



On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the Catholic Community Foundation of Los Angeles (the “Foundation”) and \_\_\_\_\_ (the “Agency Client”) have entered into this **Agency Fund Agreement** in order to provide investment management services for participating charities.

The Foundation is a California not-for-profit corporation organized exclusively for religious, charitable, and/or educational purposes and not for monetary or financial gain. Through its Investment Committee (the “Committee”) and Board of Directors (the “Board”) oversight, the Foundation establishes each investment fund (the “Fund”) and selects investment managers to invest such fund consistent with the Foundation’s Investment Policy as amended from time to time by the Foundation and its professional advisers.

**Neither the United States Securities and Exchange Commission (“SEC”) nor the State of California has passed upon the value of these securities, made any recommendations as to their purchase, approved or disapproved the offering, or passed upon the adequacy or accuracy of this Agreement and Information Statement. Any representation to the contrary by a person or entity is unlawful.**

Investment in any Fund available to Foundation Investors involves risks, including those described in the Disclosure Statements of the Foundation for each Fund and the following:

- Investing in any Fund option is subject to investment risk, including possible loss of the principal amount invested.
- An investment in a Fund is payable exclusively from the net assets of the Fund.
- An investment in any Fund option is not guaranteed by the Foundation, the Roman Catholic Church, the Archdiocese of Los Angeles, or any other person or entity.
- Investments in any Fund selected are not insured by the FDIC or any other government agency.

## **INTRODUCTION**

The Foundation will receive funds for deposit from “eligible investor(s)” (individually “Investor” and collectively “Investors”) in any Fund made available by the Foundation. An Investor in a Fund will share in investment performance (net of fees and charges) of that Fund including any cash distributions and realized and unrealized gains and losses on a pro-rata basis with other Investors in the Fund. This Agreement does not constitute an offering of the Fund in any jurisdiction other than the State of California.

The offering of the Fund is exempt from the applicability of various federal and state securities laws under the Philanthropy Protection Act of 1995. A registration statement related to the Fund has not been filed with the SEC nor the State of California, and interests in the Fund established by CCF-LA are not transferable.

- The Foundation and the Fund are not registered as investment companies under the Investment Company Act of 1940, as brokers or dealers under the Securities Exchange Act of 1934, or as investment advisers under the Investment Advisers Act of 1940.
- Investments in the Fund may not be transferred, resold, or assigned to any person or organization whatsoever without the consent of the Foundation.

No person has been authorized to give any information or to make any representation not contained in this Agreement or any Disclosure Statements issued by the Foundation in connection with the offering of the Fund, and, if given or made, such information or representation must not be relied upon as having been authorized by the Foundation.

The Foundation’s Board is responsible for the supervision and management of the Fund. The Board appoints the Committee to oversee the administration of the Fund. The Committee consists of Board members recommended by the Committee Chair and approved by the Board. The Committee exercises the authority of the Board with respect to the management of the Fund, approves assets held by the Foundation, either as owner

or fiduciary, hires or dismisses an investment consultant, monitors the performance of invested assets, secures the services of an adviser and a custodian of assets, sets investment policies, and reports its activities to the Board.

## **INVESTOR ELIGIBILITY REQUIREMENTS—REPRESENTATIONS OF INVESTORS**

### **Eligible Investors**

Each Investor must be a charitable, not-for-profit organization operated exclusively for religious, charitable, and/or educational purposes and as such must be an organization described in Section 501(c)(3) or in paragraphs 1 through 5 of Section 170(c) of the Internal Revenue Code (the “Code”) and be exempt from federal income tax under Section 501(a) of the Code. All financial benefits of the Fund will be distributed exclusively to its eligible Investors to be used solely for their tax-exempt purposes. Each Investor must represent that the funds will be so used. The Foundation will rely on these representations for purposes of qualifying for certain exemptions from registration under state and federal securities laws.

### **Eligible Investment Assets**

Due to restrictions imposed under federal and state securities laws, each Investor may invest into the Fund only the assets of the general endowment fund or other funds of the Investor. The Fund is maintained exclusively for the collective investment and reinvestment of these eligible assets. Each Investor in the Fund must represent that the assets it is investing meet these requirements. The Foundation will rely on these representations for purposes of qualifying for certain exemptions from registration under state and federal securities laws. In the event that any assets invested in the Fund are later determined to be ineligible, the Fund will return the ineligible investment to the Investor. The Investor shall bear the responsibility for any loss or expenses experienced by the Fund in regard to the investment of ineligible assets.

## **FUND VALUATION**

The Net Asset Value of the Fund is determined by the Foundation. It values the Fund’s portfolio investments and other assets and subtracts the Fund’s liabilities (other than obligations to pay Investors upon redemption requests), including fees and expenses payable to the various investment managers and to the Foundation. In making this determination, securities traded on the open market are valued at the price as of the close of business of the New York Stock Exchange (normally 4 p.m. Eastern time). To the extent that the Fund’s assets are traded on markets other than the New York Stock Exchange, the valuation may not occur at the close of business in those markets if it falls on a date that is not a trading day. Any securities for which quotations are not readily available are valued in good faith based on information the Foundation believes accurately reflects the fair market value.

## **REINVESTMENT**

The Foundation will reinvest in the Fund, and credit proportionally to the investments of the Investors in the Fund, cash payments for dividends, interest, gains, distributions, or other investment income as well as any property distributions to the Fund.

## **LIQUIDATION POLICY FOR CONTRIBUTED ASSETS**

In its sole discretion, the Foundation will determine the timing and execution of a sales strategy for any asset in a Fund, including a contributed asset, and reserves the right to sell at any time. Generally, the Foundation liquidates contributed assets within two (2) business days after receipt from the Investor. This procedure is designed to minimize market risks associated with the timing of contributed assets. Some assets in certain instances, such as large positions and shares traded on a foreign exchange, may take multiple trading days to liquidate. The Foundation, in its sole discretion, may engage a third-party broker or a trading desk to determine and execute a selling strategy. Any costs, including commissions, incurred in managing or liquidating an asset will be paid from the sale proceeds. Market fluctuations and costs to liquidate an asset may cause the net liquidation proceeds of a contribution by an Investor to be worth more or less than the value of the contribution initially made by the Investor to the Fund account.

An investment in the Fund is payable exclusively from the net assets of the Fund. Each investment has the same liquidation, redemption, and other rights as all other investments in the Fund. Investors have no voting, preference, conversion, exchange, or preemptive rights. An investment in the Fund is an unsecured and uninsured obligation of the Foundation.

## INVESTING IN THE FUND

A prospective Investor may open an account by submitting a completed Agency Fund Agreement to the Foundation for approval. Once approved by the Foundation, the Investor can send a check or a bank wire for deposit to the Investor's account at the Foundation. Checks can be payable to the Foundation or, if payable to the Investor, can be endorsed for deposit to the Investor's account at the Foundation.

For bank-wiring instructions, please contact Janette Gordo, Client Services Associate, by phone at (213) 455-4500 or via email at [vgorgdo@catholiccf-la.org](mailto:vgorgdo@catholiccf-la.org).

Unless otherwise agreed to by the Foundation, the minimum investment to open a Fund account is \$25,000. Additional investments can be made in any amounts and will be invested in the Fund selected. The Foundation will not process deposits until it receives an executed Agency Fund Agreement for the initial investment. Subsequent investments can be made by check or cash or, if the Foundation has been advised in advance, by wire, by completing an executed Agency Fund Agreement Investment Form (sample attached). Contributions are deposited into the Fund usually within two (2) business days of receipt by the Foundation. Investors will be credited with the return at the rate earned by the Fund selected from the date of deposit to that Fund.

The Foundation will not knowingly accept funds until an approved Agency Fund Agreement has been received and the Investor has received a Disclosure Statement. Investors seeking to invest in any Fund must certify in writing that they have received a Disclosure Statement for that Fund. The Foundation may require additional documentation or verification of authority from an Investor. The Foundation reserves the right to reject any Agency Fund Agreement.

## FEES

The annual administrative fee for a Fund is .50% to .75% of assets, depending on total asset value and the investment option(s) selected. Fees are charged quarterly in advance on the balance at the end of the previous quarter, excepting the first payment, which shall be prorated from the initial deposit date to the end of that quarter. The minimum fee is \$500 per quarter.

The information contained in the monthly statement of each account is net of the investment costs. Fund fees and expenses are charged quarterly to the Investor's account on a pro rata basis and calculated on calendar quarter end results.

Additional information on account fees can be found in the Fund Disclosure Statement(s).

## STATEMENTS

Investors may elect to receive monthly account statements by electronic means or in paper form. Investors have continual online access to their account activity and balances; statements are addressed only to the designated recipient. The monthly statement reflects all activity in the Investor's account including contributions, withdrawals, market value, and realized and unrealized gains and losses. The information contained in the monthly statement of each account is net of the investment costs, which are processed on a calendar quarterly basis.

## ACCOUNT ACTIVITY

The Fund shall be valued daily and reported in the Investor's account at the end of each month based on the value of the portfolio of securities held by the Fund minus applicable fees and expenses, if any. Such valuation shall be referred to as the "Net Asset Value" of the Fund. With written notice to the Foundation, subject to the Fund value and timing needed to liquidate Fund assets:

- Investors can request redemptions at any time.
- Investors can make deposits at any time.
- Investors may request reallocation of their Fund selection at any time.

## REDEMPTIONS

Investors must notify the Foundation in writing for fund redemptions, either partial or total, by submitting an Agency Fund Redemption Form (sample attached) to the Foundation. In the case of a redemption of all or substantially all of the Fund, the redemption value may be more or less than the amount originally invested

depending upon changes in the value of the Fund's portfolio securities between the initial investment and the redemption.

- The Foundation will issue a check in the amount of the redemption value subject to the Fund value, generally within ten (10) business days after receipt of the Fund Redemption Form. Upon request, redemptions are available through wire transfers, with charges for the Investor's account.
- When an Investor requests a distribution of all or substantially all (greater than 80%) of the Fund's liquid assets, less outstanding commitments, the Foundation will apply the "80/20 Payout Rule." Under the 80/20 Payout Rule, the Foundation typically will process a disbursement for 80% of the distribution followed by a disbursement for 20% of the distribution over a 2-to-6-week period.

If the Foundation receives an incomplete Fund Redemption Form, the Investor will be contacted to submit a completed form. The Foundation reserves the right at any time to terminate, suspend, or change the terms of any redemption method described in this Agency Fund Agreement and to impose fees.

## **TAXES**

The Foundation has received a determination letter from the Internal Revenue Service stating that the Foundation qualified as of April 2, 2014, the effective date of the Foundation's formation, as a not-for-profit religious organization exempt from federal income taxation under Section 501(c)(3) of the Code and as a public charity under Section 509 of the Code. Similarly, each Investor also is required to be exempt from federal income taxation under Section 501(c)(3) or paragraphs 1 through 5 of Section 170(c) of the Code. Accordingly, any Fund income received by an Investor upon redemption by the Investor generally should not be subject to federal income taxation.

## **ADDITIONAL INFORMATION**

Investors may obtain additional information about the Foundation and the Fund by writing to:

Catholic Community Foundation of Los Angeles  
3440 Wilshire Blvd., Suite 530  
Los Angeles, CA 90010  
Attn: Andrew O'Boyle, Chief Financial Officer/Treasurer

OR by calling the Foundation at (213) 426-1180

OR by visiting the Foundation's website at [www.catholiccf-la.org](http://www.catholiccf-la.org)

Except as otherwise stated in this Agreement or as required by law, the Foundation reserves the right to change the terms without Investor approval, including the right to terminate the Fund, to impose or change the fees, and to change any Fund participants.

### **Catholic Community Foundation of Los Angeles**

3440 Wilshire Blvd., Suite 530

Los Angeles, CA 90010

Phone: (213) 426-1180 Fax: (213) 736-0480



INVESTOR INFORMATION

Name of Participating Charity

Taxpayer Identification Number

Website

Mailing Address City State Zip

Main Telephone Number

Fax Number

PRIMARY ACCOUNT ADMINISTRATOR

Last Name First Name

Title

Email Address

Daytime Telephone Number

SECONDARY ACCOUNT ADMINISTRATOR

Last Name First Name

Title

Email Address

Daytime Telephone Number

ACCOUNT NAME

Name of Catholic Community Foundation of Los Angeles Agency Fund

INVESTMENT AUTHORIZATION

Investor directs and authorizes the Catholic Community Foundation of Los Angeles (the "Foundation") to invest \$ \_\_\_\_\_ for the account hereby established in the:

- \_\_\_\_\_ % Balanced Pool Fund
\_\_\_\_\_ % Intermediate Fund
\_\_\_\_\_ % Short-Term Investment Fund (select one)

- o Wells Fargo
o East West Bank

100 % Total

Future contributions will be invested according to the allocation selected above unless otherwise noted.

## **INVESTOR REPRESENTS, WARRANTIES, AND AGREES THAT:**

Investor has received and carefully reviewed the Disclosure Statement(s) for the Fund.

- (a) The terms of this Agreement govern the initial investment and all subsequent investments by the Investor in the Fund. All representations, warranties, and acknowledgments of the Investor are restated as of the date of each subsequent investment.
- (b) Redemptions from the Fund are payable exclusively from the assets of the Fund.
- (c) Investor is investing in the Fund solely for the Investor's own account and not for the account of any other person or organization.
- (d) Investor has such knowledge and experience in financial and business matters that the Investor is capable of evaluating the merits and risks of an investment in the Fund and making an informed decision with respect to such investment.
- (e) Investor is currently, and will be for so long as it remains an Investor in the Fund, a charitable nonprofit organization exempt from federal income taxation under Section 501(c)(3) or a charitable organization described in paragraphs 1 through 5 of Section 170(c) of the Internal Revenue Code.
- (f) Investor will not assign, encumber, or otherwise transfer any part of its interest in the Fund without consent of the Foundation.
- (g) The assets invested by the Investor in the Fund consist only of the assets of the general endowment fund or other funds of the Investor.
- (h) Investor authorizes the Foundation to provide information about the Investor's accounts and investments in the Fund by telephone or otherwise to persons identifying themselves as officers, directors, or other representatives of the Investor.
- (i) Investor agrees to reimburse the Foundation if the amount paid pursuant to any redemption order is determined to be in excess of the amount to which the Investor is entitled based on its investment in an agency fund as of the appropriate valuation date.
- (j) Investor agrees that redemptions from the Fund are payable exclusively from the net assets of the Fund and not from the general assets of the Foundation.
- (k) All financial benefits of the Fund distributed to the Investor will be used solely for its tax-exempt purposes.
- (l) When an Investor requests a distribution of all or substantially all (greater than 80%) of the Fund's liquid assets, less outstanding commitments, the Foundation will apply the "80/20 Payout Rule" as described in the Agreement.

**INVESTOR ACKNOWLEDGES AWARENESS OF THE FOLLOWING:**

- (a) The Foundation is not registered as an investment company, investment adviser, broker, or dealer under federal or state securities laws, and the offering of the Fund has not been registered under federal or state securities laws, in reliance upon applicable exclusions or exemptions from these laws. The Investor’s failure to comply with this agreement could jeopardize the availability of these exemptions.
- (b) The Fund is organized and operated at all times exclusively for investment by organizations that are charitable nonprofit organizations exempt from federal income taxation under Section 501(c)(3) of the Code or as described in paragraphs 1 through 5 of Section 170(c) of the Code. All financial benefits of the Fund will be distributed exclusively to its eligible Investors to be used solely for their tax-exempt purposes.
- (c) No federal or state agency has made any determination as to the fairness of an investment in the Fund nor made any recommendation or endorsement of the Fund.
- (d) The Foundation will not make an independent determination nor assume any responsibility as to whether funds invested by the Investor are endowment funds of the Investor or otherwise are appropriate for investment in the Fund.

**SIGNATURES:**

**To be completed and executed by one or more authorized signatories of the Investor:**

**Investment in the Fund is subject to investment risks, including possible loss of the principal amount invested. Redemptions are payable by the Foundation exclusively from the net assets of the Fund. An investment in the Fund is not guaranteed by the Foundation, the Roman Catholic Church, the Archdiocese of Los Angeles, or any other person or entity. Investments in the Fund are not transferable and may only be redeemed with a duly executed Redemption Form.**

**\*INVESTOR**

**CATHOLIC COMMUNITY FOUNDATION**

Agency: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*\*Officers, agents, or other persons acting in a representative capacity must furnish with this Agency Fund Agreement evidence acceptable to the Foundation that such persons have the power and authority from their organization to invest in the Fund, to authorize redemptions, and to execute the Agreement. Generally, this should consist of copies of the corporate resolution (certified by the corporation’s secretary or clerk), power of attorney, or other document pursuant to which such persons act in a representative capacity.*

*(FOR THE FOUNDATION’S USE ONLY)*

Date Form Received \_\_\_\_\_  
Date Accepted \_\_\_\_\_  
Reviewed by \_\_\_\_\_



**INVESTOR INFORMATION**

\_\_\_\_\_  
Name of Participating Charity

\_\_\_\_\_  
Account Name

\_\_\_\_\_  
Account No.

**CONTACT INFORMATION**

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Daytime Phone

**REDEMPTION AUTHORIZATION**

The Investor directs and authorizes the Catholic Community Foundation of Los Angeles (the "Foundation") to redeem \$ \_\_\_\_\_ or \_\_\_\_\_% of the investment in the above-named account.

**OPTIONS FOR RECEIPT** (*select one*):     Check mailed    **OR**     Wire Payment (*complete below*)

\_\_\_\_\_  
Bank Name

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Bank Address

\_\_\_\_\_  
Routing Number

\_\_\_\_\_  
Bank Phone Number

\_\_\_\_\_  
Account Name

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP

**AGREEMENTS**

The above redemption is made in accordance with and will be governed by the original terms, conditions and authorizations of the Agreement completed by the undersigned representative of the Investor. The Investor agrees that redemptions from the Fund are payable exclusively from the net assets of the Fund and not from the general assets of the Foundation. Payment of the amount requested generally will be made within ten (10) business days after receipt of this form by the Foundation. The Investor represents and warrants that it has the authority to execute and deliver this Fund Redemption Form.

**SIGNATURES:** (*must be one or more of the original agreement's previously authorized signers*)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*(FOR THE FOUNDATION'S USE ONLY)*

Date Form Received \_\_\_\_\_

Date Accepted \_\_\_\_\_

Reviewed by \_\_\_\_\_



### INVESTOR INFORMATION

\_\_\_\_\_  
Name of Participating Charity

\_\_\_\_\_  
Account Name

\_\_\_\_\_  
Account No.

### CONTACT INFORMATION

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Daytime Phone

### INVESTMENT AUTHORIZATION

The Investor directs and authorizes the Catholic Community Foundation of Los Angeles (the "Foundation") to invest \$ \_\_\_\_\_ into the above-named account in the:

\_\_\_\_\_ % Balanced Pool Fund

\_\_\_\_\_ % Intermediate Fund

\_\_\_\_\_ % Short-Term Investment Fund (*select one*)

- Wells Fargo
- East West Bank

**100 % Total**

*This form is accompanied by a check payable to the "Catholic Community Foundation of Los Angeles" for the amount of the investment, or the Investor has wire-transferred funds to the Foundation for the amount of the investment.*

### AGREEMENTS

The above investment is made in accordance with and will be governed by the original terms, conditions, and authorizations of the Agreement completed by the undersigned representative of the Investor.

**SIGNATURES:** (*must be one or more of the original agreement's previously authorized signers*)

**\*INVESTOR**

**CATHOLIC COMMUNITY FOUNDATION**

Agency: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

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

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

Print Name: \_\_\_\_\_

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

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

*\*Officers, agents, or other persons acting in a representative capacity must furnish with this Agency Fund Agreement evidence acceptable to the Foundation that such persons have the power and authority from their organization to invest in the Fund, to authorize redemptions, and to execute the Agreement. Generally, this should consist of copies of the corporate resolution (certified by the corporation's secretary or clerk), power of attorney, or other document pursuant to which such persons act in a representative capacity.*

(FOR THE FOUNDATION'S USE ONLY)

Date Form Received \_\_\_\_\_

Date Received \_\_\_\_\_

Reviewed by \_\_\_\_\_