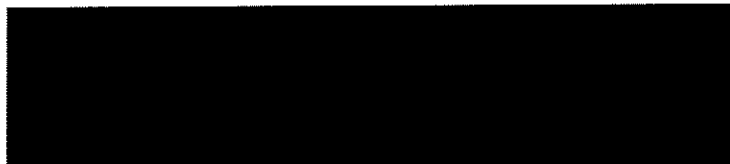


APPENDIX B

FEE SCHEDULE

KENTUCKY RETIREMENT SYSTEMS
KENTUCKY RETIREMENT SYSTEMS INSURANCE TRUST FUND

The Client shall pay or cause to be paid to the Adviser as remuneration for its services under the Agreement an annual investment management fee pursuant to the schedule set forth below. In addition, the Client will be responsible for all fees and charges as described in Section 22 of the Agreement.

Account ValuationAnnual Fee Rate

The fees will be calculated based upon the quarter end valuation of the Account, including cash and accrued income, as determined by the Adviser, based upon reports described in Section 13 of this Agreement. The fees also will reflect a day-weighted adjustment that will incorporate cash flows that occur during the quarter. For this purpose, "cash flows" mean individual contributions to and withdrawals from the Account that have a value greater than \$5,000.00. If there are multiple cash flows in the same day, the fees will reflect a day-weighted adjustment to the extent that the net effect of the cash flows for that day is greater than \$5,000.00. In the event of initiation or termination of the Account other than at the beginning or end of a calendar quarter, the fees shall be pro-rated for the period that the Account was in existence.

The quarterly fee will be billed in arrears for each calendar quarter and payable in U.S. Dollars within 30 days upon receipt. The Adviser's preferred method of payment is wire or ACH.

The invoice will provide instructions for payment by wire transfer or ACH to:



REPRESENTS PAYMENT OF INVOICE FOR ACCOUNT(S): *(Will be provided on invoice)*

Adviser may amend the foregoing payment instructions by written notice to the Client.

Adviser will send invoices by mail ☐ or e-mail ☒ (check one) for its fees to the party(ies) listed below.

Please note that invoices must be directed to the Client or a person authorized by the Client in writing to provide instructions on the Account, including the direction of payments from the Account. Copies of invoices may be directed to additional parties as indicated below.

Recipient:

Mailing Address: _____

Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: Rich. Gobben@Kyret.Ky.Gov

with Copy to:

Mailing Address: _____

Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: KRSINVACCTORS@Kyret.Ky.Gov

with Copy to:

Mailing Address: _____

Name: _____

Address: _____

City/State/Zip Code: _____

E-mail Address: _____

APPENDIX C
KENTUCKY RETIREMENT SYSTEMS
KENTUCKY RETIREMENT SYSTEMS INSURANCE TRUST FUND
AUTHORIZED SIGNATORIES LIST

<u>See Attached</u>	_____
(Print Name and Title)	(Signature)
_____	_____
(Print Name and Title)	(Signature)
_____	_____
(Print Name and Title)	(Signature)
_____	_____
(Print Name and Title)	(Signature)
_____	_____
(Print Name and Title)	(Signature)



KENTUCKY RETIREMENT SYSTEMS



Perimeter Park West ▾ 1260 Louisville Road ▾ Frankfort, Kentucky 40601
kyret.ky.gov ▾ Phone: 502-696-8800 ▾ Fax: 502-696-8822

Authorized Persons

Systems' designated positions listed below are authorized to provide verbal and written instructions and notices on behalf of Systems. Such instructions may be provided by facsimile or e-mail. Manager may conclusively rely on the instructions and notices received from any one of these authorized persons unless notified to the contrary.

Interim Chief Investment Officer/Director of Fixed Income Assets

Incumbent: Rich Robben

(502)696-8642 phone; (502) 696-8806

Signature: 

Director of Equity Assets

Incumbent: Joe Gilbert

(502) 696-8632 phone; (502) 696-8806 fax

Signature: 

Director of Real Estate/ Real Return

Incumbent: Andy Kiehl

(502) 696-8490 phone; (502) 696-8806 fax

Signature: 

Director of Private Equity

Incumbent: Anthony Chiu

(502)696-8491 phone; (502)696-8600 fax

Signature: 

Interim Executive Director

Incumbent: David Eager

(502) 696-8455 phone; (502) 696-8801 fax

Signature: 

I hereby certify that the above individuals have been duly authorized as indicated above, and that such authorization remains in force as of this date.

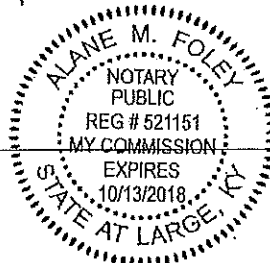
Signed: 

Dated: October 4, 2017

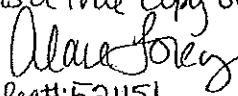
Mark Blackwell

General Counsel

(502) 696-8649 phone; (502) 696-8801 fax



Certified as a true copy of the original


Reg#: 521151
Exp: 10/13/2018

Authorized Persons List

APPENDIX D

KENTUCKY RETIREMENT SYSTEMS
KENTUCKY RETIREMENT SYSTEMS INSURANCE TRUST FUND

CONSULTANTS AND THIRD PARTIES THAT
MAY RECEIVE ACCOUNT'S PORTFOLIO HOLDINGS

NAME

CONTACT INFORMATION

Wilshire

Krs Files @ Wilshire . Com

APPENDIX E
PERFORMANCE OBJECTIVES



APPENDIX F

STATEMENT OF DISCLOSURE AND PLACEMENT AGENT POLICY

[Redacted]

APPENDIX G

COMPLIANCE CERTIFICATE

As a duly authorized officer of Lord, Abbett & Co. LLC (the "Investment Manager"), I hereby certify that I am familiar with that certain Investment Management Agreement dated August 29, 2018 (the "Agreement") between [Kentucky Retirement Systems][Kentucky Retirement Systems Insurance Trust Fund] ("KRS") and the Investment Manager relating to investment of certain KRS assets by the Investment Manager. In addition, to the best of my knowledge after diligent inquiry, I hereby certify to KRS that:

- (a) All investments of the KRS assets made by the Investment Manager during the fiscal year ending June 30, ____, were made within applicable Investment Policy and Procedures incorporated in the Agreement at the time each investment was made, except as set forth below;
- (b) All current investment holdings in the portfolio managed by the Investment Manager are in compliance with the Investment Policy and Procedures currently applicable under the Agreement, except as set forth below;
- (c) During the fiscal year ending June 30, ____, no member of the KRS Board of Trustees, or key staff of KRS, and no person claiming to represent or have influence with the Board of Trustees has contacted the Investment Manager with respect to a financial transaction or solicitation which is not solely on behalf of KRS with the Investment Manager, except as set forth below; and
- (d) The Investment Manager is in compliance with all representations, warranties and covenants in the Agreement which apply to the Investment Manager, including but not limited to any indemnity or insurance coverage requirements, except as set forth below. Current insurance coverage maintained by the Investment Manager is as follows: (Please attach insurance certificates.)

Errors and Omissions dedicated to the Agreement: Date of expiration: _____
 Per occurrence limit: _____
 Annual aggregate: _____

Fidelity bond or similar coverage: _____ Date of expiration: _____
 Other: _____ Date of expiration: _____

Exceptions: (Attach a separate sheet if necessary.)

Dated: _____

By: _____
 Name: _____
 Title: _____

APPENDIX H

KENTUCKY RETIREMENT SYSTEMS KENTUCKY RETIREMENT SYSTEMS INSURANCE TRUST FUND

LIST OF (A) EACH ENTITY WITH APPOINTMENT AUTHORITY AND (B) EACH BANK, INSURANCE COMPANY AND BROKER OR DEALER IN SECURITIES, CURRENCY OR OTHER FINANCIAL INSTRUMENTS THAT IS AN AFFILIATE OF ANY ENTITY OR OTHER PERSON WITH APPOINTMENT AUTHORITY.
