

## AMENDED AND RESTATED INVESTMENT CONSULTING AGREEMENT

This Amended and Restated INVESTMENT CONSULTING AGREEMENT ("Agreement") is made and entered into as of December 2, 2016 by and between Cambridge Associates, LLC., a Massachusetts Limited Liability Company ("Consultant") and the Board of Regents of the Nevada System of Higher Education ("Client"). This Amended and Restated Investment Consulting Agreement replaces in its entirety the Investment Consulting Agreement between the parties dated October 1, 2011.

### 1. RECITALS

1.1 **RFP.** On or about June 22, 2011, Client issued a Request for Proposal (the "RFP") in connection with a search to hire an investment consulting firm to provide investment advice to the Investment & Facilities Committee of the Client (the "Committee").

1.2 **Prior Agreement.** Consultant has been engaged by Client as the investment consultant for Client pursuant to a written agreement between the parties which expired September 30, 2011 (the "Prior Agreement")

1.3 **Proposal.** On or about July 21, 2011, Consultant delivered to Client its formal written proposal in response to the RFP (the "Proposal").

1.4 **Presentation Materials.** On or about September 22, 2011, Consultant delivered to Client a document entitled "An Overview for Nevada System of Higher Education, September 22, 2011" (the "Presentation Materials") which contains certain power point slides that were shown to the Committee at its meeting on that date.

1.5 **Agreement.** The parties have agreed to enter into this Agreement pursuant to which Consultant will provide certain investment consulting services for certain compensation on the terms and conditions set forth below. In the event of a conflict between this Agreement and the RFP Response or presentation materials, this Agreement prevails. The parties agree that the consulting services being provided under this Agreement apply to Client's Operating Pool of assets only. All other Client assets are excluded from the scope of this Agreement.

### 2. SERVICES

2.1 **Services.** Consultant agrees to perform the Services as defined in Section 2.2, below, on the terms and conditions of this Agreement for the fees associated with such Services as described in Section 4 below. In addition, Consultant will perform such additional services as the Committee may, from time to time, request for such additional fees associated therewith. Any such additional services requested by Client shall be included in the Services. If the Committee or Client's staff shall request services not specifically enumerated below, such services shall be deemed to be included in the Services and no additional fee shall be become due and payable with respect thereto unless, prior to commencing such services,

Consultant shall advise Client, in writing that such services are, in Consultant's opinion, not included in the Services and the fees to be charged to Client with respect to such services.

2.2 **Scope of Work.** Consultant shall perform the services (the "Services") as more particularly described below.

- (a) Review and prepare an analysis of the suitability of all current investments in the Pool (as defined below);
- (b) Measure, monitor and report quarterly and annually on the performance of investments of Client's Operating Pool against appropriate industry benchmarks; Quarterly investment performance measurement reports covering one pool of assets with a maximum of twelve (12) investment managers will be provided.
- (c) Monitor the Pool asset allocations and provide rebalancing recommendations as appropriate;
- (d) Advise on the need for, assist with and conduct portfolio manager searches and/or funds searches, as and when it is prudent to identify new or replacement portfolio managers and/or funds;
- (e) Perform stress tests on investment funds in which the Pool has significant holdings;
- (f) Perform ongoing monitoring at the fund level (i.e., not for the sub-managers of fund-of-funds) with respect to all of Client's existing portfolio managers and proposed replacement portfolio managers recommended by the Consultant. Monitoring activities for private equity and venture capital managers include, without limitation, annual questionnaire and semi-annual phone calls or in-person meetings with the manager. Monitoring activities for marketable managers include, without limitation, the following:
  - (1) Annual phone, questionnaire, or in-person review of investment and compliance process with portfolio manager;
  - (2) Ad-hoc reporting on significant events,
  - (3) Issuing a quarterly questionnaire (may be substituted by in-person meeting, phone call, or review of appropriately detailed quarterly report) to assess:
    - (i) Performance including key attribution,
    - (ii) Performance versus the benchmark and peers, and
    - (iii) Whether performance suggests clients should take any action.
- (g) Prepare materials for Committee meetings, including but not limited to quarterly

performance reports and supporting documentation, and appropriate materials with respect to any Committee agenda item on which relevant Committee action is proposed or recommended;

- (h) Attend up to four quarterly and special Committee meetings located in the State of Nevada;
- (i) Coordinate with and assist Client's staff in producing reports/data requested by the Committee and/or Client's staff;
- (j) Provide telephone or email consulting to Client's staff as required;
- (k) Provide recommendation(s) related to income distributions from the Pool;
- (l) Monitor and provide independent alerts to impending risks that may impact fund performance relating to fund manager concerns and/or fund performance;
- (m) Assist Client in the on-going review of the established investment policies and guidelines of Client;
- (n) Provide Client with access to Consultant's proprietary research databases, directly through the Consulting Team or via secure website, on capital markets, investment managers and partnerships, comparative peer performance and quarterly and annual surveys of investment and financial data;
- (o) In connection with recommendations related to a change in investment managers or funds, unless otherwise directed by Client, provide at least two options for the Client to consider in addition to maintaining the status quo; and
- (p) Such additional services as are not inconsistent with the foregoing which are described in the RFP, the Proposal and the Presentation Materials

Within the context of providing the services described above, Consultant's analysis may refer to tax, legal, or other considerations related to various investment strategies or investments. However, Consultant shall not provide or otherwise be responsible for the provision of tax advice or legal counsel.

**2.3 Designated Representatives.** Initially, the representatives of Consultant who shall perform the Services shall be David Breiner and Wendy Walker. Consultant shall not remove or replace any members of the Consulting Team without, when practicable, first advising Client as to the individual being replaced and providing to Client a written copy of the appropriate information regarding the identity and relevant qualifications ("Qualifications") of the individual who will be substituted for the member of the Consulting Team who is being replaced. Client shall have the right, in its reasonable discretion to object to such substituted member of the Consulting team by written notice to Consultant within 15 days after receipt of the Qualifications. In the event Client shall

object, Consultant shall cooperate with Client to identify a substitute member of the Consulting Team who is satisfactory to Client. In addition, if Client becomes dissatisfied with the one or more members of the Consulting Team, Client shall so advise Consultant, and Consultant shall make a good faith effort to work with Client in identifying acceptable replacement member(s) of the Consulting Team within a reasonable time.

**2.4 Fiduciary Obligation.** Consultant agrees that, in performing the Services, it is a fiduciary to the extent of its investment advice. Consultant's role is to act as a consultant, assisting the Client in obtaining the level of expertise it needs to prudently fulfill its responsibilities. The Client retains the responsibility and authority for making all decisions with respect to investment matters, but in making those decisions, may draw upon the resources and expertise of Consultant to the extent it deems necessary to perform its responsibilities consistent with the standard of care applicable to Client. Consultant shall perform all Services subject to a standard of care that it agrees includes the requirement that it is to act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent investment advisor 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. Consultant will only make recommendations hereunder, and the Client agrees that it shall not hold Consultant or its affiliates, subsidiaries, members, managers, and employees liable for any error of judgment with respect to those investment recommendations or for any other acts or omissions provided that Consultant acts in good faith and has not committed gross negligence, malfeasance or any violation of applicable law with respect to such recommendation, act or omission.

**2.5 Conflicts of Interest.** Consultant shall advise Client of its knowledge of any conflicts of interest between it and any affiliated entities on the one hand, and the interests of Client on the other hand, including but not limited to revenue sources from parties who provide services or investment options to the Plans Pool.

### **3. INITIAL TERM AND RENEWAL PERIODS**

**3.1 Initial Term.** The initial term of this Agreement shall be for a period commencing December 2, 2016 and ending December 31, 2017. Notwithstanding such Term, either party reserves the right, in its sole and absolute discretion, to terminate this agreement on not less than ninety (90) days written notice. In the event of an early termination of this Agreement, the provisions of Sections 7 (Representations and Warranties) and 8 (Indemnification) shall survive and remain in full force and effect. Also, in the event of an early termination, fees paid in advance shall be prorated and the excess fees, net of expenses shall be refunded.

**3.2 Renewal Rights.** Client shall have the right, in its sole and absolute discretion, to renew this Agreement for two (2) additional one (1) year periods, with each such renewal being governed by all of the terms and conditions of this Agreement, including, but not limited to, the right to terminate this Agreement as provided in Section 3.1 hereof. The Fee for the Renewal periods shall be negotiated and determined based on the scope of services provided.

#### 4. COMPENSATION

4.1 **Annual Fee.** The Annual Fee for providing the Services described in Section 2.2 above shall be fifty thousand Dollars (\$50,000). The Annual Fee shall be payable annually in advance and is contingent upon a valid Discretionary Agreement for the Endowment being signed between the parties with an effective start date of December 1, 2016. If a Discretionary Agreement is not signed by both parties or is executed and then subsequently terminated, the Annual Fee for this Agreement will be adjusted in accordance with CA's then current fee schedule.

4.2 **Intentionally omitted.**

4.3 **Taxes.** All fees and reimbursable expenses invoiced in connection with the services provided under this Agreement may, during the Term, become subject to one or more taxes measured by the gross amounts payable to Consultant, including but not limited to value added tax, sales tax, enterprise and/or business tax (a "Gross Receipts Tax"). The amount of any such applicable Gross Receipts Tax shall be paid by the Client in addition to the fees and expenses payable under this Agreement. Furthermore, if any governmental agency requires withholding of taxes with respect to any sum payable to Consultant with respect to a Gross Receipts Tax, the Client shall withhold appropriately. Consultant shall give written notice to Client of any such applicable Gross Receipts Tax for which Client may have any such responsibility which are imposed by any jurisdiction outside of the State of Nevada at least 15 days in advance of Client incurring any such tax together with the type of liability, associated tax rates and the respective amounts. It shall be the Client's responsibility to file any such required tax returns on which the duty to file is imposed on a payor with respect to such tax, and to submit the amount of tax withheld to the respective revenue offices for the applicable governmental entity. The Client will also provide Consultant a copy of the filed return and/or any additional withholding documentation as provided by the applicable governmental entity.

#### 5. CONFIDENTIALITY.

5.1 **Non-public Information.** Except as required by applicable law or as agreed to in writing by Client in advance, Consultant shall keep the Non-public Information (as defined below) of Client confidential, in a manner equivalent to how Consultant maintains its own confidential information. Consultant agrees to exercise the same degree of care and protection with respect to Non-public Information of Client that it exercises with respect to its own confidential information, but in no event less than a reasonable degree of care and not to use such Non-public Information except as contemplated by this Agreement.

5.2 **Non-public Information Definition.** As used herein, Non-public Information includes (i) all information provided to Consultant by Client relating to Client's investments, fund balances, Client practices and policies, information provided to Consultant by investment managers managing Client's investments, and all other information disclosed to Consultant by Client and (ii) information and advice provided to Client regarding its investment activities, proposed investment activities, managers engaged or recommended to be engaged by Client, to the extent either such categories of

information is not generally known by or available to the public. For purposes of the foregoing, the fact Client may be obligated to disclose certain information pursuant to a Public Records request under applicable law shall not be deemed to exclude such information from the foregoing definition.

5.3 **Disclosure to Managers.** Notwithstanding the foregoing, Consultant may provide to any investment manager employed by Client such Non-public Information as is reasonably necessary for such investment manager to properly discharge its duties under the respective engagement.

5.4 **Consultant Confidential Information.** The information, data, research, advice and/or recommendations furnished by Consultant orally or in writing (the "Confidential Information") are strictly confidential. The Confidential Information is for the use of the Client, its officers, directors, employees, and trustees (the "Recipients") solely in relation to the investment and reinvestment of the Client's assets and may not be used for any other purpose or disclosed to any third party without the prior written consent of Consultant; provided, however, that the Client may disclose Confidential Information to the members of its investment committee (or equivalent body), its attorneys, accountants and tax advisors (with Recipients, collectively the "Representatives"). The parties agree that Confidential Information does not include information that has been published or is otherwise in the public domain, information that is disclosed to the Client by a third party under no obligation of confidentiality to Consultant, and information that is independently developed by the Client.

5.5 **Client Representatives.** The Client shall cause its Representatives to fully comply with and be bound by the terms of this Agreement to the same extent as if the Representatives were signatories to this Agreement and shall cause its Representatives to regard any and all Confidential Information they receive as confidential. In particular, no Confidential Information furnished by Consultant may be distributed to, or shared with, any other investment advisor or investment consultant that the Client may retain. The Client shall be responsible for any breach of this Agreement by any of its Representatives. The terms of this Confidentiality clause will survive the termination date of the services provided and continue for five years thereafter.

5.6 **Required Disclosures.** Notwithstanding the foregoing, Client may disclose the Confidential Information if such disclosure is required by law, regulation or legal process, in which case the Client will, to the extent permitted and practicable, give prompt notice to Consultant prior to such disclosure or use. Consultant understands and acknowledges that Client is a constitutional entity of the State of Nevada and is subject to Chapter 239 of the Nevada Revised Statutes (the Nevada Public Records Act) and that books and records in the custody or control of Client are presumed by law to be "public records" open to inspection and copying unless otherwise declared by law to be confidential. If Consultant objects to the disclosure of any information it has provided to Client as confidential or proprietary, Consultant shall indemnify, defend and hold harmless Client, its officers, employees and agents against any liabilities, claims, causes of action, fines and expenses (including reasonable attorney's fees) arising from Manager's request to withhold the information as confidential or proprietary.

5.7 **Return of Non-public Information.** Upon expiration or other termination of this Agreement, Consultant shall return to Client or destroy all records containing Non-public Information in its possession or under its control at Consultant's expense. Provided, however, notwithstanding the foregoing, Consultant shall be allowed to retain one (1) copy of Non-public Information to the extent that Consultant is required to maintain such information to comply with applicable legal and regulatory requirements and the document retention policy of Consultant.

5.8 **Notice.** In the event Consultant receives any demand or is served with any process requiring, purporting to require, or seeking to compel the disclosure of Non-public Information to any party not expressly authorized by Client, Consultant shall immediately give written notice thereof to Client in order for Client to take such action as Client deems appropriate to enjoin such disclosure. No failure of Client to take any action in any such instance shall be deemed a waiver of any provisions of this Agreement applicable to any other demand or process for Non-public Information.

## 6. REPRESENTATIONS AND WARRANTIES OF CONSULTANT

6.1 Consultant hereby represents and warrants to Client as set forth below, which representations and warranties shall remain true and correct throughout the Term except to the extent Consultant shall provide Client with written notice of any material change in its business, operations, ownership, affiliations and practices which might render any such representations false or inaccurate to any material degree:

- (a) Consultant acknowledges each of the Required Certifications set forth on pages 9 *et seq.* of the RFP and represents and warrants that statements set forth therein are true and accurate statements regarding the conduct of Consultants business operations, and to the extent any such Certifications are covenants, Consultant agrees to be bound by and adhere to the requirements contained therein except were any such provisions are inconsistent with the terms hereof in which event the terms of this Agreement shall prevail;
- (b) Consultant receives no compensation of any kind or nature from any fund managers, whether for recommending use of fund manager services, as compensation for products or services provided to fund managers, or otherwise;
- (c) All statements of fact contained in the Proposal and Presentation Materials are true and correct;
- (d) Consultant is a duly organized limited liability company organized under the laws of the Commonwealth of Massachusetts, and is permitted to do business in the States of Nevada and each other jurisdiction in which Consultant shall provide the Services;
- (e) This Agreement is duly authorized, executed and delivered by Consultant.

This Agreement is, and shall be valid and legally binding upon Consultant and enforceable in accordance with their respective terms; and

- (f) Consultant has the power, right and authority to enter into and perform all of the obligations required of Consultant under this Agreement and neither entering this Agreement nor discharging the obligations hereunder shall constitute a breach of any Agreement to which Consultant is a party.
- (g) Consultant represents and warrants that it is a registered investment advisor under the Investment Advisers Act of 1940 as amended, and that such registration is currently effective. Consultant's employees and other associated persons may purchase securities that are owned by one or more of Consultant's clients provided that such activities do not conflict with the securities laws, Consultant's insider trading policies, Code of Ethics, or any other company policies with respect to personal trading.
- (h) Consultant represents and warrants that the signatory to this Agreement on its behalf is authorized to enter into this Agreement.

6.2 Client hereby represents and warrants to Consultant as set forth below, which representations and warranties shall remain true and correct throughout the Term except to the extent Client shall provide Consultant with written notice of any material change in its business, operations, ownership, affiliations and practices which might render any such representations false or inaccurate to any material degree

- (a) Client has received a copy of Part 2 of Consultant's Form ADV.
- (b) Client also represents and warrants that it is an "accredited investor" under Rule 501 of Regulation D of the Securities Act of 1933, a "qualified client" under Rule 205-3 of the Investment Advisers Act of 1940, and a "qualified purchaser" under Section 2(a)(51)(A) of the Investment Company Act of 1940.(b).
- (c) Client represents and warrants that the signatory to this Agreement on its behalf is authorized to enter into this Agreement.

## 7. INDEMNIFICATION

7.1 **Indemnification by Consultant.** The Consultant shall indemnify, defend and hold harmless Client, its officers, employees accountants, attorneys and agents from and against any and all third party liabilities, claims, losses, costs and/or expenses to including attorney fees, arising either directly or indirectly from any negligent, willful or intentionally wrongful act or failure to act by the Contractor or any of its officers or employees, agents or subcontractors which may occur during or which may arise out of the performance of this Contract. National and state securities laws may impose liabilities under certain circumstances on persons who act in good faith, and therefore nothing herein shall in any

way constitute a waiver or limitation of any rights that the Client may have under any such securities laws.

7.2 **Indemnification by Client.** Per Section 6 of the General Terms and Conditions on page 6 of the RFP, Consultant shall and hereby does release and discharge Client from liability for and Consultant hereby assumes all risk of loss or damage to property of Consultant. To the extent limited in accordance with NRS (Nevada Revised Statutes) 41.0305 to NRS 41.039, the Client shall indemnify, defend, and hold harmless the Consultant from and against any and all third party liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by the Client or any of its officers or employees, which may occur during or which may arise out of the performance of the Agreement. The Client will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Client's indemnity obligation for actions sounding tort is limited in accordance with the provisions of NRS 41.035 to \$100,000.00 (as such limit may be amended from time to time) per cause of action.

## 8. MISCELLANEOUS

8.1 **Entire Agreement.** This Agreement, r is the entire agreement between the parties with respect to the subject matter hereof, and no alteration, modification or interpretation hereof shall be binding unless in writing and signed by both parties.

8.2 **Severability.** If any provision of this Agreement or its application to any party or circumstances shall I be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

8.3 **Applicable Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Nevada regardless of the laws that might otherwise govern under applicable principles of conflicts of law thereof. The parties each consent to the exclusive jurisdiction of the courts located in Clark County for any action to construe or enforce this Agreement.

8.4 **Assignability.** Neither party may directly assign or transfer any of such party's rights, obligations and interests under this Agreement, to any person or entity without the prior written consent or approval of the other party, which consent or approval must be requested in writing and which consent may be given in the non-assigning party's sole and absolute discretion. Consultant shall notify the Client within a reasonable period of any changes in the control of Consultant. Notwithstanding this Section, notice is hereby provided and the Client hereby agrees that certain research, data collection, and other services to be provided under this Agreement may be performed by Cambridge Associates Limited ("CA Ltd") and/or Cambridge Associates Asia Pte Ltd ("CA Asia"). CA Ltd and CA Asia are under common ownership and control with Consultant.

8.5 **Successors Bound.** This Agreement shall be binding upon and inure to the benefit of Purchaser and Seller and their respective successors and permitted assigns.

8.6 **No Public Disclosure.** All press releases or other dissemination of information to the media or responses to requests from the media for information relating to the transaction contemplated herein shall be subject to the prior written consent of the parties.

8.7 **Captions; Interpretation.** The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement

8.8 **No Partnership.** Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or permitted assigns.

8.9 **Time of Essence.** Time is of the essence with respect to the performance of the obligations of parties under this Agreement.

8.10 **Counterparts.** This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument

8.11 **Proper Execution.** This Agreement shall have no binding force and effect on either party unless and until both parties shall have executed and delivered this Agreement.

8.12 **Waiver.** No waiver of any breach of any agreement or provision contained herein shall be deemed a waiver of any preceding or succeeding breach of any other agreement or provision herein contained. No extension of time for the performance of any obligation or act shall be deemed an extension of time for the performance of any other obligation or act.

8.13 **Notices.** Any notice required or permitted to be given hereunder may be served by a party or its attorney and must be in writing and shall be deemed to be given when (a) hand delivered, or (b) one (1) business day after pickup by Emery Air Freight, United Parcel Service (Overnight) or Federal Express, or another similar overnight express service, or (c) transmitted by telecopy, facsimile, or electronic mail provided that a counterpart of such notice is also delivered pursuant to one of the two manners specified in (a) or (b) above by the close of the next business day following the day of such telecopy, facsimile or electronic mail,

in any case addressed to the parties at their respective addresses set forth below:

If to Consultant:

Matthew F. Dowgert,  
Assistant General Counsel  
Cambridge Associates, LLC  
125 High Street  
Boston, MA 02110

Fax (617) 457-7132

If to Client:

Director of Banking and Investments  
Nevada System of Higher Education 2601  
Enterprise Road  
Reno, NV 89512

Fax (775)784-1127

With a Copy to:

Vice Chancellor For Finance Nevada  
System of Higher Education 2601  
Enterprise Road  
Reno, NV 89512  
Fax(775)784-1127

And to

Vice Chancellor for Legal Affairs  
Nevada System of Higher  
4300 S. Maryland Parkway  
Las Vegas, Nevada 89119

Fax (702) 889-8495

or, in each case to such other address as either party may from time to time designate by giving notice in writing pursuant to this Section to the other party. Effective notice will be deemed given only as provided above, except as otherwise expressly provided in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

**"CONSULTANT"**

**"CLIENT"**

Cambridge Associates, LLC., a  
Massachusetts Limited Liability Company

Board of Regents of the Nevada System of  
Higher Education

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

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