

US Dollar Short Term Cash Sweep Vehicle

**Account
Information**

Name: **The Lynde and Harry Bradley Foundation, Inc.**

Number: **LHB**

YCFTIF15

SHORT TERM CASH SWEEP VEHICLE: *CF Government Temporary Investment Fund*

SELECTED FUND: *CFTIF15 cusip 996188686* (the "Fund")

BNY Mellon is hereby directed to invest all uninvested cash in the above listed account (the "Account") in the Fund and to disinvest as required to meet Account needs unless notified otherwise in writing.

Proxy materials are to be sent to the contact that has voting authority as set forth in the New Account Opening Client Direction.

The Client acknowledges receipt of information setting forth fees charged by the Fund and, where applicable, further acknowledges that a Prospectus is available upon request.

LMD*

LATE MONEY DEPOSIT:

BNY Mellon is hereby directed to make deposits to the Late Money Deposit where uninvested cash cannot be invested in the Fund unless notified otherwise in writing.

- **LMD** is designed to accommodate investment of funds received after the established deadline for Fund transactions.
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NOTICE REGARDING FDIC COVERAGE FOR LMD: LMD is an interest bearing bank deposit account. Under the FDIC's general deposit insurance rules, deposits such as LMD may be insured up to a maximum amount of \$250,000.

Signature:



Date:

12/23/10

please type or print name:

R. M. LEMKE

AGREEMENT OF TRUST

This Agreement of Trust is entered into between the THE LYNDE AND HARRY BRADLEY FOUNDATION (hereinafter called the "Settlor"), an organization exempt from income tax pursuant to Section 501(c) or (d) of the Internal Revenue Code of 1986, and THE BANK OF NEW YORK MELLON, a New York state bank with its principal place of business in New York, NY (hereinafter with its successors in trust called the "Trustee"), for the purposes and subject to the provisions hereinafter set forth.

FIRST: Purpose/Trust Estate. The Settlor wishes to engage the Trustee to assist it with the performance of certain fiduciary duties, including, but not limited to, the care and custody of a portion of its assets, the management and investment of such assets and the making of distributions in furtherance of its charitable purposes. For that purpose, the Settlor hereby agrees to convey and the Trustee hereby agrees to receive in trust the assets listed in Schedule A hereto and such other property as is acceptable to the Trustee that the Settlor may from time to time transfer to the Trustee. The Trustee declares that it will hold, manage and invest the same, together with the net income therefrom, in accordance with the terms and conditions of this Agreement, as amended from time to time. After paying or making provision for all expenses of the trust, including compensation for its services as provided in Schedule B, the Trustee will dispose of such trust property as hereinafter provided.

SECOND: Trust Payments. All income of the trust shall be accumulated. The Trustee shall pay to the Settlor, or in accordance with the Settlor's instructions in writing, such part or all of the net income or principal of the trust as the Settlor requests at least one (1) day prior to the date on which payment is to be made. The Trustee may at any time or times and for any reason pay all or any part of the trust property to the Settlor even though the Settlor does not request such payment. The Settlor shall verify in writing to the Trustee the names, and provide specimen signatures, of the person or persons duly authorized by the Settlor to provide instructions to the Trustee pursuant to this Article. The Trustee shall have no responsibility to ascertain whether any direction received by it from the Settlor in accordance with this Article is proper, or to see to the application of any payment made by the Trustee pursuant thereto. The Trustee may at any time or times agree in writing to waive any notice requirement provided for by this Article.

To the extent the Trustee advances funds to the trust for disbursements or to effect the settlement of purchase transactions, the Trustee shall be entitled to collect from the trust reasonable charges established under the Trustee's standard overdraft terms, conditions and procedures.

THIRD: Investment Authority of Trustee. The Trustee shall have and may exercise at any time or times, without license of court or notice to or consent of anyone, the following powers, authorities and discretions, which shall continue until final distribution of the assets of the trust for the purpose of distributing the trust estate:

To retain, purchase and invest in any securities or other investments reasonably determined by the Trustee in its sole discretion to be appropriate to achieve the investment objective specified in Schedule C, as amended from time to time.

In furtherance of the foregoing powers and to the extent authorized by law, the Trustee may invest the assets of the trust in units of one or more common trust funds maintained by the Trustee or its affiliate from time to time.

In carrying out the power granted pursuant to this Article Third the Trustee shall have the broadest investment discretion permitted by law with respect to the assets of the Trust.

FOURTH: Additional Powers of Trustee. The Trustee shall have the full power, authority and discretion with respect to any and all trust property at any time received or held for the Settlor to do and perform all such acts and exercise all such rights and privileges as could be done, performed, taken or exercised by the absolute owner thereof, including, but not limited to, the following:

- (a) to deposit any security with any protective or reorganization committee, and to delegate to such committee such power and authority with relation thereto as the Trustee may deem proper, and to agree to pay out of the trust such portion of the expenses and compensation of such committee as the Trustee may deem proper;

- (b) subject to the investment objective set out in Schedule C, to purchase and subscribe for any securities or other property;

- (c) to extend the time of payment of any obligation;

- (d) to compromise, arbitrate, or otherwise adjust claims in favor of or against the trust including claims for taxes, and to accept any property, either in total or partial satisfaction of any indebtedness or other obligation, and, subject to the provisions hereof, to continue to hold the same for such period of time as the Trustee may deem proper;

- (e) to register and carry any securities or property of the trust in the name of a nominee or nominees without designation of trust;

- (f) subject to the investment objective set out in Schedule C, to keep securities at any place or places selected by it, and to deposit such securities with a custodian, agent, or depository inside or outside of the United States;

- (g) to borrow money, with or without security, for the trust from any legally permissible source;

(h) to designate the broker or brokers through which securities transactions will be made (which may be affiliates of the Trustee);

(i) to employ such consultants, depositories, investment advisers, counsel, custodian (including foreign subcustodians) or other agents, for any of the above or other purposes, any of which may be an affiliate, and to determine the reasonable sums which shall be paid for such services and to make payment of the same out of the trust, provided that any investment advisory fees shall be paid by the Trustee;

(j) to make, execute and deliver as Trustee all advances, contracts, waivers, releases and other instruments in writing necessary or proper in the execution of any of the foregoing powers and to do all such acts, take all such proceedings and exercise all such rights and privileges in the proper discharge of its trust hereunder, whether hereinbefore specifically referred to or not, with relation to any property of the trust as could be done, taken and/or exercised by the absolute owner thereof; and

(k) if Trustee advances cash or securities for any purpose, or in the event that Trustee shall incur or be assessed taxes, interest, charges, expenses, assessments, or other liabilities in connection with the performance of this Agreement, except such as may arise from its own negligent action, negligent failure to act or willful misconduct, in order to secure repayment of the Settlor's obligations to the Trustee, the Settlor hereby pledges and grants to the Trustee a continuing first lien and security interest in, and right of set-off against, all of the Settlor's right, title and interest in the assets held in this Trust (including the proceeds thereof). The Settlor represents that it owns the asset held in the Trust free and clear of all liens, claims, security interests, and the first lien and security interest granted herein shall be subject to no setoffs, counterclaims, or other liens prior to or on a parity with it in favor of any other party (other than specific liens granted preferred status by statute). The Settlor shall take any additional steps required to assure the Trustee of such priority security interest, including notifying third parties or obtaining their consent. The Trustee shall be entitled to collect from the Trust sufficient cash for reimbursement, and if such cash is insufficient, to sell the assets in the Trust to the extent necessary to obtain reimbursement. In this regard, the Trustee shall be entitled to all the rights and remedies of a pledgee and secured creditor under applicable laws, rules or regulations as then in effect.

FIFTH: Annual Accounts. Within ninety (90) days following the fiscal year of the trust, the Trustee shall render an account to Settlor of its administration of the trust. The Settlor shall be deemed to have approved an account if it assents to the account in writing or if it does not communicate to the Trustee its written objection to the account within ninety (90) days after the date on which the account is rendered.

The approval of any account at any time as hereinabove provided shall constitute a full and complete discharge to the Trustee from further accountability or liability as to all matters and transactions stated therein or shown thereby and as to all persons (whether in being or under disability or not) who have been, are then or may thereafter become entitled to share in the trust property.

SIXTH: Liability of the Trustee. In performing its duties under this Agreement, the Trustee shall exercise the same care and diligence that it would devote to its own property in like circumstances. The Settlor shall indemnify and hold harmless the Trustee from and against all losses, including reasonable counsel fees and expenses in third party suits and in a successful defense of claims asserted by the Settlor, relating to or arising out of the performance of the Trustee's obligations under this Agreement, except to the extent resulting from the Trustee's negligence or willful misconduct. This provision shall survive the termination of this Agreement. Under no circumstances shall the Trustee be liable to, or be required to indemnify, the Settlor or any third party for indirect, consequential or special damages arising in connection with this Agreement.

SEVENTH: Force Majeure. Notwithstanding anything in this Agreement to the contrary, the Trustee shall not be responsible or liable for any failure to perform under this Agreement or for any losses, costs, expenses, damages, liabilities and claims to the trust resulting from any event beyond the reasonable control of the Trustee. This Section shall survive the termination of this Agreement.

EIGHTH: Power of Revocation and Amendment. The Settlor shall have the right to revoke or amend this instrument and the trust hereby created, either in whole or in part, by an instrument signed by the Settlor and delivered to the Trustee; provided, however, that any amendment shall be effective only if consented to in writing by the Trustee. Upon termination of the trust pursuant to this Article the property then held in trust, less such taxes, assessments and charges, including expenses and compensation of the Trustee, as may properly be assessed against or charged upon the trust funds in the hands of the Trustee, shall be transferred and conveyed to the Settlor, or as the Settlor may in writing direct, and the Settlor's receipt therefor shall be a sufficient acquittance of the Trustee. The Trustee may amend Schedule C hereto by an instrument signed by the Trustee and acknowledged by the Settlor.

NINTH: Resignation of the Trustee. The Trustee may in writing resign at any time from the trust and shall promptly deliver written notice of its resignation to the Settlor. Failure to give any notice shall not invalidate the resignation, but it shall not be effective as against any person dealing in good faith with the apparent Trustee of the trust without knowledge thereof. Upon resignation of the Trustee, the trust created hereunder shall terminate and the trust property shall be distributed to the Settlor in accordance with the provisions of Article Eighth hereof.

TENTH: Termination/Beneficial Interest Not Assignable. Unless sooner terminated by payments of trust property as hereinabove provided, the trust shall

terminate (i) upon the revocation of the trust by the Settlor pursuant to Article Eighth hereof, or (ii) upon the bankruptcy of the Settlor (without regard to the bankruptcy of any beneficiary of a Settlor which is a trust), or (iii) upon resignation of the Trustee as provided in Article Ninth, whichever shall first occur, whereupon the Trustee shall pay the remaining property of the trust to the Settlor in the case of a revocation of the trust or the resignation of the Trustee, or to the trustee in bankruptcy or receiver of the Settlor's estate in the event of the Settlor's bankruptcy. The Settlor may not assign or otherwise dispose of its interest in the trust.

ELEVENTH: Applicable Law. The validity, interpretation, construction and administration of the trust hereby created shall in all respects be governed by the laws of the state of New York. The parties hereby expressly waive, to the full extent permitted by applicable law, any right to trial by jury with respect to any judicial proceeding arising from or related to this Agreement.


TWELFTH: Certificate of Trustee. With respect to the terms of this instrument, the existence and terms of any amendments hereto, the termination of the trust hereunder and the identity, decision and actions of the Settlor and the Trustee, all persons may rely conclusively on the facts stated in a certificate signed by the Trustee.

THIRTEENTH: Representations of Settlor/Duty to Report Changes. The Settlor represents to the Trustee that (a) it has the authority to enter into and perform its obligations under this Agreement; (b) the execution and delivery of this Agreement does not violate any provision of the laws or regulations applicable to the Settlor or any governing documents pursuant to which the Settlor is established; (c) the Settlor is an organization exempt from United States income tax pursuant to Section 501(c) or (d) of the Internal Revenue Code of 1986; and (d) upon acceptance by the Trustee, this Agreement shall be valid and binding upon the Settlor. The Settlor agrees to notify the Trustee promptly of any notification or determination by the Internal Revenue Service which adversely affects its status as an organization exempt from United States income tax.

FOURTEENTH: Effective Date. This Agreement shall not be effective until accepted by the Trustee.

Executed under seal this 27th day of December, 2010

Settlor: THE LYNDE AND HARRY BRADLEY
FOUNDATION

By: 
Name: L.M. LEMPRE
Title: VP - INVESTMENTS
Date: 12/23/10

Accepted and agreed to:

THE BANK OF NEW YORK MELLON, as Trustee

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

ASSET SCHEDULE

Cash balances from various investment pool accounts.

Executed this 23rd day of December, 2010.

Settlor: THE LYNDE AND HARRY BRADLEY
FOUNDATION

By: D.M. LEMPRE
Name: R.M. LEMPRE
Title: JP - INVESTMENTS
Date: 12/23/10

Acknowledged and agreed to:

THE BANK OF NEW YORK MELLON, as Trustee

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE B


FEE SCHEDULE

.0015 of market value based on the average daily balance of investments in the Common Trust Fund(s).

\$20.00 per each non-Common Trust Fund purchase or sale or maturity.

Executed this 23rd day of December, 2018.

Settlor: THE LYNDE AND HARRY BRADLEY
FOUNDATION

By: 
Name: R. M. LEMPLE
Title: JP - INVESTMENTS
Date: 12/23/18

Acknowledged and agreed to:

THE BANK OF NEW YORK MELLON, as Trustee

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE C
INVESTMENT OBJECTIVE

Cash will be invested with the primary objectives of capital preservation and liquidity, consistent with a conservative investment approach through the investment in a diversified portfolio of U.S. Government, U.S. Government Agency securities and overnight repurchase agreements subject to a minimum 102% collateralization.

The Trustee may implement this objective through the use of its common trust funds, including but not limited to, the CF Charitable Government Temporary Investment Fund (the "Fund"). The Trustee's fees for management of amounts invested in the Fund shall be netted against the income distributed from the Fund to the Trust.

This investment objective supersedes any other investment objectives, guidelines or directions with respect to the investment of cash of the Trust.
