

## **INVESTMENT MANAGER AGREEMENT**

THIS INVESTMENT MANAGER AGREEMENT ("Agreement"), made the \_\_\_\_ day of \_\_\_\_, 20\_\_, is by and between \_\_\_\_\_ (the "Investment Manager") and the Illinois Police Officers' Pension Investment Fund ("Fund" or "IPOPIF").

### **WITNESSETH:**

WHEREAS, POPIF was created pursuant to Public Act 101-610, which established Article 22B of the Illinois Pension Code, 40 ILCS 5/1-101, et seq. ("Pension Code"), in order to consolidate the assets of Illinois Pension Code Article 3 police pension funds ("Participating Pension Funds" and, collectively, the "Fund's Assets"); and

WHEREAS, IPOPIF is administered by the Board of Trustees ("Board"), which is vested with the authority to manage the Fund's Assets for the purpose of obtaining a total return on investments for the long term;" and

WHEREAS, pursuant to 40 ILCS 5/1-109.1 and 40 ILCS 5/22B-122, the Board may appoint one or more investment advisers, commonly also known as investment advisors or investment managers (referred to herein as "Investment Manager") to provide investment advisory/investment management services, as fiduciaries to manage, including the power to acquire and dispose of, any Fund Assets, defined as "Investment Services" in the IPOPIF Investment Services Procurement Policy; and

WHEREAS, the Board identified a need for an Investment Manager to manage a certain portion of the Fund's Assets; and

WHEREAS, a description of the services to be performed, the need for services, the qualifications necessary, and the plan for post-performance review are set forth herein and in the Investment Policy to be approved by the Board and that will be adopted and incorporated by reference upon adoption; and

WHEREAS, in compliance with its procedures, the Board voted to appoint \_\_\_\_\_ as an Investment Manager for a portion of the Fund's Assets based on the Fund's need and the Investment Manager's qualifications; and

WHEREAS, the Investment Manager agrees to act as an investment manager for that portion of the Fund's Assets in accordance with the terms of 40 ILCS 5/1-101, et seq. and 40 ILCS 5/22B-101, et seq. and with the terms of this Agreement;

NOW, THEREFORE, the Board and the Investment Manager agree as follows:

**Section 1. Appointment of Investment Manager**

- A. Pursuant to 40 ILCS 5/1-109.1 and 5/22B-122, and this Agreement, the Board hereby appoints the Investment Manager to invest and reinvest in cash, cash equivalents, fixed income, equity securities, and other instruments, of such portion of the Fund's Assets as the Board shall determine from time to time, the proceeds from the sale of such Fund Assets, and the income due and appreciation attributable to such Fund Assets, less any Fund Assets the Board may withdraw, from time to time. Any such portion(s) of the Fund's Assets shall, for purposes of this Agreement, be referred to as the "Sub-Account". The Investment Manager shall for all purposes herein provided be deemed an independent contractor, and, unless otherwise expressly authorized or provided, shall not have authority to act for or represent either the Fund or the Board in any way, or otherwise be deemed an agent of either the Fund or the Board.
- B. The Investment Manager hereby accepts such appointment and acknowledges that it is a fiduciary in accordance with the Illinois Pension Code, 40 ILCS 5/1-101, et seq. ("Pension Code"), with respect to the Fund and the Sub-Account, and that it assumes the duties, responsibilities, and obligations of such a fiduciary. The Investment Manager further agrees to act in strict adherence to the fiduciary duties imposed by the Pension Code and this Agreement, and to provide such investment management services with respect to the Sub-Account in accordance with this Agreement.
- C. Subject to this Agreement and the Fund's Investment Policy and Investment Guidelines (defined in Section 2, below), the Investment Manager, in its full discretion and without obligation on its part to give prior notice to the Board: (i) buy, sell, exchange, convert, tender and otherwise trade in any stocks, bonds, or other securities or instruments; and (ii) open brokerage and trading accounts and execute transactions through such accounts established with such brokers or dealers as the Investment Manager may in its sole discretion select, except to the extent otherwise directed by the Board in writing; provided, however, that all such actions shall be conducted in a manner consistent with

the Investment Manager's fiduciary duties, and with other obligations pursuant to this Agreement and, under the Pension Code, and under the Employee Retirement Income Security Act of 1974, (hereinafter "ERISA"), even though the Fund itself is exempt from the requirements of ERISA. The Investment Manager may, using such of the Fund's assets in the Sub-Account as the Investment Manager deems necessary or desirable, direct the Custodian to deposit for the Sub-Account original and maintenance brokerage and margin deposits and otherwise direct payments of cash, cash equivalents, securities, and other property into such brokerage accounts and to such brokers as the Investment Manager deems prudent, provided that such directions are consistent with the terms of this Agreement. The Board has directed the custodian of the Fund's assets ("Custodian") to act in accordance with the instructions of the Investment Manager. Title to all assets in the Sub-Account shall at all times be registered in the name of the Fund on behalf of the Participating Pension Funds, or in the name of the Custodian or its nominee for the account of the Fund, and the indicia of ownership of all assets in the Sub-Account shall at all times be maintained in trust by the Custodian on behalf of the Fund. The Investment Manager shall at no time have custody of or physical control over the Sub-Account. The Investment Manager shall not be liable for any act or omission of the Custodian, unless it knew or should have known that the act or omission was a breach of the Custodian's obligations to the Fund.

- D. Cash held in the Fund pending direction from the Investment Manager shall be invested and reinvested in accordance with the Fund's Investment Policy or, if such Investment Policy does not apply, by the Custodian or in the Fund's designated short-term investment fund.
- E. The Investment Manager shall act in accordance with this Agreement; the applicable requirements of the Pension Code, including but not limited to 40 ILCS 5/1-109, 40 ILCS 5/1-110, 40 ILCS 5/22B et seq.

**Section 2. Investment Policy and Investment Guidelines**

- A. Investment Manager acknowledges and agrees that it has received a copy of the Fund's Investment Policy, which is available on the Fund's website at <https://www.ipopif.org/governing-documents/> and which is adopted and incorporated by reference upon adoption. The Investment Manager shall invest the Sub-Account in accordance with the Fund's Investment Policy, which is subject to change, and the Board shall advise the Investment Manager with respect to any amendment of the Investment Policy. The Investment Manager will not be held liable to the Fund for non-compliance with any amendment to the Investment Policy if the Board fails to advise the Investment Manager of such amendment.
- B. The Investment Manager shall invest the Sub-Account in accordance with the Fund's Investment Guidelines, which are specific to the Investment Manager and are attached as Exhibit A and are adopted and incorporated by reference. The Investment Manager shall recommend to the Fund any material changes to the Investment Guidelines it deems appropriate or necessary. The Investment Guidelines may be amended by the mutual, written agreement of the Fund and the Investment Manager.

**Section 3. Standard of Care**

- A. As a fiduciary, the Investment Manager shall perform its duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.
- B. The Investment Manager, subject at all times to the duties and obligations set forth in this Agreement and the attached Exhibits, shall diversify the assets in the Sub-Account so as to minimize the risk of large losses unless under the circumstances it is clearly imprudent to do so.
- C. The Investment Manager shall discharge its duties hereunder with respect to the Fund and the Sub-Account solely in the interest of, and for the exclusive purpose of providing benefits for, the beneficiaries of the Participating Pension Funds.

- D. The Investment Manager shall not engage in any transaction involving the Fund or the Sub-Account that would constitute a non-exempt prohibited transaction under Section 406 of ERISA or 40 ILCS 5/1-110.
- E. The Investment Manager acknowledges its duty to utilize broker dealers that will use best execution and that agrees to use commercially reasonable efforts to obtain the most favorable terms with respect to all transaction on the Fund's behalf.
- F. The Investment Manager shall make every reasonable effort to not make investments that would generate unrelated business taxable income for an entity that is exempt under Section 501(a) of the Internal Revenue Code.

**Section 4. Representations, Warranties and Covenants of the Investment Manager**

- A. The Investment Manager represents and warrants to the Board that it is and shall remain:
  - (i) a registered investment adviser registered under the Investment Adviser's Act of 1940; (ii) a registered investment adviser under the Illinois Securities Law of 1953; (iii) a bank, as defined in the Investment Advisers Act of 1940; or (iv) an insurance company authorized to transact business in Illinois.
- B. Pursuant to Section 5/1-113.14 of the Pension Code the Investment Manager acknowledges that it is a "fiduciary" with respect to the Fund and the Sub-Account within the meaning of the Pension Code, and specifically agrees to perform all its duties and obligations under this Agreement as a fiduciary. The Investment Manager further warrants that none of the disqualifications described in Section 411 of ERISA apply to the Investment Manager.
- C. The Investment Manager represents and warrants that its response to the request for proposals and all written and oral presentations to the Board, upon which the Fund is relying in entering into this Agreement, were true and complete and did not omit to state a fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading. The Investment Manager shall also be subject to 40 ILCS 5/1-135 regarding fraud.

- D. The Investment Manager represents and warrants that it shall secure and maintain at all times during the term of this Agreement, and for a period of five (5) years thereafter, a blanket fidelity bond or bonds in the minimum amount of \$XX,000,000 per occurrence. If the Investment Manager maintains a blanket fidelity bond or bonds in an amount greater than the minimum required by this paragraph, then the Investment Manager shall maintain such greater amount for the term of this Agreement. In addition, the Investment Manager shall secure and maintain a bond complying with the requirements of ERISA in the amount of \$500,000, with the Fund as the sole additional insured. Fidelity bond coverage will include coverage for theft, embezzlement, fraud, or misplacement of funds, money, or documents, whether committed by employees or outside parties, acting alone or in collusion with others. Coverage must also include computer system and voice-initiated transfer fraud coverage. The fidelity bond shall not limit the Investment Manager's obligation to indemnify, defend, or settle any claim. Certificates of coverage naming the Fund as an additional insured shall be provided to the Board in \_\_\_\_\_ of each year.
- E. The Investment Manager represents and warrants that it shall secure and maintain at all times during the term of this Agreement, and for a period of five (5) years thereafter, a privacy and network security liability insurance policy (commonly known as a "cyber security policy") in the minimum amount of \$XX,000,000, per occurrence and in the aggregate. The policy shall be a claims-made program with any prior acts exclusion predating the date of this Agreement. Certificates of coverage naming the Fund as an additional insured shall be provided to the Board in \_\_\_\_\_ of each year.
- F. The Investment Manager represents and warrants that it shall secure and maintain at all times during the term of this Agreement, and for a period of five (5) years thereafter, professional liability insurance (commonly known as "errors and omissions" insurance) in the minimum amount of \$XX,000,000, per occurrence and in the aggregate, plus \$XX million for each \$100 million or fraction thereof that the market value of the Sub-Account exceeds \$100 million. If the Investment Manager maintains errors and omissions

insurance in an amount greater than the minimum required by this subparagraph, the Investment Manager shall maintain such greater amount for the term of this Agreement.

- G. The Investment Manager agrees that its insurance shall be primary, that it shall waive recourse against Investor's insurance, and that its insurance shall be a claims-made program with no "prior acts" exclusion. Certificate(s) of coverage naming the Fund as an additional insured shall be provided to the Board annually. The Investment Manager agrees to provide notice within seven (7) days of receipt of a notice of cancellation of any bond or policy required hereunder.
- H. The Investment Manager agrees to notify the Board and its investment consultant in writing within five (5) business days of any material changes in the portfolio manager(s) for the Sub-Account or of any legal or regulatory actions instituted against the Investment Manager involving the investment of securities or, to the extent allowed by law, of any investigations, examinations, or other proceedings commenced by any governmental regulatory agency which are not either conducted in the ordinary course of Investment Manager's business or conducted as part of an industry sweep or other fact-finding related inquiry.
- I. Pursuant to Section 1-113.14(c) of the Pension Code, the Investment Manager has certified in Exhibit B the names and addresses of the following persons or entities: (i) any entity that is a parent of, or owns a controlling interest in, the Investment Manager, (ii) any entity that is a subsidiary of, or in which a controlling interest is owned by, the Investment Manager, (iii) any persons who have an ownership or distributive income share in the Investment Manager that is in excess of seven and one-half percent (7.5%), or (iv) serves as an executive officer of the Investment Manager.
- J. The Investment Manager has certified in Exhibit B the names and addresses of all its subcontractors, including any third-party marketers, if applicable, and the expected amount of money each will receive under this Agreement. The term subcontractor, as used herein, does not include non-investment related professionals or professionals offering services that are not directly related to the investment of assets, such as legal

counsel, actuary, proxy-voting services, and services used to track compliance with legal standards.

- K. The Investment Manager represents and warrants that (i) there are no actions, proceedings, or investigations threatened or pending before any tribunal, arbitrator, court or governmental authority, including, without limitation, the SEC, any state securities regulatory authority, or any other securities regulatory authority having jurisdiction over the Investment Manager or its affiliates, against or relating to the Investment Manager, or its affiliates, or their officers or directors claiming or alleging fraud, violation of any federal or state securities law, rule, or regulation, or breach of fiduciary duties; and (ii) during the ten (10) year period prior to the date hereof, none of the Investment Manager's or affiliates' officers or directors has been found liable for, nor settled, any such violation in any such action, proceeding, or investigation.
- L. Pursuant to Section 1-113.21 of the Pension Code, on or about each September 1<sup>st</sup> the Investment Manager shall disclose the number of its investment and senior staff and the percentage of that staff who are a minority person, a woman, a "qualified service-disabled veteran", qualified veteran, or a person with a disability; the number of contracts for investment, consulting, professional, and artistic services which the Investment Manager has with a business other than a Minority-Owned Business, Women-Owned Business, Qualified Service-Disabled Veteran-Owned Small Business, Qualified Veteran-Owned Small Business, or Business Owned by Person with a Disability, if more than 50% of the services performed pursuant to that contract are performed by a minority person, a woman, a veteran, or a person with a disability. "Minority-Owned Business, Women-Owned Business, or Business Owned by Person with a Disability" means as those terms are defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/2, as amended. "Qualified Service-Disabled Veteran-Owned Small Business means as defined in 30 ILCS 500/45-57. "Qualified Veteran-Owned Small Business" means as defined in 30 ILCS 500/45-57. The terms "professional service" and "artistic service" have the same meanings as those terms have



in 30 ILCS 500/1-15.60. Note that the “Qualified Service-Disabled Veteran-Owned Small Business” and “Qualified Veteran-Owned Small Business” reporting required under this provision is not required by the Pension Code but is required by the Fund. The Investment Manager shall comply with all applicable local ordinances, laws of the State of Illinois and the United States of America, and any applicable governmental or regulatory authority outside of the United States. Regulatory reports required under laws applicable to the Investment Manager by any regulatory authority shall be the sole responsibility of the Investment Manager.

- M. If Investment Manager is a bank, Investment Manager represents that it will comply with the requirements established pursuant to Section 6 of the Public Funds Investment Act. The limitations set forth in Section 6 of the Public Funds Investment Act shall be applicable only at the effective date of this Agreement and shall not require the liquidation of any investment at any time.
- N. Investment Manager has disclosed to IPOPIF all political contributions to support candidates for office in Illinois by the candidate firm, its officers, directors, and employees. Investment Manager hereby certifies that all political contributions for all offices in all states by the candidate firm, its officers, directors, and employees were made in accordance with the provisions of, if applicable, the Election Code, 10 ILCS 5/1-1 et seq., as amended, and Section 206 of the Investment Advisors Act of 1940 and SEC Rule 206(4)-5 (16 CFR 275.206(4)-5), as amended.
- O. To the fullest extent permitted under applicable law and notwithstanding any other provision of this Agreement, the Investment Manager shall indemnify, hold harmless and defend the Fund, all past, present, and future members of the Board of Trustees for actions during their term which coincides with the term of this Agreement, and all of its officers, employees, agents, members and beneficiaries from and against any and all liability, loss, costs and expenses (including but not limited to attorneys' fees), damages, demands, suits, proceedings, claims, and actions arising out of or in any way whatsoever related to or connected with Investment Manager's actions (including but not limited to

Investment Manager's acts or omissions that are negligent, constitute bad faith or willful misconduct, or involve a breach of this Agreement. IPOPIF shall have the right, in its sole discretion, to participate in or lead any defense of a claim against IPOPIF without waiving any of its rights to indemnification.

- P. All disclosures made by the Investment Manager during the procurement and selection process are adopted and incorporated by reference (herein referred to as the "Investment Manager Disclosures" and which are attached as Exhibit B). The Investment Manager further acknowledges that it will promptly notify the Fund, in writing, if at any time during the term of this Agreement the information contained in the Investment Manager Disclosures changes.
- Q. The Investment Manager shall furnish to the Board, from time to time, evidence as the Board may reasonably request that the Investment Manager satisfies and continues to satisfy the foregoing requirements. The Investment Manager shall promptly notify the Board if it has reason to believe that any of the foregoing representations, warranties or covenants may cease to be satisfied.
- R. The Investment Manager represents that, pursuant to Sections 1-113.6 and 1-113.17 of the Illinois Pension Code, decision-useful sustainability factors will be considered by the Investment Manager within the bounds of financial and fiduciary prudence, including but not limited to (i) corporate governance and leadership factors; (ii) environmental factors; (iii) social capital factors; (iv) human capital factors; and (v) business model and innovation factors, as provided for under the Illinois Sustainable Investing Act, 30 ILCS 238/1, et seq. and detailed in the IPOPIF Investment Policy.

**Section 5. Representations and Warranties of the Board**

- A. The Board represents and warrants to the Investment Manager that the Board is a fiduciary authorized to enter into this Agreement and to appoint the Investment Manager as its investment manager in accordance with the terms hereof and that the person executing this Agreement for and on behalf of the Board is authorized to do so.

- B. The Board represents and warrants to the Investment Manager that if another entity should be substituted for the Custodian as custodian of the Fund's assets, the Board shall promptly notify the Investment Manager of such substitution and the substituted entity will thereafter be deemed to be the Custodian for purposes of this Agreement.
- C. The Board represents and warrants to the Investment Manager that it has received, if applicable, a copy of the Investment Manager's ADV Part II within forty-eight (48) hours prior to the execution of this Agreement.
- D. The Board represents and warrants to the Investment Manager that, as a fiduciary, it is responsible for assuring the Fund's Investment Policy are prudent for the Fund's Assets.
- E. The Board represents and warrants to the Investment Manager that the decision to allocate any of the Fund's Assets to the Sub-Account is solely the responsibility of the Board and is independent of the Investment Manager's fiduciary responsibilities as established pursuant to this Agreement.
- F. The Board represents and warrants to the Investment Manager that it has determined that the initial investment of the Fund's Assets in the Sub-Account satisfies applicable provisions of Illinois law.
- G. The Board represents and warrants to the Investment Manager that the Investment Manager is responsible for diversification or investment requirements applicable to the Fund's Assets allocated to the Sub-Account only, and not to the Fund's Assets as a whole.

**Section 6. Foreign Market and Foreign Exchange Transactions**

Foreign market and foreign exchange transactions are prohibited, unless expressly permitted by the Investment Policy and the Investment Guidelines.

**Section 7. Reports; Meetings**

- A. The Board shall cause the Custodian to provide the Investment Manager with monthly reports concerning the status of the Sub-Account, and such reports from the Custodian shall constitute the principal record of the Sub-Account for all purposes of this

Agreement, including but not limited to, the calculation of the Investment Manager's fees to be paid.

- B. With respect to the Sub-Account, the Investment Manager shall provide the Board and its investment consultant with, inter alia: on a monthly basis, confirmations of all transactions; a monthly summary of the performance of the Sub-Account; a quarterly summary of returns on investments, including gross and net returns on investments after payment of all fees, commissions, and other compensation; a monthly report on brokerage activity; an annual report, as provided for in Section 11 herein, regarding the voting of proxies, if any, during a year; an annual report within forty-five (45) days after the end of each calendar year containing a detailed statement of the affairs of the Sub-Account, including its income and expenditures and assets and liabilities (calculated in accordance with generally accepted accounting principles); an annual statement of all sums paid to the Fund's investment consultant or its affiliates for conferences, consulting services, brokerage commissions, or for any other purpose, as well as a statement of all such sums paid within the last five (5) years; and all other reports, which are mutually agreeable to the Investment Manager that the Board or its investment consultant may reasonably request from time to time.
- C. The Investment Manager shall, on at least a monthly basis, reconcile the Sub-Account's market value, income earned, and transaction activity as reported by the Custodian with the records of the Investment Manager. The Investment Manager shall communicate the differences to the Custodian and to Fund staff in a timely manner. Resolution of differences is the responsibility of the Investment Manager and the Custodian. The Investment Manager is responsible for notifying the Board as soon as reasonably possible of unresolved discrepancies between the Investment Manager's records and those of the Custodian. The records of the Custodian shall be the authoritative source for all purposes under this Agreement.
- D. The Investment Manager shall meet periodically with the Board, Fund employees, and/or the Fund's Investment Consultant, at such times as the Fund may reasonably request,

concerning the Sub-Account. The Fund shall engage in post-performance review periodically and the Investment Manager shall meet with the Board, Fund employees, and/or the Fund's Investment Consultant as it may reasonably request to discuss performance.

**Section 8. Services to Other Clients**

- A. It is understood that the Investment Manager performs investment advisory services for various clients. The Board agrees that the Investment Manager may give advice and take action with respect to any of its other clients which may differ from the advice given to, or the timing or nature of action taken with respect to, the Sub-Account, provided that the Investment Manager allocates investment opportunities among clients on a fair and equitable basis and in accordance with applicable federal law and regulations.
- B. Nothing in this Agreement shall impose any obligation on the Investment Manager to purchase or sell, or to recommend for purchase or sale, any security which the Investment Manager, its principal affiliates, or its employees may purchase or sell for its or their own accounts or for the account of any other client.

**Section 9. Allocation of Brokerage**

- A. Subject to the terms of the Pension Code and to the Fund's Brokerage Policy (which is available on the Fund's website at <https://www.ipopif.org/governing-documents/> and which is adopted and incorporated by reference upon adoption), the Investment Manager is authorized to place orders for the execution of securities transactions for the Sub-Account with or through such brokers or dealers as the Investment Manager may select.
- B. The Investment Manager may allocate transactions to brokers or dealers for execution on markets, at such prices and at such commission rates as, in the good faith judgment of the Investment Manager, will be in the best interest of the Fund, taking into consideration in the selection of such brokers or dealers not only the available prices and rates of brokerage commissions in the industry, but also other relevant factors, including but not limited to execution capabilities. The Investment Manager agrees that no soft dollar payments will be made or received in connection with the execution of transactions on

behalf of the Fund. Securities transactions may not be executed through the facilities of the Investment Manager or its affiliates unless expressly authorized by the Board. The Board agrees that the Investment Manager may aggregate sales and purchase orders of securities held in the Sub-Account with similar orders being made simultaneously for other portfolios managed by the Investment Manager if, in the Investment Manager's reasonable judgment, such aggregation shall result in an overall economic benefit to the Sub-Account, taking into consideration the advantageous selling or purchase price, brokerage commission and other expenses, and trading requirements. In accounting for such an aggregated order, price and commission shall be averaged on a per-bond, share or other applicable unit basis daily. The Board acknowledges that the Investment Manager's determination of such economic benefit to the Sub-Account is based on an evaluation that the Sub-Account is benefited by relatively better purchase or sales prices, lower commission or other transaction expenses and beneficial timing of transactions, or a combination of these and other like or unlike factors.

**Section 10. Log of Brokerage Transactions**

The Investment Manager shall maintain and make available to the Board a log of all transactions placed through all securities brokerage firms, which reflects the name of the firm, a description of each transaction including the amount and securities involved, the date and time of each transaction, and the amount of fees and commissions paid.

**Section 11. Proxy Voting**

Unless instructed otherwise by the Board, the Investment Manager shall exercise the fiduciary responsibility for voting all proxies, if any, which are solicited in connection with the Sub-Account. Subject to the Investment Manager's oversight, the Investment Manager is authorized to delegate the research, voting and record keeping of proxies to a third-party designee ("Designee") provided that the Designee acknowledges in writing its fiduciary status to the Fund and abides by the applicable terms of this Agreement. If the Board so authorizes, the Investment Manager shall also be responsible for making all elections in connection with any mergers, acquisitions, tender offers, bankruptcy

proceedings, or other similar occurrences, which may affect the Sub-Account, but it is not authorized to or responsible for initiating or responding to any legal proceedings on behalf of the Sub-Account, including, but not limited to, filing or responding to any class action claims related to a holding in the account. The Investment Manager shall instruct the Custodian or Designee to forward to the Investment Manager all communications received by the Custodian or Designee including proxy statements and proxy ballots duly executed by the Custodian or Designee. The Investment Manager agrees to provide the Board with an annual statement of the Investment Manager's proxy voting policies and a summary of how the Fund's proxies were cast. The summary shall include the following information: the company in which the Fund had the right to cast proxies, the meeting date for the vote, the shareholder of record date, the number of shares voted, an issue identification number (if any), the recommendation(s) of the board of directors, and how the Fund's proxies were cast. The Investment Manager and the Custodian or Designee shall reconcile the proxies solicited with the Fund's holdings as of the record date.

**Section 12. Fees**

The Investment Manager's compensation shall be determined in accordance with the Fee Schedule, which is attached hereto and incorporated by reference herein as Exhibit C.

**Section 13. Valuation**

When applicable, in computing the market values of all common and preferred stocks in the Sub-Account, each such security listed on any national securities exchange shall be valued as of the close of the market on the valuation date. Listed stocks not traded on such date and all unlisted stocks regularly traded in the over-the-counter market shall be valued at the last closing price furnished to the Investment Manager by the National Association of Securities Dealers, Inc., the National Quotation Bureau Inc., or any similar organization. Corporate and government bonds shall be valued in such manner as determined in good faith by the Investment Manager to reflect their fair market values. Such valuation may incorporate models prepared by bond valuing services, last sale prices for listed securities, and over-the-counter bid prices. Any other securities shall be

valued in such manner as determined in good faith by the Investment Manager to reflect their fair market values. Should any dispute arise regarding the valuation of a security or bond, the Custodian shall determine the valuation and its valuation will control, but the Investment Manager may advise the Custodian if it believes that the valuation is incorrectly sourced or used.

**Section 14. Authority**

The Board shall furnish to the Investment Manager certified copies of appointments or designations setting forth the names, titles, and authorities of the individuals who are authorized to act on behalf of the Fund with respect to the Sub-Account and this Agreement, and the Investment Manager shall be entitled to rely upon such information until the Investment Manager receives written notice of a change.

**Section 15. Effective Date; Term; Termination**

This Agreement shall become effective on the date signed by the Investment Manager and shall continue in full force and effect for one (1) year, and year to year thereafter, unless terminated prior to such date in accordance with this Section. This Agreement may be terminated by the Board effective immediately upon the Investment Manager's receipt of written notice of termination, and by the Investment Manager upon ninety (90) days' advance written notice to the Board; provided, however, the Board, through the Fund's Chief Investment Officer, may verbally direct the Investment Manager, at any time without prior written notice, to cease its investment management activities with respect to the Sub-Account, which direction shall be confirmed, in writing, as soon as practicable. Upon termination, fees of the Investment Manager shall be prorated to the date of termination as specified in the notice of termination. Sections 4, 7, 22, 24, and 26 of this Agreement shall survive termination and shall remain in full force and effect.

**Section 16. Delegation of Responsibilities**

The Investment Manager, in its sole discretion, may, upon written disclosure in accordance with this Agreement, retain an affiliate of the Investment Manager to provide administrative services for the Investment Manager in carrying out its obligations under



the terms of this Agreement. Any fees payable to such affiliate shall be paid entirely by the Investment Manager. Such affiliate shall be bound by the terms of this Agreement.

**Section 17. Assignment**

Unless the Board expressly consents in writing thereto, the Investment Manager's assignment, as defined in the Investment Advisors Act of 1940, of this Agreement shall automatically terminate this Agreement. If the Investment Manager is converted into, merges or consolidates with, or sells or transfers substantially all of its assets or business to another corporation, the resulting corporation or the corporation to which such sale or transfer has been made shall notify the Board of such sale or transfer and shall become the Investment Manager hereunder only if the Board expressly so consents in writing.

**Section 18. Disclosure of Fees Paid**

- A. The Investment Manager certifies and represents that it has disclosed in Exhibit B all direct and indirect fees, commissions, penalties, and other compensation, including reimbursement for expenses, that may be paid by or on behalf of the Investment Manager in connection with the Fund's Assets being managed by the Investment Manager. The Investment Manager agrees to update such disclosures promptly after a modification of such payments or additional payments are made.
- B. The payment of a placement fee or contingency fee is prohibited. The Investment Manager represents and warrants that no placement fee, finder's fee, commission, referral fee, third party marketing fee, or consideration of any kind has been paid to any individual or entity, other than a bona fide employee working solely for the Investment Manager, resulting from or related to the selection or retention of the Investment Manager by the Fund. The Investment Manager acknowledges that Section 1-145 of the Pension Code prohibits a person or entity from retaining a person or entity to attempt to influence the outcome of an investment decision of or the procurement of investment advice or services of the Fund for compensation, contingent in whole or in part upon the decision or procurement.

- C. Investment Manager shall disclose any compensation or economic opportunity paid to the Investment Consultant within the last 24 months. "Compensation" means any money, thing of value, or economic benefit conferred on, or received by, the Investment Consultant in return for services rendered, or to be rendered, by himself, herself, or another. "Economic opportunity" means any purchase, sale, lease, contract, option, or other transaction or arrangement involving property or services wherein the Investment Consultant may gain an economic benefit.

**Section 19. Ethics Act and Ethics Policy**

The Investment Manager acknowledges that the Board and the Fund are subject to 40 ILCS 5/1-125, which prohibits gifts to Board members and Fund employees. The Investment Manager further acknowledges that it has received a copy of the Fund's Ethics Policy, which is available on the Fund's website at <https://www.ipopif.org/governing-documents/> and is adopted and incorporated by reference. The Investment Manager shall comply with 40 ILCS 5/1-125 and the Ethics Policy at all times. The Investment Manager shall promptly notify the Fund in the event that it believes it has violated either 40 ILC 5/1-125 or the Ethics Policy. This Agreement shall be voidable by the Fund if the Investment Manager violates a material provision of the Ethics Policy.

**Section 20. Notices**

- A. All notices and instructions required by this Agreement shall be deemed duly given when delivered to and received by the respective parties as follows:

To the Board/Fund:

Illinois Police Officers' Pension Investment Fund  
Attn:  
Address:  
Phone:  
Email: investments@ipopif.org

To the Investment Manager:

[Manager]  
Attn:  
Address:  
Phone:

Email:

- B. Any such notice shall be effective: (a) if sent by certified or registered mail, return receipt requested, by United States express mail, or by courier service, then when actually received; (b) if sent by email, then notice shall be deemed received upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment); or (c) if delivered by hand, then on the date so delivered. The address or addressee to receive notice for any party may be changed by such party from time to time by giving notice in the foregoing manner. Any notice required under this Agreement may be waived only in writing, signed by the party entitled to notice.

**Section 21. Entire Agreement; Amendment; No Waiver.**

This Agreement as it may be amended in writing, together with the Exhibits annexed hereto, constitutes the entire agreement of the parties; is intended to be the complete and exclusive statement of the terms hereof; and, except as provided for herein, may not be modified or amended except by a writing signed by the parties hereto. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the other provisions shall be considered severable and enforceable. No party hereto waives any right under this Agreement by failure or delay in its exercise. A single or partial exercise of any right does not preclude the later exercise of such right or any other right.

**Section 22. Governing Law; Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflict of laws principles. References herein to provisions of law shall be deemed to include a reference to any amendments thereof and any successor provisions thereto. Venue for any litigation relating to this Agreement, including any tort claims arising out of or related to this Agreement, is agreed to be the Circuit Court for the Tenth Judicial Circuit, Peoria, Illinois, or the U.S. District Court for the Central District of Illinois. The Investment Manager submits to the jurisdiction of each

such court and waives any claim or defense of inconvenient forum in respect of any such action or proceeding. The rights and remedies in this Agreement are cumulative and not exclusive of any rights or remedies available pursuant to applicable law.

**Section 23. Counterparts**

This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute but one and the same agreement of the parties hereto. Transmission by electronic mail, facsimile or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

**Section 24. Disclosure of Information and Certification of Internal Controls**

- A. The Investment Manager shall regard as confidential all information regarding the operations and investments of the Fund and shall not disclose such information except as required by law, regulation or in the course of a regulatory examination, or by order of a court of competent jurisdiction. Notwithstanding this, the Fund agrees that the Investment Manager may from time to time, as it deems necessary in its discretion, disclose to third parties that the Fund is one of the Investment Manager's clients, but the Investment Manager agrees that such disclosure shall be limited to supplying the name of the Fund only, and not the nature or extent of its investments or any other information concerning the Fund. The Investment Manager, its senior officials and employees, and any related party shall not in any way use the Confidential Information to the detriment of the Fund or for their own direct or indirect benefit.
- B. The Investment Manager agrees that the Fund is subject to the Illinois Freedom of Information Act (5 ILCS 140) (as amended from time to time, "IL FOIA") and that the Fund is required to disclose to the public certain "public records" (as defined in IL FOIA) unless the disclosure of such public records meets any of the enumerated exemptions set forth in Section 7 of IL FOIA. The Investment Manager further agrees that the Fund is subject to the Illinois Open Meetings Act (5 ILCS 120) (as amended from time to time, "IL OMA") and that the meetings of the Board are required to be open to the public, unless

permitted to be closed pursuant to Section 2 of IL OMA. The Fund acknowledges that the Investment Manager considers certain information related to its investment databases, investment research, and investment processes to be proprietary, privileged or confidential and trade secrets the disclosure of which would cause competitive harm to the Investment Manager. The Investment Manager shall mark each page of each document that contains such information. To the extent permitted by FOIA, the Fund agrees to take reasonable steps to assist the Investment Manager in protecting the confidentiality of such information. Notwithstanding the foregoing, the Investment Manager agrees and acknowledges that the Investor may disclose under the IL OMA and IL FOIA information that the Investment Manager deems as proprietary, privileged or confidential and trade secrets and that any disclosure in compliance with the IL OMA and IL FOIA by the Investor shall not constitute a breach of this Agreement.

- C. The Investment Manager will at all times maintain a business contingency plan and a disaster recovery plan and will take commercially reasonable measures to maintain and periodically test such plans. The investment Manager shall implement such plans following the occurrence of an event which results in an interruption or suspension of the services provided by the Investment Manager.
- D. The Investment Manager will retain a firm of independent auditors to perform an annual review of certain internal controls and procedures employed by the Investment Manager and issue a standard System and Organization Controls Type 1 and Type 2 reports based on such review. The Investment Manager will provide a copy of the reports to the Fund.

Specifically, Investment Manager shall ensure that its information technology systems meet or exceed industry best practices related to cyber-security, including but not limited to the U.S. Department of Labor's Cybersecurity Program Best Practices and the requirements of the State of Illinois Cybersecurity Strategy and the NIST Cybersecurity Framework. In addition, the Investment Manager shall maintain commercially reasonable information security systems and controls, which include

administrative, technical, and physical safeguards that are designed to: (i) maintain the security and confidentiality of the Fund's data; (ii) protect against any anticipated threats or hazards to the security or integrity of the Fund's data, including appropriate measures designed to meet legal and regulatory requirements applying to the Investment Manager; and (iii) protect against unauthorized access to or use of the Fund's Assets or data.

The Investment Manager shall at all times employ a current version of one of the leading commercially available virus/malware detection software programs to test the hardware and software applications used by it for the presence of any computer code designed to disrupt, disable, harm, or otherwise impede operation or to compromise the Fund's Assets.

- E. If an incident compromises the security, confidentiality, or integrity of the Fund's Assets or IPOPIF data, Investment Manager shall notify the Fund in writing of such breach as soon as practicable, but no later than one Business Day after Investment Manager becomes aware of it. Such notice shall summarize in reasonable detail the nature of the information or data that may have been exposed. Investment Manager shall at its own expense immediately contain and remedy any such breach and prevent any further breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards.

**Section 25. Additional Certifications**

- A. The Investment Manager certifies to the Fund that it is not barred from being awarded a contract or subcontract by the State of Illinois because of a conviction or admission of guilt for bribery or for bribing an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity as provided in Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/50-5.
- B. The Investment Manager certifies that it is not an entity chartered under: (i) the Illinois Banking Act, as amended (205 ILCS 5/1 et seq.); (ii) the Illinois Savings Bank Act, as amended (205 ILCS 205/1 et seq.); (iii) the Illinois Credit Union Act, as amended (205 ILCS 305/1 et seq.); or (iv) the Illinois Savings and Loan Act of 1985, as amended (205

ILCS 105/1 et seq.) nor is it a person or entity licensed under (v) the Illinois Residential Mortgage License Act of 1987, as amended (205 ILCS 635/1 et seq.); (vi) the Illinois Consumer Installment Loan Act, as amended (205 ILCS 607 et seq.); or (vii) the Illinois Sales Finance Agency Act, as amended (205 ILCS 606/1 et seq.). If the Investment Manager shall become an entity chartered under or licensed under any of the foregoing provisions, such entity shall provide prompt written notice to the Fund and, thereafter, shall comply with the requirements applicable to it set forth in 40 ILCS 5/1-110.10.

C. Investment Manager hereby agrees and represents that it is an equal opportunity employer. All employment decisions and personnel actions of the Investment Manager are administered without regard to race, color, religion, creed, national origin, ancestry, sex, age (40 and above), qualified mental or physical disability, sexual orientation, genetic carrier status, any veteran status, any military service, any application for any military service, or any other category or class protected by federal, state or local laws. All employment decisions and personnel actions, such as hiring, promotion, compensation, benefits, and termination, are and will continue to be administered in accordance with, and to further the principle of, equal employment opportunity. Investment Manager recognizes that the Fund's sexual harassment policy applies to employees of Investment Manager. Investment Manager shall maintain its own written sexual harassment policies that shall include, at a minimum, the following information or its reasonable equivalent:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment under State law;
- (iii) a description of sexual harassment, utilizing examples;
- (iv) the Investment Manager's internal complaint process including penalties;
- (v) the legal recourse, investigative and complaint process available through the EEOC and the Illinois Department of Human Rights; and
- (vi) directions on how to contact the EEOC and the Illinois Department of Human Rights.

## **Section 26. Record Retention and Audits.**

- A. Investment Manager will furnish to IPOPIF and its authorized representatives, on reasonable notice (which in no event need ever be more than five (5) Business Days) and during ordinary business hours, full access to these records maintained by investment Manager with respect to this Agreement. Investment Manager will retain any and all records in its possession with respect to this Agreement for a minimum period of seven (7) calendar years, or any longer period required by law, from the date the records were created. Investment Manager will retain any and all documents and records in its possession, which demonstrate performance under this Agreement for a minimum period of seven (7) calendar years, or any longer period required by law, from the date of termination or completion of this Agreement.
- B. The Investment Manager shall make all such books, records, and supporting documents related to this Agreement available for review and audit as reasonably requested by the internal or external auditors of the Fund, by the Illinois Department of Insurance, and by the Illinois Auditor General, shall cooperate fully with any audit conducted by the internal or external auditors of the Fund, by the Illinois Department of Insurance, and by the Illinois Auditor General, and will further provide the internal or external auditors of the Fund, of the Illinois Department of Insurance, and of the Illinois Auditor General full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Board for the recovery of any funds for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

(This space intentionally left blank. Signature page follows.)



IN WITNESS WHEREOF, duly authorized representatives of the Board and the Investment Manager have executed this Agreement on the day and year signed by the Investment Manager.

Illinois Police Officers' Pension Investment Fund

[Investment Manager]

By:\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

Title:\_\_\_\_\_

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

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

## **EXHIBIT A INVESTMENT GUIDELINES**

### **Strategy**

1. The Sub-Account's investment strategy is to invest the assets in the [Name of Strategy] in a carefully selected diversified portfolio of [type of securities]
2. The performance objective is to outperform the [name of benchmark index] by [amount] percent (\_\_%) on a net of fee basis over a market cycle.
3. Security selection, portfolio quality and the timing of purchases and sales are delegated to the Investment Manager.

### **Authorized Securities**

4. Any [type of] securities of any public company that trades on any U.S. exchange including over the counter markets.
5. Exchange traded funds ("ETF") [or other commingled vehicles (either listed or unlisted) in order to gain market exposure].
6. American Depositary Receipts or Shares (ADRs or ADSs) are allowed.
7. Private placements including what are sometimes referred to as Rule 144A securities issued by public companies.
8. Units in the Fund's designated short-term investment fund.

### **Investment Restrictions**

9. Foreign market and foreign exchange transactions are prohibited.
10. Cash and equivalents shall not exceed 5% of the account value.
11. No security or company exposure shall exceed ten percent (10%) of the total market value of all assets in the Sub-Account.
12. No security or company exposure held across all accounts at the Investment Manager shall exceed 5% of the market float.
13. The following transactions are prohibited: purchase of non-negotiable securities, short sales, buying or selling on margin, puts, calls, straddles, options, "letter" or restricted stock, private equity, swaps, commodities, and futures.
14. Transactions between the Sub-Account and the Investment Manager or an affiliate of the Investment Manager acting as "principal" are prohibited.

### **Brokerage Guidelines**

15. The Investment Manager acknowledges and agrees that the Fund is committed to providing opportunities for minority-owned, women-owned, and persons with disabilities owned brokerage firms and shall comply with the applicable terms of the Fund's Brokerage Policy.

**EXHIBIT B  
DISCLOSURES**

**1. Required by Section 1-113.14(c)(3) and (12) of the Pension Code.**

Full disclosure of direct and indirect fees, commissions, penalties, and other compensation, including reimbursement for expenses, that may be paid by or on behalf of the Investment Manager in connection with the provision of services to the Fund.

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**2. Required by Section 1-113.14(c)(5) of the Pension Code.**

A. The name and address of the Investment Manager:

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B. The name and addresses of any entity that is a parent of, or owns a controlling interest in, directly or indirectly, the Investment Manager:

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C. The name and addresses of any entity that is a subsidiary of, or in which a controlling interest controlling interest is owned by, directly or indirectly, the Investment Manager:

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D. The name and addresses of any persons who have an ownership or distributive income share in the Investment Manager that is in excess of 7.5%:

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E. The name and addresses of any persons who serve as an executive officer of the Investment Manager:

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**3. Required by Section 1-113.14(c)(6) of the Pension Code.**

Disclose the names and addresses of all subcontractors and the rate of compensation of each subcontractor. For purposes of this Section, “subcontractor” does not include non-investment related professionals or professionals offering services that are not directly related to investment decisions with respect to assets, such as legal counsel, audit, tax reporting, accounting, actuary, custodian, broker-dealer, proxy-voting services and services used to track compliance with legal standards.

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**4. Required by Section 1-145 of the Pension Code.**

Candidate acknowledges and agrees that, pursuant to Section 1-145 of the Illinois Pension Code, no person or entity shall retain a person or entity to attempt to influence the outcome of an investment decision of or the procurement of investment advice or services of a retirement system, pension fund, or investment board of this Code for compensation, contingent in whole or in part upon the decision or procurement.

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**5. Required by Section 113.21 of the Pension Code.**

Pursuant to Section 1-113.21 of the Pension Code, disclose the number of its investment and senior staff and the percentage of that staff who are a minority person, a woman, a “qualified serviced-disabled veteran”, or a person with a disability; the number of contracts for investment, consulting, professional, and artistic services which the Investment Manager has with a business other than a Minority-Owned Business, Women-Owned Business, Qualified Serviced-Disabled Veteran-Owned Small Business, Qualified Veteran-Owned Small Business, or Business Owned by Person with a Disability, if more than 50% of the services performed pursuant to that contract are performed by a minority person, a women, a veteran, or a person with a disability. “Minority-Owned Business, Women-Owned Business, or Business Owned by Person with a Disability” means as those terms are defined in the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, 30 ILCS 575/2, as amended. “Qualified Serviced-Disabled Veteran-Owned Small Business means as defined in 30 ILCS 500/45-57. “Qualified Veteran-Owned Small Business” means as defined in 30 ILCS 500/45-57. The terms “professional service” and “artistic service” have the same meanings as those terms have in 30 ILCS 500/1-15.60.

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**6. [FOR FUND-OF-FUNDS ONLY] Required by Section 1-113.15 of the Pension Code.**

For fund-of-fund Investment Managers: (a) a description of any fees, commissions, penalties, and other compensation payable, if any, directly by the retirement system, pension fund, or investment board (which shall not include any fees, commissions, penalties, and other compensation payable from the assets of the fund-of-funds or separate account); (b) a description (or method of calculation) of the fees and expenses payable by the IPOPIF to the Investment Manager and the timing of the payment of the fees or expenses; and (c) a description (or method of calculation) of any carried interest or other performance based interests, fees, or payments allocable by the IPOPIF to the Investment Manager or an affiliate of the Investment Manager and the priority of distributions with respect to such interest.

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**7. Required by 30 ILCS 238/20(e).**

Pursuant to 30 ILCS 238/20(e), a description of any process through which the Investment Manager prudently integrates the following sustainability factors into their investment decision-making, investment analysis, portfolio construction, due diligence, and investment ownership in order to maximize anticipated risk-adjusted financial returns, identify projected risk, and execute the Investment Manager's fiduciary duties:

- A. Corporate governance and leadership factors, such as the independence of boards and auditors, the expertise and competence of corporate boards and executives, systemic risk management practices, executive compensation structures, transparency and reporting, leadership diversity, regulatory and legal compliance, shareholder rights, and ethical conduct.
  - B. Environmental factors that may have an adverse or positive financial impact on investment performance, such as greenhouse gas emissions, air quality, energy management, water and wastewater management, waste and hazardous materials management, and ecological impacts.
  - C. Social capital factors that impact relationships with key outside parties, such as customers, local communities, the public, and the government, which may impact investment performance. Social capital factors include human rights, customer welfare, customer privacy, data security, access and affordability, selling practices, and product labeling, community reinvestment, and community relations.
  - D. Human capital factors that recognize that the workforce is an important asset to delivering long-term value, including factors such as labor practices, responsible contractor and responsible bidder policies, employee health and safety, employee engagement, diversity and inclusion, and incentives and compensation.
  - E. Business model and innovation factors that reflect an ability to plan and forecast opportunities and risks, and whether a company can create long-term shareholder value, including factors such as supply chain management, materials sourcing and efficiency, business model resilience, product design and life cycle management, and physical impacts of climate change.
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**8. Required by IPOPIF.**

- A. A description of the process through which the Investment Manager will, within the bounds of financial and fiduciary prudence, integrate the Statement of Principle as defined in [INSERT REFERENCE TO INVESTMENT POLICY OR STANDALONE POLICY] into investment decision-making, investment analysis, portfolio construction, due diligence, and investment ownership; and
- B. Disclosure of any financial support within the prior five (5) calendar years and/or formal involvement with any community, foundation, think tank, or not-for-profit organization that engages in ideologically, politically, or donor driven activities that are inconsistent with the Statement of Principle by each the following:
  - i. The Investment Manager;
  - ii. Any executive officer or shareholder of the Investment Manager;
  - iii. Any parent entity or entity that owns a controlling interest in the Investment Manager; and
  - iv. Any executive officer or shareholder of any parent entity or entity that owns a controlling interest in the Investment Manager.

For purposes of this Subsection, an “executive officer” shall mean any president, director, vice- president in charge of a principal business unit, division or function (such as investment management, marketing, or administration), and any other employee who performs a policy-making role, regardless of the title given to their position.

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**9. Required by IPOPIF’s Procurement Policy for Investment Services.**

Investment Manager shall disclose any compensation or economic opportunity paid to the IPOPIF’s Investment Consultant(s) within the last 24 months. “Compensation” means any money, thing of value, or economic benefit conferred on, or received by, the Investment Consultant in return for services rendered, or to be rendered, by himself, herself, or another. “Economic opportunity” means any purchase, sale, lease, contract, option, or other transaction or arrangement involving property or services wherein the Investment Consultant(s) may gain an economic benefit.

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**10. Required by IPOPIF's Procurement Policy for Investment Services.**

Disclose all political contributions to support candidates for office in Illinois by the candidate firm, its officers, directors, and employees. Investment Manager hereby certifies that all political contributions for all offices in all states by the candidate firm, its officers, directors, and employees were made in accordance with the provisions of, if applicable, the Election Code, 10 ILCS 5/1-1 et seq., as amended, and Section 206 of the Investment Advisors Act of 1940 and SEC Rule 206(4)-5 (16 CFR 275.206(4)-5), as amended.

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**11. Required by IPOPIF.**

Disclose and provide the details of any actions, proceedings, or investigations threatened or pending before any tribunal, arbitrator, court or governmental authority, including without limitation, the SEC, FINRA, any state securities regulatory authority or any other regulatory authority having jurisdiction over the company or its affiliates, against or relating to the company, its affiliates, or the officers or directors of the company or its affiliates claiming or alleging: (i) fraud; (ii) violation of any federal or state securities law, rule, or regulation, or (iii) breach of fiduciary duties.

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**EXHIBIT C**  
**FEE SCHEDULE**

[INSERT FEE SCHEDULE FROM INVESTMENT MANAGER]

- A. The Investment Manager's fees shall be payable quarterly in arrears, and pro-rated for any partial month, at a rate determined by month-end value of the assets as reported by the Custodian in the Sub-Account on the last business day of each month in the quarter. The fees paid to the Investment Manager shall be the sole cost charged to the Fund for the Investment Manager's services.
- B. Neither the Investment Manager nor any of its affiliates will receive any brokerage commissions on the purchase or sale of Fund assets or any other fees or compensation in connection with services provided hereunder.
- C. The Investment Manager represents that no other current client having the same investment objective (other than sub-advisory clients and clients with fees based on performance) obtained prior to or subsequent to the Fund's engagement will be charged a lower fee for managing substantially the same amount of assets in substantially the same manner (determined by reference to assets measured at the end of each calendar quarter). The Investment Manager agrees to promptly notify the Board if it provides more favorable fees to any such other client. Should such lower fees be provided to another client, the Investment Manager agrees that, on the effective date of such an occurrence, the more favorable fee structure shall be applied to this Fund in lieu of this Fee Schedule and the Fund shall be reimbursed for the fees paid, plus interest at the actuarial assumed rate of return adopted by the Board then in effect.
- D. This Fee Schedule shall provide a description (or method of calculation) of any carried interest or other performance based interests, fees, or payments allocable by the Fund to the Investment Manager or an affiliate of the Investment Manager and the priority of distributions with respect to such interest.