INPRS

INDIANA PUBLIC RETIREMENT SYSTEM

REQUEST FOR PROPOSALS ("RFP") for

Domestic Small Cap Equity Management

RFP NUMBER 14-03

RELEASE DATE: January 20, 2014

DEADLINE FOR INQUIRIES: January 30, 2014, BY 3:00 PM EST

DEADLINE FOR SUBMISSION: February 18, 2014, BY 3:00 PM EST

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SECTION 1 – INTRODUCTION

1.1 Title

Request for Proposals ("RFP") for investment management services for a separate account with a **Domestic Small Cap Equity mandate** for the Indiana Public Retirement System ("INPRS" or the "System")

1.2 Overview of Request for Domestic Small Cap Equity Management

INPRS is soliciting proposals from all qualified investment firms who wish to be considered as an investment manager to provide the following:

Portfolio management services for **Domestic Small Cap Equity** mandate within INPRS' strategic allocation to Public Equities, as described in Section 3 - Scope of Services.

1.3 INPRS Background

1.3.1 History

INPRS was established by statute in 2011 as an independent body corporate and politic. The System is not a department or agency of the state but is an independent instrumentality exercising essential government functions. INPRS was established by legislation to manage the retirement funds of certain public employees throughout the State of Indiana.

INPRS administers seven Defined Benefit ("DB") plans. Public Employees' Retirement Fund ("PERF"), effective July 1, 1945, was initially created to provide pension benefits for Indiana residents who chose to work for the State of Indiana. Since then, the following five additional funds have been created:

- 1977 and 1985 Judges' Retirement System ("JRS");
- 1977 Police Officers' and Firefighters' Pension and Disability Fund ("1977 Fund");
- State Excise Police, Gaming Agent, Gaming Control Officer and Conservation Enforcement Officers' Retirement Plan ("C&E Plan");
- Legislators' Retirement System ("LRS");
- Prosecuting Attorneys' Retirement Fund ("PARF")

INPRS also administers Indiana State Teachers' Retirement Fund ("TRF"), created in 1921 by the Indiana General Assembly. TRF provides retirement benefits for public school teachers and other teaching professionals who work for state-funded institutions.

These seven funds (PERF, TRF, JRS, 1977 Fund, C&E Plan, LRS, and PARF) are managed separately and administered by INPRS. For additional information regarding INPRS and the funds detailed above, please access: http://www.in.gov/inprs/.

1.3.2 Investments

INPRS manages approximately $29 billion dollars. INPRS has an assumed rate of return on invested assets of 6.75%. INPRS' investment portfolio currently consists of:

Asset Class	**Target Allocation**	**Target Range**
Public Equity	22.5%	20.0% to 25.0%
Private Equity	10.0%	7.0% to 13.0%
Fixed Income – Ex Inflation-Linked	22.0%	19.0 to 25.0%
Fixed Income – Inflation –Linked	10.0%	7.0% to 13.0%
Commodities	8.0%	6.0% to 10.0%
Real Estate	7.5%	4.0% to 11.0%
Absolute Return	10.0%	6.0% to 14.0%
Risk Parity	10.0%	5.0% to 15.0%

Strategic Investment Solutions, Inc. (SIS) is INPRS' investment consulting firm and assisted in the preparation of this RFP and will consult on the evaluation of responses.

1.3.3 Public Equity Portfolio

The public equity portfolio is a diversified equity portfolio managed by a number of active and passive managers with domestic and international mandates.

1.4 Issuer

INPRS is issuing this RFP in accordance with Indiana statutes governing the procurement of services and certain administrative policies of INPRS. The staff of INPRS has prepared the content of this RFP. One (1) copy of this RFP may be provided free of charge from INPRS or an electronic copy may be obtained from the following website: http://www.in.gov/inprs/quoting.htm. Additional copies are available at the rate of $0.10 per page.

1.5 Contacts

Inquiries from Respondents are not to be directed to any staff or member of the Board of Trustees of INPRS, except as outlined in *Section 1.6* of this RFP. Such unauthorized communication(s) may disqualify Respondent from further consideration. INPRS reserves the right to discuss any part of any response for the purpose of clarification. Respondents will be given equal access to any communications about the RFP between INPRS and other Respondents.

1.6 Inquiries about the RFP for INPRS

All inquiries and requests for information affecting this RFP must be submitted by email to the contact below no later than due dates outlined in *Section 1.16* of this RFP.

Stanton Lanman
Procurement Officer
procurements@inprs.in.gov

INPRS reserves the right to judge whether any questions should be answered in writing and copies will be posted to the INPRS website.

If it becomes necessary to revise any part of this RFP or provide additional interpretation of a provision, an addendum will be posted to the INPRS website prior to the due date for proposals. If such addendum issuance is necessary, the Procurement Officer may extend the due date and time of the proposals to accommodate such additional information requirements, if necessary.

1.7 Invitation to Submit Proposals

All proposals must be **emailed no later than February 18, 2014 at 3:00 PM EST to procurements@inprs.in.gov**. Each Respondent must also submit one hard copy and one electronic copy (preferably PDF) of the Respondent's proposal on CD. Please mark one of the electronic responses as an original. This electronic copy labeled original will be considered the official submission. The proposal must be clearly marked "Response to RFP 14-03 for Domestic Small Cap Equity Management" with a postmark no later than February 18, 2014 and addressed/delivered to:

Stanton Lanman
Procurement Officer
Indiana Public Retirement System
One North Capitol, Suite 001
Indianapolis, IN 46204

Any proposal received after the due date will not be considered. Any late proposals will be returned to the Respondent unopened within thirty (30) days of filing upon request.

1.8 Modification or Withdrawal of Offers

Responses to this RFP may be modified or withdrawn in writing (by facsimile or mail), if modifications are received prior to the date specified for receipt of proposals. The Respondent's authorized representative may also withdraw the proposal in person, with proper identification and execution of a receipt for the proposal. Modification to or withdrawal of a proposal received after the date specified for receipt of proposals will not be considered.

INPRS may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, INPRS will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected as deemed

necessary by INPRS. Major errors or omissions, such as the failure to include prices, will not be considered by INPRS as a minor errors or omission and may result in disqualification of the proposal from further evaluation.

1.9 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Indiana's Access to Public Records Act ("APRA"), IC 5-14-3 et seq., and, after the contract award, the entire RFP file, may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to APRA must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of such envelope that confidential materials are included. The Respondent must also specify the applicable statutory exception. If the Respondent does not specifically identify the statutory exception(s), INPRS will NOT consider the submission confidential. Furthermore, if INPRS does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may either reject the proposal or consider the merits of the proposal without honoring the confidentiality requested. INPRS does not accept blanket confidentiality exceptions for the totality of the proposal. INPRS does not consider pricing to be confidential information. INPRS reserves the right to make determinations of confidentiality. Any objection to INPRS' confidentiality determination may be raised with the Indiana Public Access Counselor.

1.10 RFP Response Costs

INPRS accepts no obligation for costs incurred by Respondents in preparation of a proposal or any other costs incurred in anticipation of being awarded a contract.

1.11 Proposal Life

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date specified above. Any proposal accepted by INPRS for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by INPRS.

1.12 Taxes

INPRS is exempt from federal, state, and local taxes. INPRS will not be responsible for any taxes levied on the Respondent as a result of any contract resulting from this RFP.

1.13 Secretary of State Registration

Before an out-of-state corporate Respondent can do business with INPRS, the Respondent must be registered with the Indiana Secretary of State. If an out-of-state corporate Respondent does not have such registration at present, the Respondent should contact:

Secretary of State of Indiana
Corporations Division
302 West Washington Street, E018

Indianapolis, IN 46204
(317) 232-6576

For the necessary registration application form, or it can be accessed via the internet at http://www.in.gov/icpr/2362.htm. It is each Respondent's responsibility to register prior to the initiation of any contract discussions, but registration is not a requirement to submit a response.

1.14 Discussion Format

INPRS reserves the right to conduct discussions, either oral or written, with those Respondents determined by INPRS to be reasonably viable to being selected for award. INPRS also reserves the right to seek clarification to resolve issues as deemed necessary by INPRS.

1.15 Compliance Certification

Responses to this RFP serve as a representation that the Respondent and its principals, have no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and Respondent agrees that it will immediately notify INPRS of such actions should they arise. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees, or other statutory, regulatory, or judicially required payments to the State of Indiana. The Respondent agrees that INPRS may initiate a background check on the Respondent and/or its principals in order to confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that INPRS may bar the Respondent from contracting with INPRS, cancel existing contracts, withhold payments to set off such obligations, and withhold further payments or purchases until the entity is current in its liability to the State of Indiana and has submitted proof of such payment to INPRS.

1.16 Summary of Milestones

The following is the expected timeline for this solicitation:

ACTIVITY	EXPECTED DATE
Release of RFP	**January 20, 2014**
Respondent's Inquiry Period Ends	**January 30, 2014, 3:00 P.M. (EST)**
Answers to Inquiries Published to Website	**February 4, 2014**
Respondent Electronic RFP Submissions Due	**February 18, 2014, 3:00 P.M. (EST)**
Discussion and/or site visits (if necessary)	**February/March 2014**
Selection of Manager(s)	**April/May 2014**

SECTION 2 – PROPOSAL CONTENT REQUIREMENTS

2.1 General Instructions

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is documented in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below.

A complete proposal will include the following:

- Electronic submissions as per the guidelines in *Section 1.7* of this RFP.
- Hard copy submission of a transmittal letter (with the information in *Section 2.2* of this RFP).
- Hard copy submission of a business proposal (with the information and attachments described in *Section 2.3* of this RFP).
- Hard copy submission of a fee proposal (with the information in *Section 2.4* of this RFP).
- Original hard copy and a CD ROM of the entire proposal.

2.2 Transmittal Letter

The transmittal letter must be in the form of a letter and address the following topics:

2.2.1 Identification of RFP

The transmittal letter must first identify the RFP title and number.

2.2.2 Identification of Manager

The transmittal letter must identify the following information:

- Respondent Name
- Street Address
- City
- State
- ZIP
- Contact Name
- Phone
- Email

2.2.3 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested services. The letter must also contain a statement indicating the Respondent's willingness to provide the requested services subject to the terms and conditions set forth in the RFP, including INPRS's standard contract clauses.

2.2.4 Signature of Authorized Representative

An authorized representative of the Respondent must sign the transmittal letter. Respondent personnel signing the transmittal letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section must contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.2.5 Other Information

Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 Business Proposal

The business proposal must contain the required information and be organized under the specific section titles as listed below.

2.3.1 Executive Summary

Provide a high level description of the proposed scope of services.

2.3.2 Relevant Experience

See Appendix C Questionnaire.

2.3.3 Organizational Capability

Describe the Respondent's organizational capability to provide the scope of work described in *Section 3* of this RFP. To demonstrate organizational capability, provide the following:

i. Personnel
See Appendix C Questionnaire.

ii. Registration to do Business
Respondents proposing to provide services required by this RFP are required to be registered to do business within the state with the Indiana Secretary of State. The contact information for this office may be found in *Section 1.13* of this RFP. This process must be concluded prior to contract negotiations with INPRS. It is the Respondent's responsibility to successfully complete the required registration with the Secretary of State. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

iii. Financial Statements and Quality Assurance Report
This section must include the Respondent's financial statements, including an income statement and balance sheet for each of the two most recently completed

fiscal years. In addition, please provide a copy of the Respondent's most recent financial statement audit report

2.3.4 Required Questionnaire, Appendix C

Complete the questionnaire, Appendix C.

- **2.3.5 Investment Management Agreement**

Appendix A.2 of this RFP is the base investment management agreement that will be used if an award is made. Any or all portions of this document are incorporated by reference as an addendum to the final contract. The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this RFP in this section. Additionally, if the Respondent wishes to include or change any language in the base agreement being submitted, proposed language should be included in this section in the form of an amendment to the base investment management agreement. It should be noted that *Appendix A.1* of this RFP includes the essential clauses that are non-negotiable.

2.3.6 Assumptions

List any assumptions made by the Respondent in developing the response to this RFP, including INPRS responsibilities.

2.4 Fee Proposal

Please provide a detailed fee proposal. Fee calculations/formulas shall assume U.S. dollars. The Services and asset thresholds detailed in SECTION 3 – SCOPE OF SERVICES of this RFP are the basis for the proposed fees. The proposed fees shall include all costs for providing Services to INPRS as described and shall be guaranteed through the contract term. In no case will the final fee be higher than the fee contained in the Proposal. Payment of fees shall be quarterly in arrears. Please answer the "Investment Vehicles, Fees, & Terms" portion of the Questionnaire.

FAILURE TO SUBMIT A DETAILED FEE PROPOSAL MAY ELIMINATE A RESPONDENT'S ORGANIZATION FROM CONSIDERATION.

SECTION 3 – SCOPE OF SERVICES

INPRS' target allocation to Public Equity is currently set at 22.5% or approximately $5.7 billion. Allocation to the **Domestic Small Cap Equity** strategy ("Small Cap Strategy") will be approximately $350 million.

The objective of this RFP is to identify those respondents with the expertise, track record, and resources to invest in **Domestic Small Cap Equity** securities on behalf of INPRS. It is expected that **one or two** managers will be retained. Qualified firms should submit a response to the aforementioned service benchmarked to the **Russell 2000 Index or Russell 2000 Value Index or Russell 2000 Growth Index or Russell Microcap Index.**

The firm and/or portfolio manager must:

1. Utilize an active management strategy that seeks to achieve higher risk-adjusted returns, net of fees, than the benchmark. The expectation is the strategy outperforms the benchmark at least 150 bps annually, net of fees over a market cycle, and has a higher Sharpe ratio than the benchmark.
2. Have a verifiable ten-year performance track record for the Small Cap Strategy or other domestic strategies managed by the same team.
3. Have a current lead portfolio manager or co-portfolio managers that have managed the Small Cap Strategy for the last five years.
4. Have a low turnover ratio in the Small Cap Strategy, preferably less than 50% annually in the last three years.
5. Have a high active share in the Small Cap Strategy, preferably greater than 75% in the last three years.
6. Have a concentrated portfolio in the Small Cap Strategy, preferably the average number of holdings is less than 100 stocks and top 10 holdings is greater than 20% of the portfolio.
7. Be directly responsible for the management of the account and all personnel responsible for the account must be employees of the firm.
8. Have a minimum of $500 MM in assets under management within the Small Cap Strategy.
9. Have a capacity of at least $150MM in the Small Cap Strategy.
10. Have either employee ownership or demonstrate significant personal investment in the Small Cap Strategy by the investment team.
11. Agree to comply with INPRS' Investment Policy Statement, effective January 1, 2014, and as may be amended from time to time.

Mandates that utilize a separate account structure will also require a Sudan and Terror States compliance screen as defined in IC 5-10.2-9 and IC 5-10.2-10 and performed by a vendor on INPRS' behalf.

SECTION 4 – CONTRACT AWARD

Based on the results of this process, the qualifying proposal(s) determined to be the most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for contract award. If, however, INPRS decides that no proposal is sufficiently advantageous, INPRS may take whatever further action is deemed best in its sole discretion, including making no contract award. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, INPRS

may begin contract preparation with the next qualified Respondent or determine that it does not wish to award a contract pursuant to this RFP.

INPRS reserves the right to discuss and further clarify proposals with any or all respondents. Additionally, INPRS may reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

The Executive Director or his designee(s) will, in the exercise of his/her discretion, determine which proposal(s) offer the best means of servicing the interests of INPRS. The exercise of this discretion will be final.

4.1 Length of Contract

The term of the contract entered into under this RFP shall be for an initial period of five (5) years, beginning from the date of final execution of contract. There may be one (1) or more renewals under the same terms and conditions at INPRS' option up to the length of the original term. Total contract period shall not exceed ten (10) years.

4.2 Evaluation Criteria

INPRS has selected a group of qualified personnel to act as an evaluation team. The procedure for evaluating the responses against the evaluation criteria will be as follows:

- Each response will be evaluated on the basis of the criteria listed below.
- Based on the results of the evaluation, the Proposal or Proposals determined to be most advantageous to INPRS, taking into account all of the evaluation factors, may be selected by INPRS for further action.
- In addition, the evaluation team will consider other factors they believe to be material for this selection.

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements in an efficient, cost-effective manner, taking into account quality of service with minimal tolerance for error.

Specific criteria include:

1. Performance
   - Returns on risk-adjusted basis, e.g. Information Ratio and Sharpe Ratio
2. Investment Process
   - Well defined and consistent process
3. Organizational Characteristics
   - Ownership structure
   - Short-term and long-term business strategy
4. Investment Professionals
   - Integrity, depth, experience, and stability of the responsible investment team
5. Risk Management
   - Risk controls, resources and oversight
6. Experience with providing service to public plans
7. Competitive fee structure
8. Portfolio characteristics: turnover ratio, active share, and other metrics.

All Proposals will be reviewed by members of INPRS and/or its investment consultant, Strategic Investment Services, Inc. INPRS reserves the right to award a contract to the firm(s) which, in its sole opinion, will be most advantageous to the System. INPRS is not required and will not be obligated to award this contract to the firm with the lowest cost.

References may be contacted. It is possible that finalists will be interviewed by persons participating in the selection process.

APPENDIX A – SAMPLE INVESTMENT MANAGEMENT AGREEMENT

The following sample contract is the base investment management agreement that will be used if an award is made. It is the expectation of INPRS that the Respondent will review the sample agreement and provide desired changes to INPRS at the time of submittal of a proposal. Desired changes are unlikely to be added unless INPRS determines in its sole discretion that the performance of services under the agreement is dependent upon such changes.

If Respondent wishes to amend any term or change any language in the base agreement being submitted, proposed language should be included in the business proposal in the form of an amendment to the base agreement. See *paragraph 2.3.6* of this RFP for the applicable section of the business proposal. For each proposed revision, the Respondent should indicate that the change is required by the Respondent in any contract resulting from this RFP and why it is required or indicate that the change is desired (but not required) by the Respondent in any contract resulting from this RFP.

If a required change is unacceptable to INPRS, the Respondent's proposal may be considered unacceptable. It should be noted that *Appendix A.1* of this RFP includes the essential clauses that are non-negotiable.

The Respondent is required to clearly identify and explain any exception that it desires to take to any of the terms and conditions of this Solicitation in the business proposal. The evaluation of a proposal may be negatively affected by exception taken by the Respondent to any part of this Solicitation, and INPRS reserves the right, in its sole discretion, to refuse to consider any exception that is not so identified in the Respondent's proposal.

APPENDIX A.1 – ESSENTIAL CLAUSES

Essential Clauses in the System's Investment Management Agreement

As part of the Request for Proposal (RFP) process, you are required to review the Indiana Public Retirement System's (the "System") boilerplate investment management agreement and submit comments with your proposal. The following clauses are non-negotiable. If you believe that a clause will affect your risk of liability, you should adjust your bid price accordingly.

(Section 17) Indemnification
The System will not agree to any modification that limits Manager's responsibility to indemnify the System as described in this Section. The Indiana Attorney General has opined that any agreement requiring the System to indemnify Manager is a violation of the Indiana Constitution and against public policy. In addition, the System will not agree to any modification that limits the System's ability to recover damages or limits Manager's liability as described in the contract.

(Section 18 (H)) Investigations and Complaints
As part of the System's fiduciary and due diligence obligations, this is an essential clause in the System's contracts. The System will not accept material changes to this provision.

(Section 21) Record Retention and Inspection
The System will not agree to any provision eliminating this requirement or requiring the System records to be retained for less than applicable law, including Indiana's public records retention schedule.

(Section 22) Confidentiality
Although the System is subject to Indiana's public records laws, many of the System records are confidential public records that cannot be disclosed. In addition, the Indiana Attorney General requires the Social Security disclosure clause in all State of Indiana contracts.

(Section 25) Nondiscrimination
The Indiana Attorney General requires this provision in all State of Indiana contracts. The System will not agree to limit Manager's liability under this provision, nor will the System agree to substitute Manager's discrimination policy for the requirements under this Section.

(Section 26(B)) Laws and Ethics
The Indiana Attorney General requires this provision in all State of Indiana contracts. Manager and its agents must abide by the ethical requirements set forth in Indiana Code, including provisions regarding the telephone solicitation of customers. As the System is subject to the jurisdiction of the State Ethics Commission and State ethics rules, the System will not agree to delete these provisions.

(Section 28) Governing Laws
The contract must be governed by the laws of the State of Indiana, and suit, if any, must be brought in a state court of jurisdiction in the state of Indiana. As a quasi-governmental agency, the System is protected by the Eleventh Amendment of the United States Constitution, which guarantees that state governments hold sovereign immunity and are immune from federal lawsuits initiated by citizens of another state. The System will not agree to any provision that can be construed as waiving the System's Eleventh Amendment rights.

(Section 29) Disputes
The System will not agree in advance to any binding resolution clauses, except those of the State of

Indiana courts; however, the System may agree to alternative dispute resolution options, should a dispute arise.

(Section 38) Maintaining a Drug-Free Workplace; Drug-Free Workplace Certification
To ensure compliance with the Governor of Indiana's executive order on drug-free workplaces, these provisions are required in all the System contracts. The System will not accept any modifications of the language under this Section.

(Section 39) Audit
The System is subject to audits by the Indiana State Board of Accounts. Therefore, the System will not accept any substantive modifications to the language under this Section.

(Section 44) Minority and Women's Business Enterprise Compliance
Indiana law requires this provision in all System contracts. In the event Manager uses a subcontractor to complete services pursuant to this contract, Manager must visit the Indiana Department of Administration's Web site, which contains a list of subcontractors registered as Minority Business Enterprises and/or Women's Business Enterprises. If a subcontractor who performs services required under the contract is listed on the Web site, Manager must give that subcontractor the opportunity to bid. If Manager does not use a subcontractor to complete services pursuant to this contract, Manager will be unaffected by this provision.

Additional contract provisions to which the System will not agree:

- Any provision requiring the System to provide insurance or an indemnity;
- Any provision requiring the contract to be construed in accordance with the laws of any state other than Indiana;
- Any provision requiring suit to be brought in any state other than Indiana;
- Any mandatory dispute resolution other than the courts;
- Any provision requiring the System to pay taxes;
- Any provision requiring the System to pay penalties, liquidated damages, interest, or attorney fees;
- Any provision modifying the statute of limitations;
- Any provision relating to a time in which the System must make a claim;
- Any provision requiring payment in advance, except for rent; and
- Any provision limiting disclosure of information in contravention of the Indiana Access to Public Records Act

Acknowledgement

We have reviewed and agree to the System's mandatory contract provisions.

Signature: _____

Name:_____

Title:_____

Company: «Company_Name»

Date: _____

APPENDIX A.2 - INVESTMENT MANAGEMENT AGREEMENT

THIS INVESTMENT MANAGEMENT AGREEMENT ("Management Agreement") is effective as of _______(the "Effective Date") by and between **Indiana Public Retirement System,** a public pension fund organized under Indiana law ("INPRS" or the "System"), and _____ ("Manager").

WHEREAS, the System has determined that it is in the best interests of System, its members and beneficiaries to form an agreement with Manager to invest and manage certain assets administered by System; and

WHEREAS, Manager desires to provide such investment and management services to the System;

NOW, THEREFORE, in consideration of the above-stated recitals, the mutual promises, covenants, representations, and conditions contained herein, and the mutual benefits to be derived therefrom, the System and Manager agree as follows.

1. Term

This Management Agreement shall be for a period of _____ (__) years. It shall commence as of the date the last party executes this Management Agreement, and shall continue in full force and effect for _____ (__) years from the effective date. Notwithstanding Section 16 of this Management Agreement, unless otherwise terminated, modified, or renewed in writing by the parties, this Management Agreement will automatically renew on a month-to-month basis after the termination date for a period not to exceed _____ (__) months.

2. Definitions, Gender and Number

For purposes of this Management Agreement, capitalized terms shall have the meanings set forth in this Section. In this Management Agreement, unless the context otherwise requires, the masculine, feminine, and neuter genders and the singular and plural include one another.

A. Agents. "Agents" means any of Manager's employees, agents, or representatives providing services in connection with this Management Agreement. "Agents" does not include independent service providers, including, but not limited to, broker/dealers and securities pricing services.

B. Authorized Instructions. "Authorized Instructions" means all the directions and instructions to Manager from any Authorized Person.

C. Authorized Persons. "Authorized Persons" means the personnel named in writing by the System who have the authority to advise, inform, and direct Manager on the System's behalf.

D. Board. "Board" means the Board of Trustees of the System.

E. Claims. "Claims" means any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to, attorneys' fees and costs), judgments, fines, and penalties of any nature whatsoever that may be brought against the System in connection with the performance of this Management Agreement.

F. Custodian. "Custodian" means the System's designated custodian bank, at which the System shall establish a Sub-Account pursuant to Section 8, for transactions involving the Managed Assets allocated to Manager by the Board for investment and management.

G. Disclosure Statement. "Disclosure Statement" means Manager's Securities and Exchange Commission Form ADV, Part II.

H. Effective Termination Date. "Effective Termination Date" means the date on which work under this Management Agreement will formally cease, as specified in any notice of termination delivered by the System to Manager.

I. Investment Guidelines. "Investment Guidelines" means the investment policies, guidelines, standards, and objectives set forth in the System's current Investment Policy Statement ("IPS"), a copy of which is attached hereto as Exhibit E and incorporated herein in its entirety, and the scope of services enumerated within this Management Agreement.

J. Legal Requirements. "Legal Requirements" means all foreign, international, federal, state, county, and local laws, and regulations, ordinances, registrations, filings, approvals, authorizations, consents and examinations which may apply to the System or Manager in relation to their performance under this Management Agreement.

K. Managed Assets. "Managed Assets" means those securities, bonds, instruments, documents, Agreements and cash owned by the System that the Board, in its sole discretion, may from time to time allocate to Manager and that Manager manages and invests for the System's benefit pursuant to the terms of this Management Agreement, together with all interest, earnings, accruals, capital growth, and any and all other additions, substitutions, and alterations thereon or thereto.

L. Standard of Care. "Standard of Care" refers to the standard governing Manager's performance as a fiduciary of the System under this Management Agreement and requires Manager to discharge each of its duties and exercise each of its powers under this Management Agreement with the care, skill, prudence, and diligence that an expert acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character with like aims.

M. Sub-Account. "Sub-Account" means the custody account that the System shall establish with its Custodian referencing Manager's name for the deposit of the Managed Assets, and the accounting of transactions related thereto, separately from the System's other assets.

N. System Records. "System Records" means all records related to the Managed Assets, including, but not limited to, any pertinent transaction, activity, time sheets, cost, billing, accounting and financial records, proprietary data, electronic recordings, and any other records created by Manager or its Agents in connection with this Management Agreement.

3. Appointment of Manager and Acceptance of Appointment

The System hereby appoints Manager as a fiduciary of the System and authorizes Manager to invest and manage the Managed Assets using a [mandate], with the [benchmark] Index as the performance benchmark. Manager hereby accepts such appointment, assumes full responsibility for the investment and management of the Managed Assets, and agrees to execute its duties according to the terms, conditions, and standards set forth in this Management Agreement. The Manager's specific investment mandate and

benchmark shall be determined in accordance with Exhibit A attached hereto and incorporated by reference herein.

4. Standard of Care

Manager acknowledges that this Management Agreement places it in a fiduciary relationship with the System. As such, Manager is held to the Standard of Care, as defined in Section 2 of this Management Agreement. Manager shall cause any and all of its Agents to exercise the same Standard of Care. Manager shall be liable to the System for any Claim that arises from or relates to any failure by Manager or any of its Agents to exercise this Standard of Care.

5. Limited Status as Agent

Manager shall be deemed the agent of the System for the sole and limited purpose of managing the Managed Assets. This Management Agreement is not intended and shall not be construed to create the relationship of servant, employee, partnership, joint venture, or association as between the System and Manager. For all purposes, including, but not limited to, Workers' Compensation and unemployment liability, Manager understands and agrees that all persons furnishing services pursuant to this Management Agreement are deemed employees solely of Manager and not of the System.

6. Authorized System Personnel

Upon execution of this Management Agreement, the System shall provide Manager with a list of Authorized Persons who will be permitted to advise, inform, and direct Manager on the System's behalf, together with signature specimens of certain Authorized Persons who may execute specific tasks under this Agreement, attached hereto as Exhibit D and incorporated herein in its entirety. The list of Authorized Persons and any changes to such list shall be made in writing to Manager and signed by the System's Director or the Director's designee. Until notified of any such change and subject to the provisions of Section 7 below, Manager may rely on and act upon instructions and notices received from an Authorized Person identified on the then-current list furnished by the System. In the event the System fails to designate an Authorized Person, Manager shall take direction solely from the Executive Director.

7. Authorized Instructions

All Authorized Instructions shall be in writing and transmitted by first class mail, private express courier, facsimile, or other authenticated electronic transmissions; provided, however, that Manager may, in its discretion, accept verbal Authorized Instructions subject to written confirmation of same from such Authorized Person. Such Authorized Instructions shall bind Manager upon receipt. If Manager receives instructions or notices from a source other than an Authorized Person, Manager shall not comply with them and shall immediately notify the System's Chief Investment Officer in writing of such unauthorized instructions or notices. Manager is authorized and shall exercise its discretion in extraordinary situations when communications with an Authorized Person cannot be achieved to proceed with the disposal of securities to prevent exceptional loss of value to the System.

8. Custody of Managed Assets

The System shall instruct its Custodian to establish a separate Sub-Account and maintain the Sub-Account in a manner that enables Custodian to account for the Managed Assets, and transactions with respect thereto, separately from the System's other assets. Ownership of the Managed Assets shall remain with the System. Manager shall not, under any circumstances, take possession, custody, title, or ownership of any Managed Assets. Manager shall not have the right to have securities in the Sub-Account

registered in its own name or in the name of its nominee, nor shall Manager in any manner acquire or become possessed of any income or proceeds distributable by reason of selling, holding, or controlling any Managed Assets in the Sub-Account. Accordingly, Manager shall have no responsibility with respect to the collection of income, physical acquisition, or the safekeeping of the Managed Assets. All such duties of collection, physical acquisition, or safekeeping shall be the sole obligation of Custodian.

9. Investment Duties of Manager

As a fiduciary, Manager shall have discretion to manage, invest, and reinvest the Managed Assets in the Sub-Account according to the terms of this Management Agreement, the IPS, the Investment Guidelines, and all applicable laws, rules, and regulations governing the investment of such assets.

A. Investment Guidelines. Manager shall have the authority to make such purchases, sales, exchanges, and/or deliveries, or to direct Custodian to make such purchases, sales, exchanges, and/or deliveries of securities or other property or interests or part-interests therein, as Manager may deem appropriate, subject to the Investment Guidelines and written modifications to the Investment Guidelines. See Exhibit E, attached hereto and incorporated by reference herein. Manager hereby acknowledges that it has reviewed and is familiar with the Investment Guidelines. Manager further acknowledges and understands that the System may periodically revise the Investment Guidelines and, in such event, Manager agrees to be bound by any such revisions upon receipt of written notice from the System.

B. Trading Procedures. All transactions authorized by this Management Agreement shall be settled through the System's Custodian, which shall retain sole possession of and have complete custodial responsibility for the Managed Assets. Manager shall be the sole entity to notify and instruct Custodian on orders that Manager places for the sale or purchase of any Managed Assets and the management or disposition of such Managed Assets, and on the purchase or acquisition of other securities or property for the Sub-Account. Manager shall provide Custodian with such trade information as Custodian may require to effect settlement, within the time frames as Custodian may designate. The System shall provide Manager with Custodian's detailed procedures and settlement instructions upon execution of this Management Agreement.

C. Broker/Dealers. Manager shall have complete authority and discretion to establish accounts with one or more duly registered broker/dealers. Consistent with ensuring the safety of the Managed Assets, Manager shall engage in a prudent and diligent broker/dealer selection process. Manager shall ensure that all orders are placed with only reputable, qualified, and financially-sound broker/dealers. Manager's primary objective shall be to select broker/dealers that will provide the most favorable net price and execution for the Sub-Account, but this requirement shall not obligate Manager to recommend any broker/dealer solely on the basis of obtaining the lowest commission rate if the other standards set forth herein are satisfied. Notwithstanding the foregoing, Manager shall not place orders with any broker/dealer which: (i) the System has by written notice to Manager deemed unsuitable for the System trades; (ii) is affiliated with an investment consultant that provides non-brokerage related services to the System; or (iii) is affiliated with Manager. Manager acknowledges that it has received a list of such broker/dealers from the System as of the effective date of this Management Agreement. Manager agrees to be bound by any subsequent changes to such list upon receipt of written notice from the System. See Exhibit C, attached hereto and incorporated by reference herein.

D. Trade Confirmation and Settlement. Manager shall instruct all broker/dealers executing orders to forward to Custodian copies of all brokerage confirmations promptly after execution of transactions. Where a transaction is eligible for settlement through the Depository Trust

Company's Institutional Delivery System, Manager shall use such Institutional Delivery System for trade confirmation and settlement. Manager shall cooperate with the System's Custodian and other parties to the trade to promptly resolve any trade settlement discrepancies or disputes.

E. Discretionary Rights and Powers Affecting the Managed Assets. The Board and Authorized Persons agree that they shall, or shall instruct Custodian to, promptly transmit to Manager all written information Custodian receives concerning the Managed Assets held in the Sub-Account, including without limitation, conversion rights, subscription rights, warrants, options, pendency of calls, maturities of securities, expirations of rights, tender and exchange offers, and any other right or power requiring a discretionary decision by Manager. Manager shall be responsible for timely directing Custodian with respect to the exercise of such rights and/or powers where Manager has actual knowledge of same, whether by written notice or otherwise. The Board and Authorized Persons shall also instruct Custodian to place and hold all securities in good deliverable form to facilitate transfer upon sale.

10. Sub-Account Reconciliation

Upon request and to the extent possible, the System's Custodian shall provide Manager with on-line access to the Sub-Account. In addition, the System's Custodian shall provide Manager with periodic financial statements of the Sub-Account as Manager may reasonably request. The System acknowledges that Manager does not assume any responsibility for the accuracy of any information furnished by the System or its Custodian. Manager shall, however, cooperate with the System and Custodian to reconcile the Sub-Account each month.

11. Written Reports

Manager shall provide the System with the periodic written reports described in this Section in a form or forms to be mutually agreed upon by the System and Manager. In all accounting reports, Manager shall present such reports on a trade date basis and, where available, present dividend and income items on an accrual basis. An authorized officer of Manager shall sign all reports and shall certify that such reports are accurate and consistent with all applicable Investment Guidelines. The System agrees that Manager, in the maintenance of its records and preparation of its reports, does not assume responsibility for the accuracy of any information furnished by the System, the System's Custodian, or any other person or firm.

Monthly Reports. By no later than the end of each month, Manager shall report to the System on the investment status and performance of the Managed Assets in the Sub-Account during the preceding month. The monthly report shall include, without limitation, the following information:

A. Statement of asset performance and portfolio characteristics versus the respective index, including sector and country weights versus the benchmark; and

B. Statement of Performance Attributes.

Requested Reports. Manager agrees to provide all statements, responses, and filings made with federal or state of Indiana regulatory bodies within thirty (30) days of request by the System. These may be related to such topics as current or proposed industry regulations, proposed statutory changes, or any other topics affecting the System or the financial sector.

12. Meetings

At the System's request and at mutually agreed upon times, Manager shall meet with the System to review Manager's performance and to discuss Manager's present and future investment strategy. Manager shall be available upon reasonable notice to answer questions by the System staff and Board members from time to time as needed, without additional charge.

13. Compensation for Services

The System agrees to pay Manager, and Manager agrees to accept as full compensation for all services rendered, a fee calculated at a rate and upon such terms as may from time to time be determined by the mutual agreement of the System and Manager and, initially, in accordance with Exhibit B, Schedule of Fees, attached hereto and incorporated by reference herein.

14. Invoices for Compensation

Manager agrees to execute such payment or invoice forms as are required by the System. Manager shall submit to the System a quarterly invoice within thirty (30) calendar days of the close of the quarter for which services were provided. Each invoice shall include the quarterly share of Manager's fee (prorated for any partial quarter) as set forth in the then-current Schedule of Fees. Invoices shall only cover work already performed because no compensation shall be paid to Manager in advance of services rendered. All payment obligations shall be made in arrears in accordance with Indiana law and the System policies and procedures.

15. Seminars and Training Programs

Subject to and in accordance with all applicable State of Indiana and System ethics rules and regulations, in the event Manager conducts seminars, training sessions, or similar events that are generally made available to Manager's clients, the System shall be invited to attend upon the same terms and conditions as such other clients.

16. Termination; Rights, Remedies, and Responsibilities upon Termination; Termination for Convenience

Notwithstanding anything to the contrary, this Management Agreement may be terminated by the System, in whole or in part, for any reason, by delivery of a notice of termination to the Manager (such date of notice, the "Effective Termination Date"). Upon termination of this contract, Manager shall retain all System Records in accordance with the record retention provisions set forth in the Record Retention and Inspection section of this Management Agreement.

Manager shall be compensated for services rendered prior to the Effective Termination Date.

Following the Effective Termination Date, Manager shall submit to the System, in the form and with any reasonable certifications as may be prescribed by the System, Manager's final invoice ("Termination Invoice"). The Termination Invoice shall prorate Manager's quarterly fees, on a daily basis, for work already performed but for which Manager has not been compensated through the Effective Termination Date, in accordance with Manager's then-current compensation level. Manager shall submit such Termination Invoice no later than thirty (30) days after the Effective Termination Date. Upon Manager's failure to submit its Termination Invoice within the time allowed, the System may determine, on the basis of information available to it, the amount, if any, due to Manager and such determination shall be deemed

final. After the System has made such determination, or after Manager has submitted its Termination Invoice, the System shall authorize payment to Manager.

The System will not be liable for services performed after the Effective Termination Date. Manager shall be compensated for services herein provided, but in no case shall total payment made to Manager exceed the original contract price plus changes approved or directed in writing by the System. In no event shall the System's termination of the Management Agreement under this Section be deemed a waiver of either party's right to make a claim against the other party for damages resulting from any default by such other party that occurred prior to the Effective Termination Date. Additionally, the System may terminate this contract immediately in the event that the System, in its sole discretion, considers such action necessary to protect the plan or assets in the trust.

In the event of any termination of this Management Agreement, unless otherwise expressly directed by the System, Manager shall take all necessary steps to stop services under this Management Agreement on the Effective Termination Date. All terms and conditions set forth herein shall continue to apply through the period following the Effective Termination Date ("Transition Period"), during which Manager shall continue to serve as Manager hereunder at the then-existing compensation level for the duration of the Transition Period. Such Transition Period shall not exceed three (3) months after the Effective Termination Date. Manager shall perform services required under this Management Agreement that are necessary to complete any transactions pending on the Effective Termination Date. Manager shall cooperate with the System in good faith to affect an orderly transfer of such services and all applicable records to a successor manager by the Effective Termination Date. After the additional services have been performed and the Transition Period is complete, Manager, subject to the terms and conditions of this Management Agreement, shall be compensated for the Transition Period at its then-existing compensation level.

The rights and remedies provided by this Section are not exclusive, but cumulative, and in addition to any other rights and remedies provided by law, in equity, or under any provisions of this Management Agreement.

17. Indemnification

Manager shall indemnify, defend, and hold harmless the State of Indiana and the System, its officers, fiduciaries (excluding Manager), employees, and agents, from and against any and all Claims arising from or relating to any bad faith, negligence, willful misconduct, improper or unethical practice, infringement of intellectual property rights, breach of fiduciary duty, breach of trust, breach of confidentiality, breach of Agreement, violation of any Legal Requirement, or any other act or omission of or by Manager or any of its Agents acting in connection with this Management Agreement. This indemnification shall survive any termination of this Management Agreement. The System shall not provide such indemnification to Manager.

18. Manager's Representations, Warranties, and Covenants

Manager acknowledges, represents, warrants, covenants, and agrees to the following provisions:

A. **Authorization.** Manager has duly authorized, executed, and delivered this Management Agreement, and this Management Agreement constitutes the legal, valid, and binding agreements and obligations of Manager, enforceable against Manager in accordance with its terms, except insofar as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, or other similar limitations on creditors' rights generally and general principles of equity. Manager is not subject to or obligated under any law, rule, or

regulation of any governmental authority, or any order, injunction, or decree, or any agreement that would be breached or violated by Manager's execution, delivery, or performance of this Management Agreement.

B. **Quality of Services.** All services that Manager provides hereunder shall meet the requirements and standards set forth in the body of this Management Agreement and any exhibits, schedules, and appendices attached hereto. At the System's request, Manager shall promptly correct any errors or omissions in the provision of such services.

C. **Contingent Fees.** Manager has not employed or retained any person or selling agency to solicit or secure this Management Agreement under any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for bona fide employees of Manager and Manager's affiliates or bona fide established commercial or selling agencies maintained by Manager for the purpose of securing business. If Manager in any way breaches or violates this warranty, the System shall have the right to immediately terminate this Management Agreement for default and, in the System's sole discretion, to deduct from Manager's compensation under this Management Agreement, or to otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. **Gratuities.** Manager has not offered or given any gratuities in the form of gifts, entertainment or otherwise, to any officer, fiduciary, or employee of the System or the State of Indiana with a view toward securing this Management Agreement or securing any favorable determination made concerning the award of this Management Agreement. Manager covenants that no such gratuities will be given to any such person with a view toward securing any favorable treatment concerning the performance and/or continuation of this Management Agreement. If it is found that Manager has offered or given such gratuities, the System may terminate this Management Agreement upon one (1) calendar day's written notice.

E. **Intellectual Property.** In connection with its performance under this Management Agreement, Manager shall not knowingly develop, provide, or use any program, process, composition, writing, equipment, appliance, or device, or any trademark, service mark, logo, idea, or any other work or invention of any nature, or any other tangible or intangible assets that infringe or will infringe on any patent, copyright, or trademark of any other person or entity, or is or will be a trade secret of any other person or entity.

F. **Annual Documents.** Annually, Manager shall provide the System with copies of its opinion letter from its auditor and its ADV Part II.

G. **Changes.** Manager shall notify the System in writing within three (3) business days of any of the following changes:

i. Manager becomes aware that any of its representations, warranties, and covenants set forth herein cease to be materially true at any time during the term of this Management Agreement;

ii. There is any material change in Manager's senior personnel assigned to perform services under this Management Agreement;

iii. There is any change in control of Manager; or

iv. Manager becomes aware of any other material change in its portfolio management structure or its business organization, including without limitation the filing for bankruptcy relief.

H. **Investigations and Complaints.** To the extent permitted by applicable law, Manager shall promptly advise the System in writing of any extraordinary investigation, examination, complaint, disciplinary action, or other proceeding relating to or affecting Manager's ability to perform its duties under this Management Agreement that is commenced by any of the following:

i. The Securities and Exchange Commission of the United States (the "SEC");

ii. The New York Stock Exchange;

iii. The American Stock Exchange;

iv. The National Association of Securities Dealers;

v. Any Attorney General or any regulatory agency of any state of the United States;

vi. Any U. S. Government department or agency; or

vii. Any governmental agency regulating securities of any country in which Manager is doing business. Except as otherwise required by law, the System shall maintain the confidentiality of all such information until the investigating entity makes the information public.

I. **Registered Investment Advisor.** Manager hereby represents that it is registered as an investment advisor with the SEC under the Investment Advisers Act of 1940, as amended ("Advisers Act"), unless exempted from registration by the SEC. Manager shall immediately notify the System if at any time during the term of this Management Agreement it is not so registered or if its registration is suspended.

J. **Investment Manager.** Manager hereby represents that it is an "Investment Manager" as that term is defined in Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended, for the System with respect to the Managed Assets allocated to Manager for investment, and that Manager will maintain that status as long as this Management Agreement is in effect, it being understood that, for the avoidance of doubt, the Management Assets are not "plan assets" subject to ERISA.

K. **Manager's Agents.** The Agents of Manager who will be responsible for performing under this Management Agreement are individuals experienced in the performance of the various functions contemplated by this Management Agreement and have not been convicted of any felony, found liable in any civil or administrative proceeding, or pleaded no contest or agreed to any consent decree with respect to any matter involving breach of trust, breach of fiduciary duty, fraud, securities law violations, or bankruptcy law violations.

L. **Placement Agents**. Manager confirms that no placement agent fees have been paid in connection with the investment by the System, except as disclosed in writing in the Placement Agent Disclosure Letter attached hereto as Exhibit F.

M. **Disclosure Statement.** Manager warrants that it has delivered to the System its Disclosure Statement. The System acknowledges that it has received such Disclosure Statement.

Manager understands and agrees that the System has relied upon the foregoing acknowledgments, representations, warranties, covenants, and agreements and that the same constitute a material inducement to the System's decision to enter into this Management Agreement.

19. Liability Insurance

Manager shall provide proof of insurance coverage as set out in this Section. The intent of the required insurance is to protect the System and the State of Indiana from any claims, suits, actions, costs, damages, or expenses arising from any negligent or intentional act or omission of Manager or subcontractor, or their Agents, while performing under the terms of this Management Agreement.

Manager shall provide proof of insurance coverage, and such insurance coverage shall be maintained in full force and effect during the term of this Management Agreement, as follows:

A. **Commercial General Liability Insurance Policy.** Commercial General Liability Insurance Policy, including contractual liability, in adequate quantity to protect against legal liability arising out of contract activity, but in no event less than $5 million per occurrence and $25 million general aggregate limit. Additionally, Manager is responsible for ensuring that any subcontractors obtain adequate insurance coverage for the activities arising out of subcontracts. All insurance shall cover liability arising out of premises, operations, independent contractors, personal injury, and liability assumed under a contract.

B. **Professional Liability Insurance.** Such coverage shall cover loss resulting from Manager's rendering or failing to render professional services. Manager shall maintain this coverage with minimum limits of no less than $5 million per claim, as applicable. If this policy is a "claims made" policy, Manager shall purchase a "tail" that extends the coverage for at least one year from the expiration of this Management Agreement. If defense costs are paid within the limit of liability, Manager shall maintain limits of $5 million per incident, loss, or person, as applicable. If the policy contains a general aggregate or policy limit, then it shall be at least two (2) times the incident, loss, or personal limit.

C. **Financial Institutions Blanket Fidelity Bond.** Provide a fidelity bond(s) or insurance policy(ies) in adequate quantity to protect against legal liability arising out of Management Agreement activity, but no less than $3 million per occurrence and an aggregate limit, if any, of not less than $3 million for the following circumstances:

i. Fidelity Loss. Loss resulting directly from dishonest or fraudulent acts committed by an employee of the Contractor acting alone or in collusion with others.

ii. Physical Loss. Loss by reason of the physical loss of, or damage to, or unexplained disappearance of the System funds, assets, or other property under the control of Manager within any premises, wherever located, or while in transit.

iii. Forged Instruments. Loss by reason of forgery or alteration of negotiable instruments, certificates of deposit, or letters of credit.

iv. Computer Manipulation. Loss by reason of a dishonest or fraudulent act or computer manipulation that was committed by any employee of Manager.

The insurance coverage required shall be issued by an insurance company or companies authorized to do business within the state of Indiana, and shall name the State of Indiana and its agents and employees, as well as the System and its agents and employees as additional insureds, where appropriate. All policies shall be primary to any other valid and collectable insurance. Manager shall instruct the insurers to give the System thirty (30) days advance notice of any insurance cancellation.

Manager shall submit to the System fifteen (15) days prior to the Management Agreement's effective date certificates of insurance that outline the coverage and limits defined in this Section and demonstrate that such limits and coverage have been met or exceeded. Certificates of insurance that are accepted by the System shall be incorporated as part of this Management Agreement. Manager shall submit renewal certificates as appropriate during the term of the Management Agreement or as requested by the System. Manager shall promptly give the System notice of the cancellation of any policy for which a certificate of insurance or renewal certificate has been submitted to the System. Such notice of cancellation shall be as far in advance of such cancellation as possible.

By requiring insurance coverage, the System does not represent that coverage and limits will be adequate to protect Manager or the System, and such coverage and limits shall not limit Manager's liability under this Management Agreement.

Failure of Manager to obtain and maintain the required insurance is a material breach of this Management Agreement, which may result in termination of this Management Agreement for cause, at the System's option.

20. Replacement of Manager's Agents

Upon demand by the System, Manager shall replace any Agent assigned to perform services under this Management Agreement who the System determines is unable to effectively execute the responsibilities required by this Management Agreement.

21. Record Retention and Inspection

A. **Record Maintenance.** Manager and its sub-Managers, if any, shall keep and maintain all records related to the Managed Assets, including, but not limited to, any System Records, according to Manager's record retention standards. Manager shall keep and maintain System Records according to Manager's record retention schedule in accordance with applicable law, including Indiana's public records retention schedule.

B. **Record Review and Audit.** Manager agrees that the System, or any duly authorized representative of the System, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any System Records at any time during the term of this Management Agreement or at any time in accordance with applicable law, including Indiana's public records retention schedule. Upon the System's request and on reasonable notice, Manager

shall make such records available for review during normal business hours at Manager's business office. Manager shall make the persons responsible for creating and maintaining System Records available to the System during such review for the purpose of responding to the System's reasonable inquiries. If the System requests copies of System Records, copies shall be furnished by Manager, at no cost to the System.

22. Confidentiality

Manager understands and agrees that information, data, and materials disclosed to Manager by or on behalf of the System or any of its members, participants, employees, customers, or third party service providers may contain confidential and protected information; therefore, Manager promises and assures that data, materials, and information gathered, based upon, or disclosed to Manager for the purpose of this Management Agreement will be treated as confidential and will not be disclosed to or discussed with other parties without the prior written consent of the System.

The parties acknowledge that the services to be performed by Manager for the System under this Management Agreement may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the System in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), Manager and the System agree to comply with the provisions of IC § 4-1-10 *et seq.* and IC § 4-1-11 *et seq.* If any Social Security number(s) or personal information (as defined in IC § 4-1-11-3) is/are disclosed by Manager as a result of Manager's error, Manager agrees to pay all commercially-reasonable costs associated with the disclosure, including, but not limited to, any costs associated with distributing a notice of disclosure of a breach of the security of the system, in addition to any other claim and expenses for which it is liable under the terms of the Management Agreement.

23. Force Majeure; Suspension and Termination

In the event that either party is unable to perform any of its obligations under this Management Agreement or to enjoy any of its benefits because of natural disaster, actions, or decrees of governmental bodies, or communication line failure not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance.

24. Renewal Option

This Management Agreement may be renewed by the System in any manner authorized by law.

25. Nondiscrimination

Pursuant to IC § 22-9-1-10 and the Civil Rights Act of 1964, Manager and its Agents, if any, shall not discriminate against any employee or applicant for employment in the performance of this Management Agreement. Manager shall not discriminate with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of Agreement. Acceptance of this Management Agreement also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran.

26. Conflict of Interest, Compliance with Laws, and Ethics

A. Conflict of Interest

1. As used in this section:

a. "Immediate family" means the spouse and the unemancipated children of an individual.

b. "Interested party" means:

i. The individual executing this Management Agreement;

ii. An individual who has an interest of three percent (3%) or more in Manager, if Manager is not an individual; or

iii. Any member of the immediate family of an individual specified under subdivision (i) or (ii).

c. "Department" means the Indiana Department of Administration.

d. "Commission" means the Indiana State Ethics Commission.

2. The System may cancel this Management Agreement without recourse by Manager if any interested party is an employee of the System.

3. The System will not exercise its right of cancellation under subsection 2 above if Manager gives the System an opinion by the Commission indicating that the existence of this Management Agreement and the employment by the System of the interested party does not violate any statute or rule relating to ethical conduct of the System employees. The System may take action, including cancellation of this Management Agreement, consistent with an opinion of the Commission obtained under this section.

4. Manager has an affirmative obligation under this Management Agreement to disclose to the System when an interested party is or becomes an employee of the System. The obligation under this section extends only to those facts that Manager knows or reasonably could know.

B. Laws and Ethics

1. Manager shall comply with all applicable federal, state, and local laws, and rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Management Agreement shall be reviewed by the System and Manager to determine whether the provisions of this Management Agreement require formal modification.

2. Manager and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the System as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004, and reaffirmed under Executive Order 05-12, dated January 10, 2005. If Manager is not familiar with these ethical requirements, Manager should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission Web site at http://www.in.gov/ethics/. If Manager or its Agents violate any applicable ethical standards, the System may, in its sole

discretion, terminate this Management Agreement immediately upon notice to Manager. In addition, Manager may be subject to penalties under IC §§ 4-2-6 and 4-2-7. Manager has an affirmative obligation under this Management Agreement to disclose to the System when any System employee, their spouse or dependent children has a pecuniary interest in or derives a profit from this Management Agreement. The obligation under this section extends only to those facts that Manager knows or reasonably could know.

3. Manager certifies by entering into this Management Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees, or other statutory, regulatory, or judicially-required payments to the State of Indiana. Manager agrees that any payments currently due to the State may be withheld from payments due to Manager. Additionally, further work or payments may be withheld, delayed, or denied and/or this Management Agreement suspended until Manager is current in its payments and has submitted proof of such payment to the State.

4. Manager warrants that it has no current, pending, or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the System of any such actions. During the term of such actions, Manager agrees that the System may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Management Agreement.

5. If a valid dispute exists as to Manager's liability or guilt in any action initiated by the State or its agencies, and the System decides to delay, withhold, or deny work to Manager, Manager may request that it be allowed to continue, or receive work, without delay. Manager must submit, in writing, a request for review to the System. A determination by the System shall be binding.

6. Any payments that the System may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.

7. Manager warrants that Manager and its sub-Managers, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the System. Failure to do so may be deemed a material breach of this Management Agreement and grounds for immediate termination and denial of further work with the System.

8. Manager affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

9. As required by IC § 5-22-3-7:

a. Manager and any principals of Manager certify that

i. Manager, except for de minimis and nonsystematic violations, has not violated the terms of IC § 24-4.7 [Telephone Solicitation Of Consumers], IC § 24-5-12 [Telephone Solicitations], or IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

ii. Manager will not violate the terms of IC § 24-4.7 for the duration of the Management Agreement, even if IC § 24-4.7 is preempted by federal law.

b. Manager and any principals of Manager certify that an affiliate or principal of Manager and any agent acting on behalf of Manager or on behalf of an affiliate or principal of Manager:

i. Except for de minimis and nonsystematic violations, has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

ii. Will not violate the terms of IC § 24-4.7 for the duration of the Management Agreement, even if IC § 24-4.7 is preempted by federal law.

27. Taxes

The System is exempt from state, federal, and local taxes. The System does not agree and will not be responsible for any taxes levied on Manager as a result of this Management Agreement.

28. Governing Laws

This Management Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in a state court of jurisdiction in the State of Indiana.

29. Disputes

A. Should any disputes arise with respect to this Management Agreement, Manager and the System agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

B. Manager agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Management Agreement which are not affected by the dispute. Should Manager fail to continue without delay to perform its responsibilities under this Management Agreement in the accomplishment of all non-disputed work, any additional costs incurred by Manager or the System as a result of such failure to proceed shall be borne by Manager, and Manager shall make no claim against the State of Indiana for such costs. If Manager and the System cannot resolve a dispute, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

C. The System may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the System to Manager of up to three invoices not in dispute in accordance with the terms of this Management Agreement will not be cause for Manager to terminate this Management Agreement, and Manager may bring suit to collect without following the disputes procedure contained herein.

30. Notices

All notices, requests, demands, or other communications required or desired to be given hereunder or under any law now or hereafter in effect shall be in writing. Such notices shall be deemed to have been given if delivered by facsimile with telephone confirmation of receipt, or by overnight courier, or if mailed by first class registered or certified mail, postage prepaid, and addressed as follows (or to such

other address as Manager, Custodian, or the System from time to time may specify in writing to the others in accordance with this notice provision):

Notices to the System shall be sent to:

Mr. David Cooper, Chief Investment Officer
Indiana Public Retirement System
1 North Capitol Ave, Suite 001
Indianapolis, IN 46204-2908

With a copy to:
Name: _____
Title: _____
Company: _____
Address: _____
City,
State, Zip: _____

Notices to the Manager shall be sent to:
Name: _____
Title: _____
Company: _____
Address: _____
City, State, Zip: _____

With a copy to:
Name: _____
Title: _____
Company: _____
Address: _____
City,
State, Zip: _____

31. Funding Cancellation

When the Board of Trustees makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Management Agreement, this Management Agreement shall be canceled. A determination by the Board that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

32. Section Headings; Interpretation

Caption and Section headings used in this Management Agreement are for convenience and reference only and shall not affect in any way the meaning, construction, or interpretation of this Management Agreement. Each party hereto and its counsel have participated fully and equally in the review and negotiation of this Management Agreement. The language in all parts of this Management Agreement shall in all cases be construed according to its fair meaning and not strictly for or against any party hereto.

33. Entire Agreement; Exhibits, Schedules, and Appendices

This Management Agreement, together with any and all exhibits, schedules, and appendices attached hereto, contains the entire and exclusive Management Agreement between the parties hereto and supersedes all previous oral and written agreements or understandings, and all contemporaneous oral and written negotiations, commitments, understandings, and communications between the parties, relating to the subject matter of the Management Agreement. The exhibits, schedules, and appendices attached hereto are incorporated in and made a part of this Management Agreement by reference.

34. Severability

If any provision of this Management Agreement is held by any court to be invalid, void, or unenforceable, in whole or in part, the other provisions shall remain unaffected and shall continue in full force and effect.

35. Waiver

The waiver of any breach of any provision of this Management Agreement by either party shall not constitute a waiver of any preceding or subsequent breach of such provision or of any other provision of this Management Agreement. The failure or delay of either party to exercise any right given to the party under this Management Agreement shall not constitute a waiver of such right, nor shall any partial exercise of any right given hereunder preclude further exercise of such right. No right conferred on either party shall be deemed waived and no breach of this Management Agreement excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

36. Assignment and Delegation

This Management Agreement and any of the rights or duties hereunder may not be assigned or delegated by Manager without the prior written consent of the System, consent which may be granted or withheld in the System's sole discretion. Any assignment of rights or delegation of duties under this Management Agreement, to which the parties hereto agree in writing, shall bind and inure to the benefit of the successors in interest of the System and Manager.

37. Maintaining a Drug-Free Workplace

A. Manager hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Management Agreement a drug-free workplace. Manager will give written notice to the System within ten (10) days after receiving actual notice that an employee of Manager has been convicted of a criminal drug violation occurring in Manager's workplace.

B. In addition to the provisions of subsection (a) above, if the total Management Agreement amount set forth in this Management Agreement is in excess of $25,000, Manager hereby further agrees that this Management Agreement is expressly subject to the terms, conditions, and representations contained in the Drug-Free Workplace Certification ("Certification"). The Certification is hereby executed by Manager in conjunction with this Management Agreement and is set forth in the Drug-Free Workplace Certification section of this Management Agreement.

C. It is expressly agreed that the falsification or violation of terms of the Certification referenced in Subsection (b) above, or the failure of Manager to comply with the terms of Subsection (a) above, shall constitute a material breach of this Management Agreement and shall entitle the System to impose sanctions against Manager including, but not limited to, suspension of Management

Agreement payments, termination of this Management Agreement, and/or debarment of Manager from doing further business with the System for up to three (3) years.

38. Drug-Free Workplace Certification

This Certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of an Agreement shall be made, and no Agreement, purchase order or agreement, the total amount of which exceeds $25,000, shall be valid, unless and until this Certification has been fully executed by Manager and made a part of the Agreement or agreement as part of the Agreement documents. False certification or violation of the Certification may result in sanctions, including, but not limited to, suspension of Agreement payments, termination of the Agreement or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

Manager certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Manager's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform employees of

i. The dangers of drug abuse in the workplace;

ii. Manager's policy of maintaining a drug-free workplace;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.

C. Notifying all employees in the statement required by subparagraph (a) above, that as a condition of continued employment, the employee will

i. Abide by the terms of the statement; and

ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the System in writing within ten (10) days after receiving notice from an employee under subdivision (c)(2) above or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (c)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:

i. Take appropriate personnel action against the employee, up to and including termination; or

ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

39. Audits

Manager acknowledges that it may be required to submit to an audit of funds paid through this Management Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, *et seq.* and audit guidelines specified by the System. If an error is discovered as a result of an audit performed by Manager or the System, or if Manager becomes aware of any error through any other means, Manager shall use commercially-reasonable efforts to promptly correct such error or to cause the appropriate party to correct such error.

40. Authority to Bind Manager

The signatory for Manager represents that he/she has been duly authorized to execute this Management Agreement on behalf of Manager and has obtained all necessary or applicable approvals to make this Management Agreement fully binding upon Manager when his/her signature is affixed, and certifies that this Management Agreement is not subject to further acceptance by Manager when accepted by the System.

41. Changes in Work

Manager shall not commence any additional work or change the scope of the work until authorized in writing by the System. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

42. Debarment and Suspension

A. Manager certifies by entering into this Management Agreement that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Management Agreement by any federal agency, or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Management Agreement means an officer, director, owner, partner, key employee, attorney, or paralegal providing services to the System, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of Manager.

B. Manager certifies that it has verified the state and federal suspension and debarment status for all lawyers receiving funds under this Management Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. Manager shall immediately notify the System if any lawyer providing services under this contract becomes debarred or suspended, and shall, at the System's request, take all steps required to terminate work to be performed by such person under this Management Agreement.

43. Penalties/Interest/Attorney's Fees

The System will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, and IC § 34-13-1.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the System's failure to make prompt payment shall be based solely on the amount of funding originating from the System and shall not be based on funding from federal or other sources.

44. Minority and Women's Business Enterprise Compliance

Manager agrees to comply fully with the provisions of Manager's Minority and Women's Business Enterprise ("MBE/WBE") participation plans, and agrees to comply with all MBE/WBE statutory and administrative code requirements and obligations, including IC § 4-13-16.5 and 25 IAC 5. Manager further agrees to cooperate fully with the MBE/WBE division to facilitate the promotion, monitoring, and enforcement of the policies and goals of MBE/WBE programs, including any and all assessments, compliance reviews, and audits that may be required.

45. Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he is the contracting party, or that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation, or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that he has not received or paid any sum of money or other consideration for the execution of this Management Agreement other than that which appears upon the face of the Management Agreement.

The parties having read and understood the foregoing terms of this Management Agreement do by their respective signatures dated below hereby agree to the terms hereof.

<<Manager>>

By: _____

Printed Name: _____

Title: _____

Date: _____

Indiana Public Retirement System

By: _____

Printed Name: Steven R. Russo

Title: Executive Director

Date: _____

EXHIBIT A

SPECIFIC MANDATE AND BENCHMARK

(Intentionally left blank)

EXHIBIT B

FEE SCHEDULE

Manager shall be paid an annual fee on the value of the Managed Assets in accordance with the following schedule:

Assets Under Management	Annual Fee (bps)

The fee shall accrue monthly based on the ending value of the Managed Assets for such month, and be calculated and paid quarterly in arrears, based on one-quarter of the applicable annual rate, on the value of the Managed Assets, as determined by INPRS's Custodian, adjusted for any cash flows.

Any changes in this Fee Schedule must be mutually agreed upon, as provided in the Investment Management Agreement.

Manager agrees that it will not enter into a fee arrangement which grants another investor with an investment of equal or lesser size ("Comparable Investor") more favorable fees before, on or after the date hereof, unless, in any such case within 30 days of entering into such arrangement, the Manager shall offer to the System in writing the opportunity to receive the same fee arrangement. Manager agrees to certify to an annual acknowledgement that no other Comparable Investor has a more favorable fee schedule. Manager and its affiliates will not be considered Comparable Investors.

EXHIBIT C

PROHIBITED BROKER/DEALER LIST

No broker/dealers are deemed unsuitable for the System trades as of the date of execution of this Management Agreement.

EXHIBIT D

SYSTEM LIST OF AUTHORIZED PERSONS

(Intentionally left blank)

EXHIBIT E

INVESTMENT POLICY STATEMENT

http://www.in.gov/inprs/files/INPRS_IPS.pdf

EXHIBIT F

PLACEMENT AGENT DISCLOSURE LETTER[1]

Investment Manager Name: _____

1. Have you used a Placement Agent in connection with the Investment or in obtaining, or seeking to obtain, a business relationship with the System?

   YES _____ NO_____

   If "No", please review the representations below and sign and date this Disclosure Letter. If "Yes", please continue to #2 below:

2. Identify the Placement Agent and of all natural persons employed, hired, engaged or retained by, or otherwise affiliated (including, but not limited to, third party contractors, advisors and consultants) with, the Placement Agent, who provided services in connection with the Investment _____
   _____

3. Describe the services to be performed, or that are currently being performed by, the Placement Agent, and state whether the Placement Agent is utilized with all prospective investors or with a subset of prospective investors (*e.g.*, public pension funds, pension funds within a certain geographic area, etc.) _____
   _____
   _____

4. Describe the value, timing, and nature of any compensation or other Benefits provided or to be provided either directly or indirectly to the Placement Agent by the Investment Manager in connection with the Investment_____
   _____
   _____

5. Is the Placement Agent, or any of its affiliates, required to be registered or is in fact registered (i) with one or more regulatory or self-regulatory bodies and/or (ii) as a lobbyist with any state or federal governmental body ___Yes ____No. If yes, please list where registered and provide confirmation of such registration_____

[1] Capitalized terms not otherwise defined herein are defined in the Placement Agent Disclosure Policy and Procedures set forth in Addendum 10 of INPRS' Investment Policy Statement.

6. Has the Placement Agent (or any of its affiliates, if applicable) been subject to any disciplinary actions, fines, suspensions of registration, or other material investigations or sanctions by one or more regulatory or self-regulatory bodies (*e.g.*, SEC, FINRA, or state regulators) or by any state or federal governmental body and, if so, a statement providing details of such events. ____Yes ____No. If yes, please describe _____
_____

By signing below, I hereby represent and warrant that:

A. I have read and agree to comply with the System's Placement Agent Disclosure Policy and Procedures.

B. This Disclosure Letter does not contain any material inaccuracies or omissions.

I acknowledge and agree that the System may publicly disclose any information contained in this Disclosure Letter as may be required under the Indiana Access to Public Records Act (IC 5-14-3 *et. seq.*).

I further agree to comply with the Policy including, but not limited to, the System's exercise of the remedies described therein and to provide any further information or documents as may be requested by the System in connection with such Policy.

Name: _____

Title: _____

Date: _____

APPENDIX B – MANDATORY RESPONDENT FORMS

B.1 Indiana Economic Impact Statement

INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS
State Form 51778 (R5 / 3-06)
DEPARTMENT OF ADMINISTRATION
Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	**Legal Name of firm:**	
2	**Address/City/State/Zip Code:**	
3	**Telephone #/Fax #/Website:**	
4	**Federal Tax Identification Number:**	
5	**State/Country of domicile/incorporation:**	
6	**Location of firm's headquarters or principal place of business:**	
7	**Name of parent company or holding company (if applicable):**	
8	**State/Country of domicile/incorporation of company listed in #7:**	
9	**Address of company listed in #7:**	
10	**IN Department of Workforce Development (DWD) account number:**	
11	**IN Department of Revenue (DOR) account number:**	
12	**Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:**	
13	**Total number of employees per most recently completed IRS Form W-2 distribution:**	
14	**Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:**	
15	**Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:**	
16	**Total amount of this proposal, bid, or current contract:**	

ACCOUNTING OF INDIANA RESIDENT EMPLOYEES

17	**Prime Contractor Company Name:**	
18	**Number of Full Time Equivalent (FTE) employees** that are Indiana residents specifically for this proposal or contract:	

19	**Subcontractor Company Name:**				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	**Number of Full Time Equivalent (FTE) employees** that are Indiana residents specifically for this proposal or contract:				

22	**Affirmation by authorized official:** I affirm under penalties of perjury that the foregoing representations are true to be the best of my knowledge and belief:	
	Signature:	
	Name of auththorized official:	
	Title:	
	Date:	

B.2 Taxpayer Identification Number Request

Purpose of form: We are required to file an information return with the IRS and must get your correct taxpayer identification number (TIN) to report our payments to you.

Use Form W-9 on the reverse side, if you are a U.S. person (including a U.S. resident alien), to give us your correct TIN and, when applicable to:

1. Certify the TIN you are giving is correct.
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are an exempt payee.

If you do not provide us with the information, your payments may be subject to 31% federal income tax backup withholding. Also, if you do not provide us with information, you may be subject to a $50.00 penalty imposed by the Internal Revenue Service per I.R.C. 6723.

Federal law on backup withholding preempts any state and local law remedies, such as any rights to a mechanic's lien. If you do not furnish a valid TIN, or if you are subject to backup withholding, the payer is required to withhold 31% of its payment to you. Backup withholding is not a failure to pay you. It is advance tax payment. You should report all backup withholding as a credit for taxes on your federal income tax return.

Specific Instrustions: Enter your legal name on that line. Your legal name is the one that appears on your Social Security Card or Employer Identification Number if a business. If you are a sole proprietor, then your legal name is the business owner's name. If you have a "doing business as" (d/b/a) name, enter on the trade line. Enter your remit address on the next line, and if you have a separate address for purchase orders, enter that address on the appropriate line.

Next, select the organization type for your name, check the box, and record the appropriate taxpayer identification number (TIN) in the space provided. Notice that individuals and sole proprietors are the only types with a social security number. If you are a corporation or an exempt 501(a) organization, you must answer yes or no on legal and medical services. If you are sole proprietor you must show the business owner's name in the legal box, and the business name in the trade name box You cannot use only the business name. For the TIN, you may use either the individual's SSN or the employer identification number (EIN) of the business. However, the IRS prefers that you show the SSN.

Finally, complete the certification section, sign and date the form.

If you are a foreign person, use the appropriate Form W-8.

Subsititute Form
State Form 23743 (R 07\01)
Approved by State Board of Accounts 2001
Approved by Auditor of State 2001

Taxpayer Identification Number Request

State of Indiana

W-9

DO NOT send to IRS

Print or Type	Return to address below
Legal Name (OWNER OF THE EIN OR SSN AS NAME APPEARS ON IRS OR SSN RECORDS) DO NOT ENTER THE BUSINESS NAME OF A SOLE PROPRIETORSHIP ON THIS LINE	
Trade Name Complete only if doing business as (D/B/A)	
Remit Address	
Purchase Order Address-Optional	
Check legal entity type and enter 9 digit taxpayer identification Number (TIN) below: (SSN = Social Security Number, EIN = Employer Identification Number)	SSN or EIN must be for legal name above

☐ **Individual** (Individual's SSN) __ __ __-__ __-__ __ __ __

☐ Sole Proprietorship (Owner's SSN or Business EIN) SSN __ __ __-__ __-__ __ __ __

EIN __ __-__ __ __ __ __ __ __

☐ Partnership ☐ General ☐ Limited (Partnership's EIN) __ __-__ __ __ __ __ __ __

☐ Estate/Trust (Legal Entity's EIN) __ __-__ __ __ __ __ __ __

Note: Show the name and number of legal trust, or estate, not personal representatives

☐ Other (Limited Liability Company, Joint Venture, Club, ect) (Legal Entity's EIN) __ __-__ __ __ __ __ __ __

☐ Corporation Do you provide legal or medical serv. ☐ Yes ☐ No (Corp's EIN) __ __-__ __ __ __ __ __ __

☐ Governement (or Government operated entity) (Entity's EIN) __ __-__ __ __ __ __ __ __

☐ Organization Exempt from Tax under Section 501(a)
Do you provide medical services? ☐ Yes ☐ No (Org's EIN) __ __-__ __ __ __ __ __ __

☐ Check here if you do not have a SSN or EIN but have applied for one.

Under Penalties of prejury, I certify that:
(1) The number listed on this form is my correct Taxpayer Identification Number (Or I am waiting for a number to be issued to me) AND
(2) I am not subject to backup withholding because: (a) I am exempt from the backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (C) the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, and acquisition or abandonment of secured property, contribution to an indivual retirement arrangement (IRA), and payments other than interest and dividends.)
CERTIFICATION INSTRUCTIONS- You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

THE IRS DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

I am a U.S. person (including a U.S. resident alien)

Name (Print or Type) _____ Title _____
AUTHORIZED SIGNATURE _____ Date _____
Phone _____

Agency _____ Agency use only ☐ Yes ☐ No Approved by _____
1099

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

B.3 Application for Certificate of Authority of a Foreign Corporation

APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOREIGN CORPORATION

State Form 38784 (R9/ 12-02) Corporate Form 112
Approved By State Board Of Accounts, 1995

TODD ROKITA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., **Rm. E018**
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-1-49-1 *et seq.*
23-1-49-3

Filing Fee: $90.00

NOTES:

1. *An Original Certificate of Existence duly authenticated by the proper authority from corporation's domicilary state within the last sixty (60) days must be submitted with this application.*
2. *A Registered Agent with an Indiana street address (not a PO BOX) must be listed in ARTICLE III.*

INSTRUCTIONS:

- Use 8 1/2" x 11" white paper for attachments.
- Present original and one copy to address in the upper right corner of this form.
- Please TYPE or PRINT.
- Please visit our office on the web at www.sos.in.gov.

APPLICATION FOR CERTIFICATE OF AUTHORITY
OF

_____

A FOREIGN CORPORATION
TO TRANSACT BUSINESS IN THE STATE OF INDIANA

The undersigned officer of the above corporation which was formed as:

☐ A general business corporation ☐ A professional corporation

desiring to effectuate the admittance of the Corporation to transact business in the State of Indiana, certifies the following facts:

ARTICLE I: Name		
Name of Corporation (*Must be identical to name shown in Articles of Incorporation and Amendments thereto*)		
ARTICLE II: Address of Corporation		
Address of the principal office of corporation *(Number and street, city, state and ZIP code)*		
ARTICLE III: Registered Office and Registered Agent		
Name of the Registered Agent of the corporation *(cannot be the corporation itself)*		
Indiana address of the registered office of corporation (*Number and street, city;* ***P.O. Box not accepted***)	**INDIANA**	ZIP code
ARTICLE IV: Date and State of Incorporation and Duration of Existence		
Date of incorporation in domicilary state:	State of incorporation	
Expected period of duration listed in the Articles of Incorporation *(perpetual, term of years or date certain e.g. December 31, 2050)*		

ARTICLE V: Corporate Officers

The names and business addresses of the officers of the Corporation:

Name	**Title**	**Address** (*Number, street, city, state and ZIP code*)

APPENDIX C
QUESTIONNAIRE

Indiana Public Retirement System

Domestic Small Cap Equity

I. BACKGROUND & GENERAL INFORMATION

A. Contact information:

Firm Name:	
Address:	
Telephone Number:	
Fax Number:	
Website:	
Primary Contact	
Name:	
Title:	
Telephone Number:	
Email:	

B. Provide a brief overview of the firm, its history and main lines of business. Specify any lines of business other than investment management and provide the approximate percentage of firm revenues that each comprises.

C. Attach an organizational chart depicting the firm's distinct business units as **Appendix A – Firm Organizational Chart** and provide the total number of employees within each business unit**.**

D. List the firm's office locations and the main functional responsibilities of each. In addition, indicate the location(s) of the investment team responsible managing the proposed strategy.

E. List any subsidiaries, affiliates or joint ventures and briefly describe each relationship.

F. Provide a breakdown of ownership of your firm, including minority ownership. Particularly, we are interested in the information relating to active employee ownership of the firm. How much of the owner's net worth is invested in the business? In the firm's underlying products?

G. Provide a timeline of any past changes to the firm's legal, organizational or ownership structure, or if possible, those presently contemplated.

H. Outline your firm's strategic focus and growth targets over the next three years, including new investment strategies or products currently under consideration.

I. Describe your succession and continuity plans for management of the firm.

J. Please list turnover among senior staff (Officers, Managing Directors, etc.) over the past three years.

K. **Exhibit-A** (in the attached Excel document): Provide a breakdown of assets under management (AUM) including growth and retention of accounts. Please include an explanation of any major changes in AUM in a given year.

L. Has your firm ever liquidated, dissolved or otherwise terminated a strategy, hedge fund or other commingled fund? If so, please provide details.

II. INVESTMENT TEAM

A. Attach an organizational chart encompassing the group(s) responsible for managing the proposed strategy as **Appendix B – Investment Team Organizational Chart**.

B. **Exhibit B** (in the attached Excel document): Provide a list of key individual(s) (up to ten) who are responsible for managing the proposed strategy and note the amount of time they dedicate to this strategy, number of years they have worked on this strategy with your firm and number of years they have worked on this strategy in the industry.

C. Attach biographies for each of the individuals named above as **Appendix C – Biographies of Key Investment Professionals**.

D. Identify the named portfolio manager(s) who would be responsible for our client's specific portfolio. If different individuals would be assigned for a separate account vs. the commingled fund, indicate so.

E. **Exhibit B** (in the attached Excel document): Provide a summary of the firm's employees.

F. For those personnel listed in the questions above, please describe their compensation arrangements and incentives. How are employees evaluated and rewarded? In particular, is the portfolio management team compensated on a percentage of assets or a performance basis? Do they receive a percentage of the management fees and incentive fees of the products they run? In addition, specifically discuss any employment contracts or other retention mechanisms related to the individuals named in response to II.B.

G. **Exhibit B** (in the attached Excel document): Complete the table listing turnover for the individuals responsible for the proposed strategy.

H. Describe your succession and continuity plans for the management of the proposed strategy if any of the key investment professionals are internally redeployed or cease to be with the firm altogether.

I. Are any of the investment activities or administrative services associated with the proposed strategy fully or partially outsourced to third-party service providers? If so, please list each firm and describe their respective roles. Are any of these firms considered affiliates of your firm?

J. What makes this team better than its competitors?

K. As AUM grows, what's the growth plan for the team? Does the team need to structure differently?

L. What other strategies does this team manage?

III. INVESTMENT STRATEGY & PROCESS

A. Describe your overall investment philosophy and approach as it relates to the proposed strategy, including its theoretical basis and specific market anomalies or inefficiencies it seeks to exploit.

B. Is your approach primarily fundamental, quantitative, technical, or some combination thereof?

C. Discuss unique methods of gathering or analyzing information – what is your firm's competitive advantage over other managers in your universe?

D. Describe the investment universe for the proposed strategy, including the types of securities utilized. Within this universe, are there any subsets that could be characterized as the primary focus?

E. Provide an overview of how the research efforts are organized, including identification of the groups or individuals that are responsible for specific areas/functions. Why is it organized this way? Has it changed in recent years? Who decides when to change the research process?

F. Describe how the portfolio manager(s) interact with the analysts, and how an investment idea is incorporated into the portfolio. How do you resolve differences in opinion between the two?

G. Outline and <u>briefly</u> describe the main steps of your investment process.

H. Describe your methodology for analyzing individual securities in detail, including any key metrics or areas of focus that drive the process.

I. To the extent that tactical sector allocation shifts, duration management and other top-down "macro" bets are utilized, how are these components implemented? How do they interact with the more bottom-up aspects of your approach?

J. Discuss how external research is used and incorporated into your investment process, including the main sources of external research and how providers are compensated.

K. Describe the decision making process, including the committees, groups or individuals ultimately responsible for trading decisions.

L. Provide a brief overview of your portfolio construction process, including a discussion of how position size is determined and managed.

M. How do you define "risk"?

N. List applicable portfolio constraints or guidelines (e.g., target exposures and allowable ranges, either benchmark-relative or absolute) and describe any other quantitative or qualitative risk controls.

O. Describe your sell discipline, including any specific criteria or triggers. Do you employ any form of stop-loss provisions?

P. Does the proposed strategy employ leverage? If so, discuss how leverage is used, typical amounts, limits, etc., and provide justification for its use. In addition, describe the leverage facility including providers, structure, terms, cost, etc.

Q. Does the proposed strategy employ short positions? If so, discuss the role of short positions, typical amounts, limits, etc., and provide justification for their inclusion.

R. Describe any hedging activities pursued in the proposed strategy, including what risks/exposures are typically hedged, instruments used and how your hedging activities add value.

S. Regarding risk management:

    1) List the main risks associated with the proposed strategy and describe how each is explicitly measured and managed at both the individual security and aggregate portfolio level.

2) Identify the person(s) or group primarily responsible for the risk management function.
3) Discuss how risk management both interacts with and maintains independence from the other aspects of the investment process.

T. What is the aggregate investment in this strategy by your firm? The portfolio manager(s)? Are investment professionals allowed to invest in strategies not managed by your firm?

U. Discuss any material changes that have been made to the investment process or risk management techniques since inception of the proposed strategy. Were these changes considered normal enhancements, or were they made in response to the macroeconomic environment and/or specific market events?

V. What makes this strategy better than the competitors?

W. What are the buy criteria for a stock to get into the portfolio?

X. What are the sell disciplines for a stock to be sold?

Y. How do you think of diversification?

IV. Performance & Portfolio Composition

A. Identify the most appropriate benchmark for the proposed strategy and provide a brief rationale.

B. What's the historical and expected tracking error?

C. Indicate established performance targets or expectations (e.g., absolute return, relative return, volatility, tracking error) for the proposed strategy. What's the expectation to outperform the benchmark over a market cycle?

D. What has been the annual turnover (in position terms) for this product over the past five years, past three years and last 12 months?

E. What's the active share over the past five years, past three years and last 12 months?

F. Describe any structural elements or biases (e.g., high quality focus, avoidance of a sector or industry) that might cause the proposed strategy to over/underperform in certain market environments.

G. Discuss any periods during which the proposed strategy experienced exceptionally good/bad performance or high/low volatility – in essence provide context and explanation for any periods that would be considered abnormal.

H. Provide metrics associated with the following areas:

1) Number of securities held
   - Current (last 12 month)
   - Historical range (last three years)
2) Position size
   - Current average (last 12 month)
   - Current largest (last 12 month)
   - Maximum allowable (specify if measured at cost or market)
   - Percent in top ten holdings (last 12 month and last three years)
3) Cash & equivalents allocation
   - Current (last 12 month)
   - Historical range (last three years)
   - Maximum allowable

I. **Exhibit-C** (in the attached Excel document): Provide current and historical holding Cap Size.

J. **Exhibit-D** (in the attached Excel document): Please enter monthly **gross and net of fee** returns for the proposed strategy and its primary benchmark, since inception through 9/30/2013, using the format provided.

K. Regarding your performance – how much of your historical "value added" is attributable to the following factors: Stock Selection, Industry Selection, Trading, Cash Holdings, and Currency Hedging. Provide discussion as appropriate.

L. Regarding composite quality:

1) Is the composite for the proposed strategy calculated in compliance with CFA Institute GIPS? If so, what is the initial date of compliance?
2) Has it been your firm's policy to include all fully discretionary portfolios in the composite since its inception? If not, please explain.
3) Are there currently any fully discretionary portfolios excluded from the composite? If so, provide an explanation for each instance.
4) Are terminated portfolios included in the composite? If not, please explain.
5) When are new portfolios included in the composite? Has this policy been consistently applied since inception of the composite?
6) How are portfolios in the composite weighted? Has this policy been consistently applied since inception of the composite?
7) Are cash returns mixed with asset returns? Has this policy been consistently applied since inception of the composite?
8) Are accounts ever switched from one composite to another? What determines the appropriateness of any such changes?
9) For the calendar year ending 9/30/13, provide the number of accounts and assets for both the investment style of the proposed strategy and the composite itself.
10) Provide the performance dispersion (high, low and median returns) of the accounts in the composite for each of the past five calendar years ending 9/30/13.

DO NOT PROVIDE ANY SIMULATED OR BACK-TESTED RETURNS IN RESPONSE TO IV.G. If the proposed strategy has a limited live performance history and you believe one or more other funds/strategies you manage are representative of your overall ability to manage this mandate, provide their performance along with a brief description of the strategy to aid comparison and evaluation. **Exhibit-E** (in the attached Excel document): Please include monthly gross and net of fee returns, since inception through 9/30/13.

V. Investment Vehicles, Fees & Terms

A. Comment on the growth of assets in the proposed strategy and indicate the size at which the firm will consider closing the product. How was this AUM level chosen?

B. What's current AUM in this strategy? How much capacity is left? How capacity is determined and managed?

C. Provide the standard fee schedule, liquidity terms and minimum investment for the following:

1) Separate Account
2) Commingled Fund
3) Institutional Mutual Fund

D. Unless covered above, does your firm currently offer an alternative, performance-based fee arrangement for the proposed strategy? If so, describe the structure.

E. Specifically regarding commingled vehicles (excluding mutual funds):

1) Describe the structure of your commingled investment vehicle(s), including type (e.g., LLC, L.P.) and domicile.

2) Is the commingled vehicle structured in order to minimize UBTI for U.S. tax-exempt investors?

3) Aside from stated management and incentive fees, what additional fees or expenses are borne by the commingled vehicle? Please provide annual estimates in bps for these fees/expenses and state the cap, if any.

4) How often may an investor withdraw funds? What is the notice period? Are there any lock-ups associated with the fund? Are there flood gates? Are investors paid with cash or distributions in kind? Are there any fees or penalties associated with withdrawals?

5) Discuss your fund-raising efforts including target amount, timeframe of expected closings, and main sources (e.g., public plans, foreign entities, retail investors) to the extent that these items are applicable.

F. Has your firm ever offered certain investors in the proposed strategy fee structures, fee rebates, liquidity provisions, or any other modifications to the standard terms of investment through side letters or other agreements? If so, please describe the modified terms and the classes of investors to whom they were offered.

G. What were total trading costs for this portfolio (bps and dollars) for the most recent calendar year?

H. Are fees and/or terms negotiable for this mandate? If so, at what size?

I. Provide the current amount of co-investment in the proposed strategy by both the firm and its employees. Are these investments made on the same terms as other investors?

J. Attach relevant documents (e.g., sample investment management agreement, offering memorandum, prospectus) as **Appendix E – Legal Documents.**

K. Top 1, 5, 10 clients' asset as % of the strategy's AUM.

L. Can this strategy provide daily liquidity?

M. Can this strategy handle contribution and redemption from Defined Contribution plan participants?

VI. OPERATIONS, TRADING & CONTROLS

A. Briefly describe your administrative/back office operations and organizational structure.

B. If applicable, discuss fund administration and custody, indicating any relevant outside service providers.

C. Briefly describe the key systems and tools used for portfolio management, analysis, trading and accounting. Indicate if these systems are third party or internally developed.

D. Regarding valuation practices:

1) Provide an overview of pricing procedures for securities in the proposed strategy, including sources and frequency of marks.

2) Do you currently contract with outside pricing services? If so, provide a list of the firms and indicate the general types of securities each prices on your behalf.

3) Do you maintain a formal valuation committee or other entity that provides oversight for security/portfolio valuation?

E. Provide an overview of your operational risk monitoring and management practices. Does your firm participate in SSAE 16 (formerly SAS 70) or equivalent reviews? If available, provide your auditor's opinion on whether controls are adequate to achieve specified objectives and whether controls were operating effectively at the time of audit.

F. Provide an overview of your trading desk, including a brief introduction of the trading team and its trading practice.

G. Discuss procedures used to prevent and detect rogue/unauthorized trading in client or firm accounts.

H. Discuss procedures used to monitor and control personal trading activities.

I. Does your firm maintain a written ethics or standards of conduct policy? What steps are taken to ensure that employees comply with this policy?

J. Describe any potential or actual conflicts of interest that exist with respect to the proposed strategy and how each is addressed through internal controls or guidelines.

K. List and briefly describe any internally managed strategies, funds, separate accounts, etc., that have the potential to invest in the same or similar securities as those held in the proposed strategy. Comment on the potential conflicts of interest these strategies pose and how they are addressed by internal controls or guidelines.

L. Provide an overview of your trade allocation protocols and procedures for controlling performance dispersion between accounts with substantially the same guidelines.

M. Provide an overview of your pre- and post-trade investment guideline monitoring practices. Is a separate, independent group responsible for ensuring guideline compliance?

N. Regarding counterparties:

   1) List all counterparties you have engaged to execute trades/establish positions within the proposed strategy over the year ending 9/30/13 (including any OTC swap counterparties).
   2) Estimate the percentage of trades within the proposed strategy allocated to the counterparties named in response to VI.M.1 over the year ending 9/30/2013.
   3) How are your trading counterparties selected, monitored and evaluated?
   4) Are there any firm-wide or strategy-specific guidelines/restrictions related to counterparties? If so, please outline them.

O. Provide an overview of your business continuity and disaster recovery systems and plans.

VII. LEGAL & REGULATORY ISSUES

A. Is your firm registered as an investment advisor under the Investment Advisors Act of 1940? If so, please attach your firm's ADV Part II as **Appendix F – ADV Part II**. If exempt, please describe the exemption.

B. Has your firm or any officer, director, partner, principal or employee ever been involved in any past or pending civil or criminal litigation or legal proceeding concerning the management of institutional assets? If so, describe each instance.

C. Has your firm or any officer, director, partner, principal or employee ever been the subject of any past or pending non-routine investigation or inquiry by a federal or state agency or self-regulatory body regarding fiduciary responsibilities or other investment-related matters? If so, describe each instance and indicate if any directives, letters or opinions were issued concerning said inquiry.

D. Has any officer, director, partner, principal or employee of your firm ever been convicted of, pled guilty to, or pled *nolo contendere* to a felony? If so, describe each instance.

E. Summarize the coverage for errors and omissions, professional liability, fiduciary insurance or fidelity bonds held by your firm (i.e., amounts and respective carriers).

F. Has your firm ever submitted a claim to your errors and omissions, liability, fiduciary or fidelity bond carrier(s)? If so, describe each instance.

G. Has your firm ever filed, voluntarily or involuntarily, for bankruptcy protection or otherwise been subject to the appointment of a receiver, trustee, or assignee for the benefit of creditors? If so, describe each instance.

H. What is your firm's soft dollar policy?

VIII. MISCELLANEOUS

A. What type of standard reporting package do you provide to clients for the proposed strategy? Please attach a sample report as **Appendix G – Sample Client Report**.

B. Attach a list of institutional clients invested in the proposed strategy as **Appendix H – Representative Institutional Clients**.

C. Provide references for five current institutional clients invested in the proposed strategy.

D. Provide references for three prior institutional clients that have terminated their mandates with your firm during the past two years.