Nonprofit Investment Fund Agency Agreement

THIS AGENCY AGREEMENT (this "Agreement") is made effective as of ______________________, 20_____ (the "Effective Date") between __________________________________ [name of Participating Charity], a ____ [state of incorporation] nonprofit public benefit corporation ("Participating Charity"), and SILICON VALLEY COMMUNITY FOUNDATION ("SVCF"), a California nonprofit public benefit corporation.

RECITALS

A. SVCF is organized and operated exclusively for charitable, educational, scientific and religious purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code").

B. SVCF has formed an investment program (the "Nonprofit Investment Program") whereby SVCF may pool its investments with the funds of other charitable organizations for the purposes of investment in accordance with SVCF's investment guidelines set forth on Exhibit A-1 (the "Statement of Investment Policy") and as described in the Investment Disclosure Statement attached ("Disclosure Statement") set forth on Exhibit A-2, each attached hereto and made a part hereof and as the same may be amended from time to time in the sole discretion of SVCF. The purpose of the Nonprofit Investment Program is to allow other charitable organizations to take advantage of economies of scale and diversification made available to SVCF, all in an effort to promote greater efficiency in the operations and to further the charitable objectives of the participating charities, as well as those of SVCF.

C. Participating Charity is organized and is operated exclusively for charitable, educational, scientific and/or religious purposes within the meaning of Section 501(c)(3) of the Code and desires to participate in the Nonprofit Investment Program.

D. Participating Charity desires to participate in the Nonprofit Investment Program in accordance with the percentage investment allocations to specific investment pools (individually, an "Investment Pool" and collectively, the "Investment Pools") indicated on the form submitted by the Participating Charity, set forth as Exhibit B, attached hereto and made a part hereof ("Investment Allocation").

E. SVCF is willing to make available its Nonprofit Investment Program to Participating Charity pursuant to the terms and conditions provided hereunder.

NOW, THEREFORE, in consideration of the premises and the promises and mutual covenants herein contained, Participating Charity and SVCF agree as follows:

1. Assets. Participating Charity shall deliver cash in the amount of $ _______________ ("Initial Deposit") by wire transfer to SVCF's account according to the wire transfer instructions provided by SVCF, or by check made payable to Silicon Valley Community Foundation and mailed to:

By wire transfer:
Wells Fargo Bank, N.A.
420 Montgomery,
San Francisco, CA 94104
ABA No.: 121000248
Account No.: 4124307067
Swift Code: WFBIUS6S
Beneficiary: Silicon Valley Community Foundation, Gifts Account

By check:
Silicon Valley Community Foundation
2440 West El Camino Real, Suite 300
Mountain View, CA 94040
Attn: Grants and Gifts Administration

2. The Initial Deposit and any other cash may be transferred to SVCF by Participating Charity for investment in the Nonprofit Investment Program and any net income or net losses derived from the investment of the foregoing property as provided herein shall be collectively referred to as the "Assets." SVCF cannot accept additions to the Fund from individual donors. The Assets shall constitute a revocable transfer to SVCF, who shall hold the same as agent of Participating Charity and invest the Assets on behalf of Participating Charity in the Nonprofit Investment Program pursuant to the following terms and conditions; it being understood that SVCF does not have the variance power with respect to the Assets, and the Assets shall be at all times the property of Participating Charity, who shall have immediate, unrestricted and exclusive use, benefit and enjoyment thereof.

3. **The Fund**. Upon acceptance of the Assets by SVCF, a fund shall be established on the books of SVCF, which shall be known as the " ____ Fund" (the "Fund") and the Assets shall be deemed held therein for the benefit of Participating Charity. The minimum initial investment for a Participating Charity is $10,000. The Participating Charity shall maintain a $5,000 minimum balance of Assets in the Fund, which Assets shall be subject to the Expenses and Fees as hereinafter defined. SVCF reserves the right to change its Expenses and Fees or minimum balance policy at any time upon written notice to Participating Charity.

4. Nonprofit Investment Program. The Nonprofit Investment Program contemplates an investment strategy more particularly set forth in the Statement of Investment Policy and described in the Disclosure Statement, as the same may be amended or supplemented in writing from time to time by SVCF. The board of directors of SVCF (the "board") has ultimate responsibility for setting the investment objectives of the Statement of Investment Policy and may change the investment objectives of a pool or of the Nonprofit Investment Program without the approval of Participating Charity. The objectives of the Statement of Investment Policy shall at all times be implemented by professional registered investment advisors pursuant to a written agreement between SVCF and such investment advisors to manage the endowment and other funds of SVCF generally and/or the funds that comprise the Nonprofit Investment Program (each an "Investment Pool"); it being understood that the board takes no part in implementing those objectives. Securities trades shall be pursuant to orders issued by said investment advisors and shall be effected by a bank or a broker or dealer registered under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Each Investment Pool shall be held by a third party custodian pursuant to a separate agreement between said custodian and SVCF. Agreements between the investment advisors, bank, broker, dealer or custodian and SVCF shall be collectively referred to as "Third Party Investment Agreements."

5. Authority.

(a) Participating Charity hereby grants to SVCF complete power and authority, on its behalf, as of the Effective Date or, if later, from the first day amounts are allocated to, and/or property is deposited in, the Fund, to cause the Fund to be invested and reinvested, and to supervise the Assets held in the Fund in accordance with the Investment Guidelines in percentages as set forth in the Investment Allocation form, subject, however, to the terms defined in the Investment Allocation form, Exhibit B hereof (it being understood, however, that notwithstanding the Investment Allocation made by Participating Charity, SVCF may hold up to five percent (5%) of the Assets in noninterest bearing cash at any time). In accordance with this grant of authority, SVCF, as Participating Charity's agent with respect to the investment, reinvestment and supervision of the Fund, may, when it deems it appropriate and without prior consultation with Participating Charity, in accordance with the Investment Guidelines, authorize its investment advisors to (i) commit for, buy, sell, exchange, convert and otherwise trade in any stocks, bonds and other securities and (ii) place orders for the execution of such security transactions with or through brokers, dealers, issuers or counterparties all in accordance with the Investment Guidelines.

(b) Participating Charity hereby appoints and authorizes SVCF to act as its agent under this Agreement and the Third Party Investment Agreements with such powers and discretion as are specifically delegated to SVCF by the terms of this Agreement and the Third Party Investment Agreements, together with such other powers as are reasonably incidental thereto. SVCF: (a) shall not have any duties or responsibilities except those expressly set forth in this Agreement and the Third Party Investment Agreements and shall not be a trustee or fiduciary for Participating Charity; and (b) shall not be responsible to Participating Charity for any recital, statement, representation, or warranty (whether written or oral) made in or in connection with any Third Party Investment Agreement or any certificate or other document referred to or provided for in, or received by any of them under, any Third Party Investment Agreement, other than representations and warranties made by SVCF, or for any failure by any party other than SVCF to perform any of its obligations thereunder. SVCF may employ agents and attorneys-in-fact and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it with reasonable care. In all instances under this Agreement, SVCF shall act with such reasonable care and use such business judgment as if it were administering its own investments. SVCF shall be entitled to rely upon any certification, notice, instrument, writing or other communication (including, without limitation, any thereof by telephone or facsimile) believed by it to be genuine and correct and to have been signed, sent or made by or on behalf of the proper person or persons, and upon advice and statements of legal counsel, independent accountants, and other experts selected by SVCF.

6. Withdrawals; Redemption. Participating Charity shall have the right to withdraw all or any portion of the Assets in the Fund at any time upon SVCF's receipt of ten (10) business days written notice of the withdrawal of Participating Charity; provided, however, withdrawals may be made no more than once per week. Notwithstanding the foregoing, withdrawals in excess of $10,000,000 shall require advance written notice of 20 business days. To the extent full redemption is sought by Participating Charity, payment of redemptions shall be made in two separate tranches: 80% of the amount payable to the Participating Charity shall be paid within 15 business days after SVCF receives written instructions of the same (the "Redemption Date"), and the remaining 20% paid within the following 45 business days to ensure that the final redemption payment includes any and all accrued earnings applicable to the Fund.

7. Fees and Expenses. The Fund shall pay its pro rata share of investment management and other fees and costs charged by the investment managers managing the Investment Pools (collectively, the "Fees") and Expenses (as defined and more particularly set forth in Exhibit C, attached hereto).

Consistent with SVCF's obligation to pay fees and expenses with respect to the Nonprofit Investment Program, Participating Charity authorizes the periodic deduction of all Fees and Expenses, due and payable to Silicon Valley Community Foundation in accordance with this Agreement, from the Assets of the Fund, or if at any time the Assets are insufficient to cover Fees and Expenses chargeable to the Fund, Participating Charity agrees to pay and/or reimburse SVCF promptly upon written request thereof.

8. Financial Statements. SVCF shall distribute quarterly financial and other detailed reports to Participating Charity within 30 days of the end of each calendar quarter. Investment performance of the Investment Pools in which Participating Charity has allocated its assets shall be reported on a monthly basis within 30 days of the end of each calendar month. Audited financial statements of SVCF shall be distributed to Participating Charity within 60 days of acceptance of such statements by SVCF.

9. Representations and Warranties.

(a) Participating Charity's Representations, Warranties and Covenants.

(i) Participating Charity represents and warrants that (a) it has received a ruling from the Internal Revenue Service (the "Service") that it is an organization described in Code Section 501(c)(3) and a ruling from the taxing authority in the state of incorporation, if applicable that it is an organization exempt from state income tax; (b) the facts and circumstances forming the basis for the issuance of these rulings have not substantially changed since the date of issuance thereof; and (c) the rulings have not been revoked.

(ii) Participating Charity represents, warrants and covenants that all of the financial benefits accruing to Participating Charity from the investment of the Assets held by the Fund in the Nonprofit Investment Program, less fees and expenses, shall be used only for tax exempt purposes of Participating Charity.

(iii) Participating Charity represents, warrants and covenants that no part of the Assets contributed by Participating Charity to the Fund is or will be attributable to a retirement plan of Participating Charity that provides for employee contributions.

(iv) Participating Charity covenants and agrees that it shall not assign, encumber or otherwise transfer any part of its interest in the Assets or the Fund.

(v) Participating Charity represents and warrants that this Agreement has been duly authorized by requisite action of Participating Charity and has been executed on behalf of Participating Charity by persons authorized to do so on behalf of Participating Charity and the signatures of authorized persons identified and set forth herein are true and accurate in all respects.

(vi) Participating Charity agrees that it shall promptly notify SVCF in writing in the event the Service or the taxing authority in state of incorporation revokes its ruling that Participating Charity is a tax exempt organization described in Section 501(c)(3) of the Code or the state's applicable code provision, as the case may be, or if the Service, the incorporating state's taxing authority or the Attorney General's office has commenced proceedings or an investigation that may result in any of these actions.

(vii) Participating Charity represents and warrants that it has a pre-existing relationship with SVCF or one or more of its staff, officers or directors of the board.

(viii) Participating Charity represents and warrants that it has received and reviewed SVCF's Investment Disclosure Statement and that it enters into this Agreement with full knowledge of the information and disclosures contained therein, including, but not limited to, the disclosures relating to asset valuation, deposits that can be accepted, effect of withdrawals, commingling of assets and no guarantee of investment returns..

(b) SVCF Representations, Warranties and Covenants.

(i) SVCF represents and warrants to Participating Charity that (a) it has received a ruling from the Service that it is an organization described in Code Section 501(c)(3) and a ruling from the California Franchise Tax Board ("FTB") that it is an organization exempt from California income tax under Section 23701d of the California Revenue & Tax Code; (b) the facts and circumstances forming the basis for the issuance of these rulings have not substantially changed since the date of issuance thereof; and (c) the rulings have not been revoked.

(ii) SVCF agrees that it shall promptly notify Participating Charity in writing in the event the Service or the FTB revokes its ruling that SVCF is a tax exempt organization described in Section 501(c)(3) of the Code or Section 23701d of the California R&T Code, as the case may be, or if the Service, the FTB or the Attorney General's office has commenced proceedings or an investigation that may result in any of these actions.

(iii) SVCF represents and warrants that this Agreement has been duly authorized by requisite action of SVCF and has been executed on behalf of SVCF by persons authorized to do so on behalf of SVCF.

10. No Assignment. No persons other than Participating Charity may receive any benefit or privilege in return for a distribution from the Fund; it is understood that no distributions from the Fund shall be used to discharge or satisfy a legally enforceable pledge or obligation of any persons, including members of the board of directors or employees of Participating Charity.

11. Securities Laws. Participating Charity acknowledges that SVCF is not registered with the Securities and Exchange Commission as an investment advisor under the Investment Advisors Act of 1940, as amended (the "Advisors Act") nor as a broker or dealer under the Exchange Act nor is the Fund or the Investment Program or any interests therein registered under any state or federal securities laws and other federal laws that may be applicable to securities, including, but not limited to the Securities Act of 1933, as amended (the "Securities Act") and the Investment Company Act of 1940 (the "Investment Company Act"). Participating Charity acknowledges that, in offering the Nonprofit Investment Program, SVCF is relying on an exemption from registration of the securities laws generally in promoting the Nonprofit Investment Fund, specifically relying on Section 3(a)(4) of the Securities Act, Section 3(c)(10) of the Investment Company Act and comparable California securities law exemptions and Section 12(g)(2)(d) of the Exchange Act, and Section 203(b)(4) of the Advisors Act and comparable California securities law exemptions.

12. Confidentiality. Each party agrees that, except as otherwise set forth in this Agreement or provided by law or unless compelled by an order of a court or any governmental agency requiring disclosure, it shall keep the contents of this Agreement and any information related to the Nonprofit Investment Program and the transactions contemplated thereunder confidential.

13. Control. Notwithstanding any other provision of this Agreement, it is understood and agreed that Participating Charity shall at all times retain the ultimate responsibility for, and control of, all functions performed pursuant to this Agreement and has reserved the right to reasonably direct any action hereunder taken on its behalf by SVCF; it being understood, however, that Participating Charity may not direct the investment of any of the Assets.

14. Indemnity. Each party hereby agrees to indemnify, defend and hold harmless the other party, its directors, officers and employees (collectively, the "party") from and against any and all damages, losses, liabilities, costs and expenses (including attorneys' fees and costs) that they may incur by reason of any untruth, omission or inaccuracy of any representations, warranties, covenants, statements, or agreements contained herein or in any other document any party has furnished to the other in connection with this Agreement. This indemnification includes, but is not limited to, any damages, losses, liabilities, costs and expenses (including attorneys' fees and costs) incurred by any party defending against any alleged violation of federal or state securities laws which is based upon or related to any untruth, omission or inaccuracy of any of the representations, warranties or agreements of the other party contained herein or in any other documents furnished by the other party in connection with this Agreement.

15. No Liability. Notwithstanding SVCF's indemnity obligations provided in Section 14, above, Participating Charity agrees that neither SVCF nor any affiliated person including, but not limited to directors, officers and employees of SVCF shall be liable for, or be subject to any damages, expenses or losses in connection with any act or omission related to or arising out of any services rendered under this Agreement, including, but not limited to, services rendered by any investment manager, except by reason of the gross negligence or willful misconduct of SVCF or its directors, officers or employees related solely to the performance of SVCF's duties under this Agreement.

16. Duration and Termination. This Agreement shall become effective on the Effective Date. Notwithstanding the foregoing, this Agreement may be terminated by either party at any time, upon 30 days written notice to the other party; provided, however, that Sections 8, 10, 12, 13, 14, 15 and this Section 16 shall survive the termination of this Agreement. Upon termination of this Agreement, all Assets less any accrued and unpaid Fees and Expenses shall be returned to Participating Charity in accordance with Section 6, above.

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17. Notice. Any notice required or permitted to be given by this Agreement shall be in writing and shall be deemed given (1) when delivered in person, (2) when dispatched by fax or email (confirmed in writing by postage prepaid first-class air mail simultaneously dispatched), (3) when sent by internationally recognized overnight courier service (with receipt confirmed by such overnight courier service), or (4) when sent by registered or certified mail to the other party at the address of such party set forth below, or at such other address as such party may from time to time specify in writing to the other party in accordance with this Section 17.

If sending notice to Participating Charity:

NAME OF PARTICIPATING CHARITY (ATTN: PRESIDENT)

MAILING ADDRESS

CITY STATE ZIP

EMAIL FAX

If sending notice to SVCF:

Silicon Valley Community Foundation
(Attn: CEO and President)
2440 West El Camino Real, Suite 300
Mountain View, CA 94040
Email: edcarson@siliconvalleycf.org
Fax: 650.450.5401

18. Amendments. No provision of this Agreement may be modified or waived except by an instrument in writing signed by both parties.

19. Miscellaneous.

(i) This Agreement shall be governed by, and construed in accordance with, the laws of the State of California, without regard for the conflicts of laws principle thereof.

(ii) The captions of this Agreement are included for convenience only and shall in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

(iii) Neither party may assign any of its rights or delegate any of its duties under this Agreement.

(iv) If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of this Agreement shall not be affected thereby and shall be deemed to be severable.

(v) This Agreement may be executed in counterparts.

(vi) This Agreement, and the exhibits and other documents referred to herein, contains the entire agreement of the parties and supersedes all prior and contemporaneous negotiations, correspondence, understanding, letters of intent and agreements, whether verbal or written, between the parties regarding the subject matter hereof.

(vii) SVCF is acting solely as agent to Participating Charity for the limited purposes expressly set forth in this Agreement and shall not in any way, for any purpose, be deemed a partner, joint venturer or member of any joint enterprise with Participating Charity.

(viii) Participating Charity hereby agrees that all controversies which may arise between SVCF and Participating Charity concerning any transaction or the construction, performance or breach of any provision of this Agreement, whether entered into prior to, on or subsequent to the date herein, shall be determined by arbitration. Any arbitration shall be held in Santa Clara County, California and shall be governed by the rules of the American Arbitration Association and the laws of the State of California.

20. Status of Silicon Valley Community Foundation. Nothing in this Agreement shall affect the status of SVCF as an organization described in Section 501(c)(3) of the Code.

Nonprofit Investment Fund Agency Agreement

PARTICIPATING CHARITY INFORMATION

NONPROFIT NAME

EIN

BUSINESS PHONE (MAIN PHONE NUMBER)

MAILING ADDRESS

CITY STATE ZIP

FAX

WEBSITE

REFERRED TO SVCF BY

Please use the following fund advisory and fund relationship definitions to complete the "Contact Information" sections below.

Fund Advisory Privileges Definitions:

Fund Advisor: This individual has full advisory privileges over a fund, including disbursement requests, investment recommendations and other fund administration advisory privileges. (This is the highest level of authority.)

Secondary Advisor: This individual also has full advisory privileges over disbursement requests but has no other fund administration advisory privileges. (This is an intermediate level of authority.)

Fund Representative: This individual has access to fund information only but no fund administration advisory privileges to change anything about the fund. (This is the lowest level of authority.)

PARTICIPATING CHARITY BOARD CONTACT INFORMATION

SVCF requires one board member contact for the fund.
(This person may or may not have any fund authority.)

Role: (choose one)

☐ Fund Advisor

☐ Secondary Advisor

☐ Fund Representative

FIRST NAME LAST NAME

TITLE

☐ MR ☐ MS ☐ MRS ☐ DR | ☐ MALE ☐ FEMALE

MAILING ADDRESS ☐ HOME ☐ BUSINESS

CITY STATE ZIP

EMAIL

DIRECT BUSINESS PHONE NUMBER

HOME PHONE

Would you like online access to your fund? ☐ Yes ☐ No
(Online access varies by the role of each contact.)

OTHER PARTICIPATING CHARITY CONTACT INFORMATION

(SVCF recommends your CFO or board treasurer assume this role.)

Role: (choose one)

☐ Fund Advisor

☐ Secondary Advisor

☐ Fund Representative

FIRST NAME LAST NAME

TITLE

☐ MR ☐ MS ☐ MRS ☐ DR | ☐ MALE ☐ FEMALE

MAILING ADDRESS ☐ HOME ☐ BUSINESS

CITY STATE ZIP

EMAIL

DIRECT BUSINESS PHONE NUMBER

HOME PHONE

Would you like online access to your fund? ☐ Yes ☐ No
(Online access varies by the role of each contact.)

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OTHER PARTICIPATING CHARITY CONTACT INFORMATION

(SVCF recommends your CFO assume this role.)

Role: (choose one)

☐ Fund Advisor

☐ Secondary Advisor

☐ Fund Representative

FIRST NAME LAST NAME

TITLE

☐ MR ☐ MS ☐ MRS ☐ DR | ☐ MALE ☐ FEMALE

MAILING ADDRESS

CITY STATE ZIP

EMAIL

DIRECT BUSINESS PHONE NUMBER

HOME PHONE

Would you like online access to your fund? ☐ Yes ☐ No
(Online access varies by the role of each contact.)

OTHER PARTICIPATING CHARITY CONTACT INFORMATION

(optional)

(SVCF recommends your CFO assume this role.)

Role: (choose one)

☐ Fund Advisor

☐ Secondary Advisor

☐ Fund Representative

FIRST NAME LAST NAME

TITLE

☐ MR ☐ MS ☐ MRS ☐ DR | ☐ MALE ☐ FEMALE

MAILING ADDRESS

CITY STATE ZIP

EMAIL

DIRECT BUSINESS PHONE NUMBER

HOME PHONE

Would you like online access to your fund? ☐ Yes ☐ No
(Online access varies by the role of each contact.)

PRIMARY CONTACT

Please select one person from the contacts listed above who should be contacted first for anything concerning the fund. This individual may or may not have full fund advisory privileges.

Name of primary contact: ____

Nonprofit Investment Fund Agency Agreement

Signatures

PARTICIPATING CHARITY BOARD CONTACT SIGNATURE

PRINT NAME

DATE

PARTICIPATING CHARITY CONTACT SIGNATURE

PRINT NAME

DATE

OTHER PARTICIPATING CHARITY CONTACT SIGNATURE

PRINT NAME

DATE

OTHER PARTICIPATING CHARITY CONTACT SIGNATURE

PRINT NAME

DATE

SILICON VALLEY COMMUNITY FOUNDATION SIGNATURE
CHIEF BUSINESS, DEVELOPMENT AND BRAND OFFICER

PRINT NAME

DATE

SPECIAL INSTRUCTIONS:

EXHIBIT B–INVESTMENT OPTIONS AND ALLOCATION

Please indicate how the Participating Charity's Fund will be allocated across the Investment Pools.

________% Long-Term Growth

________% Short-Term

________% Social Impact

________% Balanced

________% Capital Preservation

100 % Total

Future contributions will be invested according to the allocation specified above.

Revision of Investment Allocations. Investment allocations among SVCF's Investment Pools can be changed no more than once per year, unless a significant change in charitable goals or time horizon for expending the Fund occurs and prudence requires a change as determined by the Participating Charity in its reasonable discretion, with the consent of SVCF, which shall not be unreasonably withheld. Changes requested between the first and the 15th of the month will occur in that month. Changes requested between the 16th and the end of the month will occur the following month.

SVCF shall use reasonable efforts to rebalance the Assets held in the Fund to their target allocation set forth in the Investment Allocation form; provided, however, Participating Charity acknowledges and agrees that there may be particular circumstances that arise where, in SVCF's reasonable determination, rebalancing is not prudent, because doing so may generate unnecessary costs or otherwise not be in the best interests of the Fund.

No Guarantee of Investment Return.

(a) Rate of Return. SVCF does not guarantee that Participating Charity will earn a particular rate of return with respect to the investment of its Assets held by the Fund pursuant to this Agreement; rather, Participating Charity will be invested in each Investment Pool in accordance with the Participating Charity's Investment Allocation and will earn the identical return on those assets in a particular Investment Pool that SVCF (and other participating charities) earn with respect to their own respective assets invested in that particular Investment Pool, and thus Participating Charity's Assets will include its pro rata share of each Investment Pool's total investment return. All income and capital gains or losses of the various Investment Pools in which Participating Charity participates shall be allocated to the Fund in the aggregate on a monthly basis.

(b) Diminution of Value. SVCF will not be liable to Participating Charity for any diminution in value of the Assets, including, but not limited to, losses directly or indirectly caused by acts of war, acts of terrorism, labor disputes, exchange or market decisions, including the suspension of trading, market volatility, trade volume, or by government restriction or otherwise, except in the case of losses directly caused by the gross negligence or willful misconduct of SVCF in the performance of SVCF's duties under this Agreement.

Investment Options

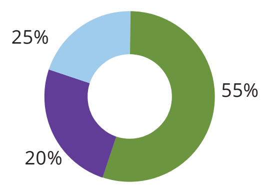
SVCF offers a variety of investment options to meet a range of philanthropic goals and time horizons. As a fund advisor, you may allocate assets to one or more investment pools, and you may change the allocation annually or upon a significant change in distribution goals. Select an allocation that is aligned with your time horizon for investment of the assets. SVCF will maintain your fund's allocation through regular monthly rebalancing.

All pools benefit from purposeful asset allocation, diversification and best-in-class manager selection to achieve the highest returns within an acceptable level of risk. Investments are monitored regularly by SVCF's experienced investment committee, consultant and staff.

HIGHER VOLATILITY

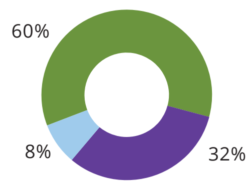
LONG-TERM INVESTMENT OPTIONS — OBJECTIVES AND EXPENSES

Long-Term Growth
7 years or more



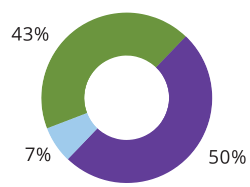
Seeks long-term growth through a diversified portfolio of global stocks, bonds and alternative investment strategies
55% equity, 20% fixed income and 25% alternatives
7%-8% average annual return objective
1.00%-1.10% estimated annual investment expenses

Social Impact
7 years or more



Seeks long-term growth and positive social or environmental impact through a diversified investment portfolio
60% equity, 32% fixed income and 8% alternatives
6.5%-7.5% average annual return objective
0.75%-0.85% estimated annual investment expenses

Balanced
3-7 years

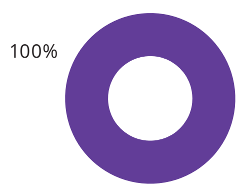


Seeks moderate growth and risk through a balanced portfolio of global stocks, bonds and alternative investment strategies
43% equity, 50% fixed income and 7% alternatives
6%-6.5% average annual return objective
0.70%-0.80% estimated annual investment expenses

LOWER VOLATILITY

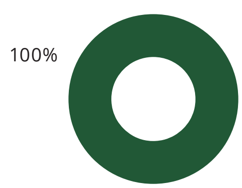
SHORT-TERM INVESTMENT OPTIONS — OBJECTIVES AND EXPENSES

Short-Term
1-3 years



Seeks to outperform money market returns through a portfolio of mostly U.S. short-term bonds
100% U.S. and global fixed income
2%-2.5% average annual return objective
0.20%-0.30% estimated annual investment expenses

Capital Preservation
1 year or less



Seeks to preserve capital through a portfolio of cash equivalents
100% money market securities and certificates of deposit
0.25%-0.80% average annual return objective
0.10%-0.20% estimated annual investment expenses

Return objectives are net of fees over full market cycles of seven years or more. Actual returns will fluctuate and may be negative from year to year. Alternative investments include hedge funds, private equity and real assets, which are included to enhance returns, dampen volatility and hedge against inflation. Estimated expenses include investment management, consulting, administration and custody. Expenses do not include those of managers within fund-of-funds, carried interest, incentive fees and the support fee charged by SVCF. Expenses are subject to change in response to portfolio changes.

Contact SVCF at donate@siliconvalleycf.org or 650.450.5444 if you have questions or need additional information on underlying investments or historical performance.

Nonprofit Investment Fund Agency Agreement

EXHIBIT C–FEE SCHEDULE

Fees and Expenses

Support Fees: SVCF has incurred and will continue to incur on behalf of Participating Charity and the Nonprofit Investment Program certain professional expenses related to the Nonprofit Investment Program's operations, including, but not limited to, any legal, accounting or professional fees and related charges. SVCF may incur certain costs for the compensation of staff responsible solely for the performance of the administrative and other services rendered on behalf of Participating Charity or the Nonprofit Investment Program as provided under this Agreement (collectively, "Support Fees").

Investment Management Expenses: The Fund shall pay its pro rata share of investment management and certain professional expenses related to the operation of the Investment Pools, including, but not limited to, custody, consulting, audit, regulatory compliance, legal or professional fees and related charges (collectively, "Expenses").

Calculation and Payment of Fees and Expenses

(i) Support Fees due from Participating Charity shall be payable monthly between the first and fifth business day of the month and shall be calculated as a percentage of Assets in accordance with the schedule of fees set forth below, which may be amended, from time to time, in the sole discretion of SVCF.

(ii) The Fund shall be assessed a pro rata share of Expenses on a monthly basis, based on the Fund's percentage of Assets in each Investment Pool.

(iii) Fees and expenses shall be prorated based on the number of days the Fund is under management by SVCF during the previous month.

(iv) Participating Charity is subject to a minimum annual support fee of $250.

Annual Support Fees:

1.00%	on funds up to $1 million
0.75%	flat rate on funds over $1 million
0.50%	flat rate on funds over $5 million

Investment Management Expenses (as of December 31, 2017):

1.11%	Long-Term Growth Pool
0.86%	Social Impact Pool
0.74%	Balanced Pool
0.25%	Short-Term Pool
0.16%	Capital Preservation Pool

Statement of Investment Policy

CONTENTS

Statement of Investment Policy

STATEMENT OF INVESTMENT POLICY

1. Introduction

This document presents the investment process of Silicon Valley Community Foundation's (SVCF) endowment and donor advised investment pools, including investment objectives, asset allocation, investment restrictions and review procedures (collectively, the "policy"). There are six distinct investment pools covered by this policy: the Endowment Pool, the Long-Term Growth Pool, the Social Impact Pool, the Balanced Pool, the Short-Term Pool and the Capital Preservation Pool (collectively, the "pools").

It is intended that the objectives of endowed and non-endowed funds be met through the use of an appropriate combination of these pools. Each pool is invested in order to achieve its return objective while assuming an appropriate level of risk.

For endowed funds, the primary objective is to preserve the fund's purchasing power through asset growth that is at least equal to the spending policy currently in effect plus the rate of inflation.

2. Investment Responsibilities

The investment committee has the responsibility for recommending to the board of directors the establishment and modification of all elements of this policy, and overseeing its execution. Once approved by the board, the investment committee, community foundation staff, the investment consultant and investment managers will be charged with implementing this policy.

3. Investment Committee Responsibilities

- Establish an overall investment philosophy and guiding principles for the development of investment strategy and process.
- Ensure that roles and responsibilities are clear, decision making is efficient and void of biases and policies and procedures are effective.
- Establish the investment pool structure that will be offered to donors, including the number of pools and the risk level of each.
- Establish the asset allocation targets, permitted ranges and re-balancing strategy for each pool.
- Oversee the process of investment manager selection in accordance with the strategic asset allocation set forth in this policy.
- Establish appropriate performance benchmarks and metrics of success for each pool.
- Monitor the investment performance of each pool and each manager versus the manager's benchmark, using reports prepared by the investment consultant.
- Monitor the appropriateness of each manager's investment strategy given SVCF's overall investment strategy, philosophy and objectives.
- Oversee the process of monitoring manager portfolios to ensure compliance with this policy, its guidelines and restrictions.
- Monitor investment expenses.
- Monitor evolving opportunities and perils arising from changing conditions in global capital markets.
- Review this policy on an ongoing basis and recommending changes as necessary or desirable.

4. Community Foundation Staff Responsibilities

- Implement the investment policy and decisions of the investment committee.
- Conduct periodic review of investment consulting services and fees, and recommend investment.
- Supervise and direct the investment consultant selection to the investment committee consultant to ensure that all elements of this policy are followed, including the sourcing and selection of investment managers.
- Approve temporary exceptions to the guidelines/ restrictions when requested by investment managers. This will be done with the advice of the investment consultant. The investment committee will be notified of any manager requests and SVCF's decision to approve or reject an exception.
- Evaluate pool performance against peer groups and report to the investment committee.
- Develop investment committee agendas and materials in coordination with the committee chair and investment consultant.
- Assist fund advisors in selecting appropriate investment pool allocations.
- Communicate investment information and results to fundholders and key constituents.

5. Investment Consultant Responsibilities

- Actively provide advice and recommendations regarding asset allocation strategy, manager selection, rebalancing, market conditions and any other matters relevant to achieving the objectives of each investment pool.
- Maintain an inclusive process for sourcing, evaluating and recommending investment managers across race, ethnicity and gender. Annually report to SVCF the number of diverse managers evaluated, recommended and hired across consultant's client base.
- Assist staff and the investment committee with their responsibilities.
- Monitor this policy and actively recommending changes as needed
- Monitor each investment manager's ownership structure and investment personnel. Replace or terminate managers when appropriate and report changes to staff and the investment committee.
- Monitor each investment manager for adherence to this policy as well as to the manager's stated investment style. Replace or terminate managers when appropriate and report changes to staff and the investment committee.
- Meet in person with each of SVCF's active investment managers at least once per year.
- Advise staff and assist with all aspects of manager transitions, adding or withdrawing cash from the pools and re-balancing.
- Monitor and report investment performance results for each pool, asset class and manager against specified benchmarks.

6. Investment Manager Responsibilities

Managers are expected to follow the prudent investor guidelines that are widely used in the investment management industry. These include, but are not limited to, fiduciary standards described in the Uniform Prudent Investor Act (UPIA), the Uniformed Prudent Management of Institutional Funds Act (UPMIFA) and the Global Investment Performance Standards (GIPS) that are promulgated by the Investment Performance Council of the CFA Institute. As fiduciaries, all managers are expected to uphold the highest ethical standards and to carry out their investment responsibilities in order to promote the best interests of SVCF. Specific duties include:

- Immediately report any findings against the firm or its principals, either by the SEC or any other regulatory authority. In addition, any lawsuits brought against the firm or its principals related to the manager's business activities must be reported immediately to SVCF.
- Prepare quarterly written statements, including actions taken in the portfolio and expected changes in the portfolio.
- For managers of commingled funds, provide their proxy voting record to SVCF no less than annually. Separate account managers should vote all proxies to increase shareholder value unless directed by SVCF to do otherwise.
- Attend meetings with the consultant, staff and committee as needed.
- Immediately communicate all pertinent changes in the manager's firm to the investment consultant and to SVCF. This includes, but is not limited to:
    - Changes in personnel involved in SVCF's relationship
    - Changes in ownership
    - Changes in senior investment professionals' responsibilities
    - Changes in investment style or process
- Adhere to the investment strategy or style for which the manager was selected.
- Execute all transactions in the best interests of the clients. This usually involves obtaining the best net realized price for a purchase or a sale. It also includes using commissions to obtain research or other services that are expected to enhance both the investment process and the returns.
- The requirements listed above apply to all community foundation managers. **Appendix B** of this document contains additional restrictions, organized by asset class, which apply only to separate account managers as commingled vehicles are not governed by SVCF's policy but by their prospectus or offering document. Separate account managers are responsible for immediately reporting in writing any violations of the guidelines and restrictions as set forth in **Appendix B**.

7. Spending Policy

SVCF has adopted investment and spending polices for endowment assets that are consistent with the Uniform Prudent Management of Institutional Funds Act (UPMIFA) adopted by California on September 30, 2008. These policies work together to attempt to provide a predictable stream of funding to programs supported by endowment funds while seeking to maintain the purchasing power of the endowment assets. Both policies are reviewed and approved annually by the board of directors. To support the spending rate determined by the board while also maintaining purchasing power, the necessary long-term rate-of-return objective relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).

In determining the amount to appropriate for spending, or accumulation, the board shall consider, if relevant, all of the following factors:

1. The duration and preservation of the endowment fund,
2. The purposes of the foundation and the fund,
3. General economic conditions,
4. Effects of inflation and deflation,
5. Expected total return from income and appreciation,
6. The foundation's other resources, and
7. The foundation's investment policy.

8. Investment Philosophy

SVCF believes that strong, consistent investment returns are best produced by maintaining a disciplined investment process over time. The guiding principles underpinning the investment process emphasize a well-diversified asset allocation strategy, use of highly talented investment managers and a long-term point of view.

SVCF's investment pools are constructed in such a way as to achieve return objectives while minimizing volatility to the degree possible. This is best accomplished through the use of a well-diversified asset allocation strategy.

There is significant evidence that long-term investors do not benefit from attempting to earn returns through short-term asset class forecasts or market timing. As a result, SVCF has adopted a strategic long-term asset allocation for each pool. Over time, each pool will remain invested in percentages that are targeted to those called for in the strategic allocation. The current strategic asset allocation, including targets and acceptable ranges for the investment pools, is outlined in **Appendix A**.

Within each asset class, SVCF seeks to earn the most efficient rate of return possible (after investment expenses Investments will be well diversified by investment style and strategy. Style/strategy diversification will increase the probability over three- to five-year time periods that SVCF will achieve its investment goals and reduce volatility. SVCF has adopted specific requirements and restrictions for each asset class. These are described in **Appendix B**.

Investment managers must demonstrate the ability to meaningfully outperform an appropriate benchmark over a full market cycle which may cover a decade or more. SVCF is willing to invest with smaller, newer or less proven investment teams when they demonstrate exceptional talent and sound operational practices. When such managers cannot be identified, or have been identified but are closed to taking new capital, index funds will be utilized.

9. Performance Objectives

In order to achieve the objectives stated in the introduction to this policy, SVCF's endowment funds seek to earn a rate of return that is at least equivalent to the rate of inflation plus the spending rate. Given that this benchmark is not directly related to market performance, success or failure in achieving this goal should be evaluated over 10 to 20 years.

In order to evaluate the performance of the non-endowment pools and the investment managers over shorter time periods, SVCF has also adopted a market benchmark for each pool and each manager. For each pool as a whole, the total portfolio benchmark ("policy benchmark") will consist of a suitable index for each asset class used. These indices will be weighted on a monthly basis according to SVCF's strategic asset allocation targets for the pool, as listed in **Appendix A**.

SVCF's goal, over each five-year time period, is to earn a rate of return for each pool that exceeds the benchmark return after investment management fees have been deducted.

10. Administrative and Review Procedures

Each investment pool will be periodically re-balanced first from net cash flows in and out of the pool and then by liquidations from over-funded managers at the recommendation of the investment consultant. SVCF staff and the investment consultant will perform the above review at least monthly.

The investment committee will review the performance of each pool's assets at each quarterly meeting with the assistance of the investment consultant and SVCF staff.

These reviews will include:

- Review of each pool's asset allocation to assure compliance with this document.
- Review of performance against the benchmarks set forth in this document.
- Review of performance against various peer group surveys.

APPENDIX A–STRATEGIC ASSET ALLOCATION & PORTFOLIO BENCHMARKS

1. SVCF has adopted the strategic asset allocation strategies listed in this appendix for each of the investment pools. All figures listed here refer to an asset class's percentage of the total of the respective pool. Within donor advised funds, donors may recommend the asset allocation between the pools.

2. For charities participating in the Nonprofit Investment Program, the charity is responsible for the asset allocation decision between the pools. SVCF shall use reasonable efforts to rebalance the assets held in the charity's fund to their target allocation set forth in the investment allocation form; provided, however, that participating charity acknowledges and agrees that there may be particular circumstances that arise where, in SVCF's reasonable determination, rebalancing is not prudent, because doing so may generate unnecessary costs or otherwise not be in the best interests of the charity's fund. In the event the fund remains outside of its investment allocation targets for a period of two months or more, a full report of the actions taken or not taken by community foundation shall promptly be made to the participating charity.

3. The minimum and maximum weights listed here represent the acceptable allocation ranges for each asset class. Actual asset allocation will be compared to these ranges on a monthly basis. In the event that the allocation to a particular asset class falls outside of acceptable range, the pool will be re-balanced so that all asset classes are within their permitted allocations.

4. These tables also list a market benchmark for each asset class, which is used to construct a total portfolio benchmark for each pool based on the strategic asset allocation listed here. Each manager will be compared to the asset class benchmark listed here along with a market index that more closely reflects the manager's investment style where appropriate. Furthermore, managers will be evaluated based on the volatility of their results compared to the benchmark and to an appropriate universe of their peers.

5. Please note that peer universes generally confirm the conclusions reached by comparing results to an appropriate market benchmark. Furthermore, as peer universes always include strategies that vary considerably and cannot themselves be purchased inexpensively, SVCF places more value on benchmark comparisons.

6. Finally, the time horizon for evaluating managers will vary considerably and is a function of the interaction between a manager's investment philosophy and market conditions at different points in time. Furthermore, SVCF does not evaluate its managers purely on the basis of performance as issues such as stability of personnel, investment discipline and the quality of a manager's ongoing security selection decisions are also among the factors to be considered.

Statement of Investment Policy

Endowment Pool

This pool has a broad target allocation of 50% equity, 15% fixed income and 35% alternative investments. It is designed for donor restricted or board designated endowment funds.

Asset Class	Target	+/-	Min.	Max.	Benchmark
U.S. Large/Mid Cap Equity	16.0%	± 3%	13.0%	19.0%	S&P 500
U.S. Small Cap Equity	5.0%	± 2%	3.0%	7.0%	Russell 2000
International Developed Markets Equity	14.0%	± 3%	11.0%	17.0%	MSCI EAFE
International Emerging Markets Equity	5.0%	± 3%	2.0%	8.0%	MSCI Emerging Markets Free
Global Equity	10.0%	± 3%	7.0%	13.0%	MSCI ACWI
Aggregate Bonds	4.0%	± 3%	1.0%	7.0%	Barclays Capital U.S. Aggregate
Treasury Inflation Protected Securities (TIPS)	4.0%	± 3%	1.0%	7.0%	Barclays Capital U.S. Treasury: U.S. (TIPS)
U.S High-Yield Bonds	3.0%	± 3%	0.0%	6.0%	Merrill Lynch High Yield Master
Global Bonds	4.0%	± 3%	1.0%	7.0%	Citigroup World Government
Hedge Funds	20.0%	± 5%	15.0%	25.0%	60% MSCI ACWI 40% Barclays Capital U.S. Aggregate
Real Assets/Real Estate	5.0%	± 5%	0.0%	10.0%	50% DJ/AIG Commodity Index 50% NCREIF Property Index[1]
Private Equity[2]	10.0%	± 5%	5.0%	15.0%	S&P 500 + 500 bps

1. Please note that the NCREIF Property Index is available quarterly and with a considerable time delay. Therefore, estimates will be used for each month which will then be changed to actual figures once they are released.
2. Assets that have not been committed to or called by private equity managers will be allocated to the publicly traded equity portfolio based on SVCF's strategic weights to those classes.

Statement of Investment Policy

Long-Term Growth Pool

This pool has a broad target allocation of 55% equity, 20% fixed income and 25% alternative investments. It is designed for funds with a long-term spending horizon of seven or more years, and is generally appropriate for funds intended to be fully expended over the donor's lifetime.

Asset Class	Target	+/-	Min.	Max.	Benchmark
U.S. Large/Mid Cap Equity	19.0%	± 3%	16.0%	22.0%	S&P 500
U.S. Small Cap Equity	6.0%	± 2%	4.0%	8.0%	Russell 2000
International Developed Markets Equity	16.0%	± 3%	13.0%	19.0%	MSCI EAFE
International Emerging Markets Equity	6.0%	± 3%	3.0%	9.0%	MSCI Emerging Markets Free
Global Equity	8.0%	± 3%	5.0%	11.0%	MSCI ACWI
Aggregate Bonds	7.0%	± 3%	4.0%	10.0%	Barclays Capital U.S. Aggregate
Treasury Inflation Protected Securities (TIPS)	3.0%	± 3%	0.0%	6.0%	Barclays Capital U.S. Treasury: U.S. TIPS
U.S High-Yield Bonds	4.0%	± 3%	1.0%	7.0%	Merrill Lynch High Yield Master
Global Bonds	6.0%	± 3%	3.0%	9.0%	Citigroup World Government
Hedge Funds	15.0%	± 5%	10.0%	20.0%	60% MSCI ACWI 40% Barclays Capital U.S. Aggregate
Real Assets/Real Estate	5.0%	± 5%	0.0%	10.0%	50% DJ/AIG Commodity Index 50% NCREIF Property Index[1]
Private Equity[2]	5.0%	± 5%	0.0%	10.0%	S&P 500 + 500 bps

Social Impact Pool

This pool has a broad target allocation of 60% equity, 32% fixed income and 8% alternative investments. It is designed for funds with a long-term spending horizon of seven or more years. Investment managers integrate environmental, social and corporate governance (ESG) factors into the decision-making process when evaluating prospective investments.

Asset Class	Target	+/-	Min.	Max.	Benchmark
U.S. Large/Mid Cap Equity	24.0%	± 3%	21.0%	27.0%	S&P 500
U.S. Small Cap Equity	7.0%	± 3%	4.0%	10.0%	Russell 2000
International Developed Markets Equity	21.0%	± 3%	18.0%	24.0%	MSCI EAFE
International Emerging Markets Equity	8.0%	± 3%	5.0%	11.0%	MSCI Emerging Markets Free
Aggregate Bonds	14.0%	± 3%	11.0%	27.0%	Barclays Capital U.S. Aggregate
Treasury Inflation Protected Securities (TIPS)	5.0%	± 3%	2.0%	8.0%	Barclays Capital U.S. Treasury: U.S. TIPS
Opportunistic Credit	5.0%	± 2%	3.0%	7.0%	Citigroup Gov/Credit 1-3 Yr
Global Bonds	8.0%	± 3%	5.0%	11.0%	Citigroup World Government
Real Assets/Real Estate	3.0%	± 3%	0.0%	3.0%	50% DJ/AIG Commodity Index 50% NCREIF Property Index[1]
Private Equity[2]	5.0%	± 3%	2.0%	8.0%	S&P 500 + 500 bps

1. Please note that the NCREIF Property Index is available quarterly and with a considerable time delay. Therefore, estimates will be used for each month which will then be changed to actual figures once they are released.
2. Assets that have not been committed to or called by private equity managers will be allocated to the publicly traded equity portfolio based on SVCF's strategic weights to those classes.

Statement of Investment Policy

Balanced Pool

This pool has a broad target allocation of 43% equity, 50% fixed income, and 7% alternative investments. It is designed for funds with a spending horizon of three to seven years or for funds seeking less exposure to equities and alternatives.

Asset Class	Target	+/-	Min.	Max.	Benchmark
U.S. Large/Mid Cap Equity	15.0%	± 3%	12.0%	18.0%	S&P 500
U.S. Small Cap Equity	5.0%	± 2%	3.0%	7.0%	Russell 2000
International Developed Markets Equity	14.0%	± 3%	11.0%	17.0%	MSCI EAFE
International Emerging Markets Equity	5.0%	± 3%	2.0%	8.0%	MSCI Emerging Markets Free
Global Equity	4.0%	± 3%	1.0%	7.0%	MSCI ACWI
Aggregate Bonds	24.0%	± 3%	21.0%	27.0%	Barclays Capital U.S. Aggregate
Treasury Inflation Protected Securities (TIPS)	7.0%	± 3%	4.0%	11.0%	Barclays Capital U.S. Treasury: U.S. TIPS
U.S High-Yield Bonds	5.0%	± 3%	2.0%	8.0%	Merrill Lynch High Yield Master
Global Bonds	14.0%	± 3%	11.0%	17.0%	Citigroup World Government
Hedge Funds	7.0%	± 5%	2.0%	12.0%	60% MSCI ACWI 40% Barclays Capital U.S. Aggregate

Short-Term Pool

This pool has a target allocation of 100% fixed-income securities. It is designed for funds with a spending horizon of one to This pool has a target allocation of 100% fixed income securities. It is designed for funds with a spending horizon of one to three years or for funds seeking to avoid equities and alternatives.

Asset Class	Target	+/-	Min.	Max.	Benchmark
Short-Term Bonds	70.0%	± 5%	65.0%	75.0%	Citigroup Government/Credit 1-3 Yr
Treasury Inflation Protected Securities (TIPS)	15.0%	± 3%	12.0%	18.0%	Barclays Capital U.S. Treasury: U.S. TIPS
Global Bonds	15.0%	± 5%	10.0%	20.0%	Citigroup World Government

Capital Preservation Pool

This pool is designed to preserve principal and provide current income and liquidity by investing in high quality, short-term financial instruments, including money market instruments and bank certificates of deposit. It is designed for funds seeking stability or for that portion of a fund that is to be distributed within one year.

Asset Class	Target	Min.	Max.	Benchmark
Money Market Securities	50.0%	50.0%	100.0%	U.S. Treasury Bills
Bank CDs	50.0%	0.0%	50.0%	U.S. Treasury Bills

APPENDIX B–ASSET CLASS GUIDELINES & RESTRICTIONS

SVCFhas adopted the following guidelines and restrictions for each asset class as listed in **Appendix** A. Therefore, the descriptions below apply to each pool to the extent that a particular asset class is included in that pool.

Please note that the guidelines/restrictions listed below do not apply to community foundation investments in commingled vehicles as commingled vehicles are not governed by SVCF's policy but by their prospectus or offering document. However, SVCF will generally seek to use commingled vehicles that largely comply with these restrictions and the investment consultant is responsible for noting situations in which a commingled fund is not in compliance with these guidelines.

1. Domestic Equity (Large/Mid/Small Capitalization)

- The domestic equity portfolio will be diversified according to economic sector, industry, number of holdings and other investment characteristics. However, it is recognized that any actively managed portfolio will not be as diversified as the market. To produce overall diversification, equity managers will be selected to employ different management strategies, which together achieve the desired degree of diversification.
- Domestic equity managers are permitted to hold up to 10% of their portfolio in American Depository Receipts ("ADRs") or foreign domiciled companies whose equity securities are traded in U.S. markets.
- No more than 7% at cost or 10% at market of a manager's portfolio may be held in the securities of a single issuer.
- SVCF does not apply strict rules to define small, mid or large capitalization stocks. However, it is expected that the weighted average market capitalization of each managers' portfolio will be within 25% of their primary market benchmark.
- Short selling of securities is prohibited.
- Derivative instruments such as financial futures and options may not be used without the prior approval of SVCF.
- A manager may only deviate from these guidelines with the advance permission of SVCF.

2. International Equity (Developed and Emerging)

- The following definitions should be used to distinguish between developed and emerging markets securities:
  - International Developed Equity: Listed equity securities traded on developed non-U.S. markets. Developed markets are defined as those included in MSCI's EAFE index plus Canada.
  - Emerging Markets Equity: Listed equity securities traded on emerging non-U.S. markets. Emerging markets are defined as any market not included in MSCI's EAFE index plus Canada.
- The portfolio will be diversified according to economic sector, industry, number of holdings and other investment characteristics. However, it is recognized that any actively managed portfolio will not be as diversified as the market. To produce overall diversification, equity managers will be selected to employ different management strategies, which together achieve the desired degree of diversification.
- For managers who are hired to invest in developed markets, securities within the portfolio must be held in a minimum of three countries at all times with no more than 30% of the portfolio to be held in emerging markets countries. For managers hired to invest in emerging markets, securities within the portfolio must be held in a minimum of three countries at all times.
- No more than 7% at cost or 10% at market of the portfolio may be held in the securities of a single issuer.
- Short selling of securities is prohibited.
- Currency exposure may be hedged back to the U.S. dollar. The decision to hedge is left to the manager's discretion.

3. Alternative Investments

In order to enhance portfolio results, SVCF may elect to invest in alternative investment strategies such as hedge funds, real estate, real assets and private equity. These investments are made with the intention of raising portfolio returns and/or lowering total volatility. At present, all of these investments are made via limited partnerships and commingled funds. Therefore, restrictions are established by the offering documents for each investment.

4. U.S. Fixed Income

- The duration of the portfolio should be within 25% of the duration of the manager's market benchmark.
- The portfolio may invest in the following classes of fixed-income securities:
  - Bonds or notes issued by the U.S. Government or a U.S. Government Agency backed by the full faith and credit of the U.S. Government
  - Mortgage-backed securities
  - Corporate bonds issued in the U.S. and denominated in U.S. dollars
  - Asset-backed securities
  - Non-U.S. bonds or notes issued by either foreign governments or corporations, subject to the limitations noted below
- Investment grade bond managers are expected to maintain an average quality rating for their portfolio that does not fall below an S&P rating of AA-. High-yield bond managers are expected to maintain an average quality rating for their portfolio that does not fall below an S&P rating of B-. For the purpose of calculating average quality ratings, securities issued or fully backed by the full faith and credit of the U.S. Government shall be considered AAA.
- For investment grade managers, up to 20% of the portfolio's duration weight may be held in below investment grade securities.
- Up to 25% of the portfolio's duration weight may be held in the securities of foreign issuers. It is expected that the preponderance of the currency exposure associated with these holdings will be hedged.
- No more than 5% at market of the portfolio may be held in the securities of a single corporate issuer. This restriction does not apply to securities issued by the U.S. Government or a U.S. Government Agency backed by the full faith and credit of the U.S. Government.
- Derivative instruments may be utilized by the manager in order to obtain more efficient exposure to a specific type of security. However, at no time may derivative instruments be used to leverage the portfolio. In addition, it is expected that a manager will have thoroughly tested the behavior of the derivative instrument under a variety of market conditions before purchasing the instrument for the portfolio.

5. Global Fixed Income

- The duration of the portfolio should be within 25% of the duration of the manager's market benchmark.
- The portfolio may invest in the following classes of fixed-income securities issued by U.S. or non-U.S. entities:
  - Government bonds or notes
  - Mortgage-backed securities
  - Corporate bonds issued in the U.S. and denominated in U.S. dollars
  - Asset-backed securities
- The manager is expected to maintain a weighted average quality rating for the portfolio that does not fall below an S&P rating of AA-. For the purpose of calculating average quality ratings, securities issued or fully backed by the full faith and credit of the U.S. Government shall be considered AAA.
- Up to 20% of the portfolio's duration weight may be held in below investment grade securities.
- No more than 5% at market of the portfolio may be held in the securities of a single corporate issuer.
- Derivative instruments may be utilized by the manager in order to obtain more efficient exposure to a specific type of security. However, at no time may derivative instruments be used to leverage the portfolio. In addition, it is expected that a manager will have thoroughly tested the behavior of the derivative instrument under a variety of market conditions before purchasing the instrument for the portfolio.

6. Cash and Equivalents

- A key objective for cash investments is to maintain price stability at all times, although this is not guaranteed.
- The weighted average maturity of the money market securities segment of the portfolio will generally be less than or equal to 90 days. CDs will be purchased using a laddered approach to maturities, which could involve the use of longer maturities, although this portfolio will be structured to maintain adequate liquidity for the pool as a whole.
- Within the money market securities segment, the portfolio will generally invest its assets in money market securities that are in the highest ratings categories for short-term instruments. Furthermore, the fund may invest in the following:
  - Obligations of the U.S. Government (including its agencies and instrumentalities)
  - Short-term corporate debt securities of domestic and foreign corporations
  - Obligations of domestic and foreign commercial banks, savings banks, and savings and loan associations
  - Commercial paper

APPENDIX C–HEDGE FUND PORTFOLIO GUIDELINES

The purpose of these guidelines is to define performance objectives and allow risk within the hedge fund portfolio to be monitored and controlled. These guidelines will be subject to ongoing review and modification as SVCF's strategy evolves.

Portfolio Goals

The hedge fund portfolio seeks to earn a competitive long-term return with volatility that is below that of a traditional equity/fixed-income portfolio whose mix would be attractive for a long-time horizon investor. At this time, the hedge fund portfolio will be structured to emphasize this goal, as opposed to those that emphasize low volatility or low correlation to markets.

Investment Objectives

The long-term objectives of the hedge fund portfolio are as follows (please note that all comparisons will be based on results that are net of fees):

- The overall objectives are, in order of importance: (1) return generation (2) moderation of portfolio volatility and (3) capital preservation.
- The primary return objective is to earn annualized returns that exceed a 60/40 market proxy where equities (60%) are measured using the MSCI All Country World Index and fixed-income (40%) is measured using the Barclays Capital Aggregate Index. This is to be measured over three- to five- year periods.
- Volatility of the hedge fund portfolio is generally expected to be no more than that of the same 60/40 market proxy per annum measured over rolling 36-month periods.
- Beta to the MSCI All Country World Index is generally expected to be no more than 0.5 measured over rolling 36 month periods.
- As a further objective, the hedge fund portfolio's results will also be compared to the HFRI Fund of Funds Index plus 1% in order to measure results relative to the aggregate hedge fund industry.

Guidelines

1. The portfolio will have a target of 60% direct manager allocations and 40% fund of funds. Once the direct portfolio is established, these weights will not be allowed to vary by more than plus or minus 10 percentage points. If the portfolio's exposure falls outside of the permitted range at any time, it will be rebalanced no later than the next liquidity date for the managers within these segments of the portfolio.

2. The portfolio will be well diversified by manager and strategy and will initially utilize the targets and permitted ranges listed on page 2. If the portfolio's exposure falls outside of the permitted range at any time, it will be rebalanced no later than the next liquidity date for the managers within that segment of the portfolio. Furthermore, each segment of the portfolio will be compared to the index listed in the table below.

Category	Target	Min.	Max.	Benchmark
Equity Long/ Short[a]	50.0%	43.0%	57.0%	HFRI Equity Hedge Index
Credit and Structured Credit[b]	25.0%	18.0%	32.0%	HFRI Distressed/Restructuring Index
Multi-Strategy[c]	10.0%	5.0%	15.0%	HFRI Multi-Strategy Index
Opportunistic[d]	15.0%	10.0%	20.0%	50% HFRI Macro/Index 50% HFRI Event Driven Index

a. Equity Long/Short consists of global, regional and sector-focused long/short strategies.

b. Credit and Structured Credit consists of long/short strategies that span a broad array of sectors and quality with an emphasis on the fixed-income markets.

c. Multi-Strategy includes event driven, distressed, value equity and risk arbitrage strategies.

d. Opportunistic includes macro and opportunistic value with investments ranging across the capital structure and/or allocations that are primarily driven by top-down economic or market analysis.

Guidelines, cont.

3. No investment with a direct manager can represent more than 10% of the hedge fund portfolio. If a manager's weight exceeds this level, rebalancing will take place no later than the next possible liquidity date for that firm.

4. The direct managers held within the hedge fund portfolio will provide liquidity on no less than an annual basis and at least one quarter of the assets will be available on a semi-annual or more frequent basis. In addition, no more than one-third of the hedge fund assets can be locked up at any given time. SVCF will elect to exclude side-pocket investments when this option exists.

5. Market risk will be monitored on a quarterly basis by reviewing net exposure to equities and credit across the hedge fund portfolio.

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Board Approval
Adopted by the board of directors July 2007
Amended and approved December 2008
Amended and approved June 2009
Amended and approved December 2009
Amended and approved December 2010
Approved without amendment December 2011
Amended and approved December 2012
Amended and approved December 2013
Amended and approved December 2014
Amended and approved December 2015
Amended and approved December 2016
Amended and approved December 2017