

PARTICIPATION AGREEMENT

For Participating Plans in the Wilmington Trust Collective Investment Trust

This Participation Agreement (this "Participation Agreement") is entered into by and between the plan fiduciary (the "Plan Fiduciary") named on the signature page hereto on behalf of the qualified retirement plan listed in Appendix A (the "Participating Plan") and Wilmington Trust, N.A. ("Trustee"), as trustee under the Wilmington Trust Collective Investment Trust (the "Trust").

The Trustee maintains the Trust for the collective investment of certain qualified retirement plan assets. The Trust holds assets in investment funds established under the Trust. The Participating Plan wishes to invest assets of the Participating Plan in certain of the Trust's investment funds as listed in Appendix B attached to this Participation Agreement ("Funds") and become a Participating Plan (as such term is defined in the Trust) in the Trust.

The parties hereto agree as follows:

1. Appointment of Trustee. The Plan Fiduciary hereby appoints the Trustee as an investment manager [within the meaning of Section 3(38) of the Employee Retirement Income Security Act, as amended ("ERISA")] of the Participating Plan to the extent of the Participating Plan's investment in the Trust and the Funds, subject to the limitation that the Trustee has no responsibility for any Participating Plan decision to invest assets in or withdraw assets from the Trust, and the Trustee hereby accepts such appointment. As required under Section 3(38) of ERISA, the Trustee acknowledges that it is a fiduciary (within the meaning of Section 3(21) of ERISA) of the Participating Plan to the extent of the Participating Plan's investment in the Trust.
2. Investment of the Assets. Assets of the Participating Plan shall be delivered to the Trustee by the Participating Plan from time to time for investment in the Trust. The Trustee shall have the powers and authorities ascribed to it in the instrument governing the Trust, including the authority to appoint investment advisers to manage all or a portion of the assets of the Trust. The Participating Plan shall designate such Funds established under the Trust for the investment of the Participating Plan assets. Assets of the Participating Plan invested under this Participation Agreement may be commingled with assets of other tax qualified employee benefit trusts in Funds.
3. Adoption of the Trust. The terms and conditions of the Trust instrument and applicable exhibits and appendices thereto (attached as Exhibit A) are hereby adopted and incorporated by reference into the Participating Plan. The Plan Fiduciary acknowledges, on behalf of the Participating Plan, having received a copy of each such instrument and Fund Declaration for each Fund in which the plan is investing and agrees to be bound by their respective terms.
4. Authorized Persons. From time to time, the Participating Plan may specifically authorize in writing parties who may communicate directions, instructions or other notices on its behalf to the Trustee (each, an "authorized person"). The Trustee is authorized to act and rely upon any directions, instructions or certifications received from any such authorized person unless and until the Trustee has been notified in writing of a change in such authorized person.
5. Representations and Warranties. The Plan Fiduciary represents and warrants to the Trustee the following:
 - (a) The Plan Fiduciary is a "named fiduciary" of the Participating Plan within the meaning of Section 402(a)(2) of ERISA and has the full power and authority and has taken all action necessary to enter into and perform this Participation Agreement.
 - (b) The Participating Plan maintains a governing document that provides that it is impossible for any part of the corpus or income of such trust or custodial account to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries.

- (c) The Participating Plan is willing and able, at the request of the Trustee, to furnish a favorable determination letter from the Internal Revenue Service, to furnish an opinion of counsel, or to provide other evidence acceptable to the Trustee, that demonstrates that the retirement trust qualifies for exemption from federal taxation pursuant to the Internal Revenue Code of 1986, as amended (the "Code").
- (d) The Participating Plan consists of qualified retirement plan assets and is one of the following (check the applicable provision of this paragraph 5(d):
- A retirement, pension, profit-sharing, stock bonus, or other employee benefit trust or custodial account which is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code and, if such trust or custodial account covers one or more self-employed individuals within the meaning of Section 401(c)(1) of the Code, which satisfies the applicable requirements of the Investment Company Act of 1940, as amended (the "Investment Company Act") and the Securities Act of 1933, as amended, (the "1933 Act") or SEC Rule 180, or any successor ruling, regulation, or similar pronouncement, regarding participation by such investor in a collective investment trust; or
 - An eligible governmental plan trust or custodial account under Section 457(b) of the Code which is exempt from Federal income taxation under Section 457(g) of the Code; or
 - A governmental plan described in Section 401(a)(24) of the Code; or
 - A common, collective or commingled trust fund, including, but not limited to, any such fund maintained by the Trustee, which consists solely of the assets of investors described in this Paragraph 5(d); or
 - A separate account maintained by a life insurance company so long as (i) all of the assets in the separate account consist solely of assets of group trust retiree benefit plans as defined in Revenue Ruling 2011-1 and as modified by Revenue Ruling 2014-24 or any successor ruling, regulation or similar pronouncement; (ii) the insurance company maintaining the separate account enters into a written arrangement with the Trustee consistent with the requirements of Revenue Ruling 2011-1 (including the requirement that no part of the corpus or income of any of the group trust retiree benefit plans be used for, or diverted to, any purpose other than for the exclusive benefit of the plan participants and their beneficiaries); and (iii) the assets of the separate account are insulated from the claims of the insurance company's general creditors; or
 - A trust or custodial account created under an employees' pension or profit sharing plan that is a Puerto Rican plan described in Section 1022(i)(1) of ERISA that meets the requirements of Revenue Ruling 2011-1, as modified by Revenue Ruling 2014-24; or
 - A church plan (as defined in Section 414(e) of the Code), including a plan described in Section 401(a) of the Code and a retirement income account described in Section 403(b)(9) of the Code, or an organization described in Section 414(e)(3)(A) of the Code the principal purpose or function of which is the administration of such a plan or account.
- (e) The Participating Plan is (A) a qualified institutional buyer within the meaning of Rule 144A of the Securities Act of 1933, and (B) either (i) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, or (ii) an employee benefit plan within the meaning of ERISA, that is not an individual retirement account.
- (f) All directions, authorizations and investments under this Participation Agreement by the Plan Fiduciary or other authorized person(s) will be made in accordance with the terms of the Participating Plan and this Participation Agreement and any law, regulation or other legal authority governing the operations and investments of the Participating Plan.
- (g) The terms of the Participating Plan permit the commingling of Participating Plan assets in a collective investment fund with the assets of other tax qualified plans and this Trust is adopted as part of the Plan Fiduciary's Plan.
- (h) The investment in the Funds does not constitute a "prohibited transaction" as such term is defined in Section 406 of ERISA and Section 4975 of the Code.

- (i) The Plan Fiduciary acknowledges and understands that the Trustee may rely upon U.S. Department of Labor Prohibited Transaction Exemption (“PTE”) 91-38 with respect to certain Trust transactions from time to time. PTE 91-38 generally permits certain otherwise prohibited transactions under ERISA between bank collective funds, such as the Trust, and certain parties related to the investing plan so long as such related party has neither exercised nor has any discretionary authority, control, responsibility or influence with respect to the investing plan’s decision to invest in or maintain an investment in the collective fund. To meet PTE 91-38, the Plan Fiduciary hereby represents and warrants to the Trustee that the party responsible for either investing Participating Plan assets in the Trust or maintaining such investment in the Trust is neither affiliated with nor has or will rely upon investment advice regarding such investment from the Trustee or the Fund’s sub-advisor (if any) or either of their affiliates, as identified in the Fund’s disclosure statement from time to time.
 - (j) The Plan Fiduciary acknowledges that the Trustee does not intend to register with the Commodity Futures Trading Commission (“CFTC”) as a “commodity trading advisor” or “commodity pool operator” under the Commodity Exchange Act of 1936, as amended, with respect to the Fund in reliance upon one or more exemptions from such registration requirements or exclusions from the definition of “commodity pool operator.”
 - (k) The representations and warranties contained herein shall be deemed to be restated on each investment in and withdrawal from any Fund. The Plan Fiduciary will promptly notify the Trustee if the Participating Plan no longer satisfies the eligibility requirements of Section 2.1 of the Trust.
 - (l) The person executing this Participation Agreement on behalf of the Plan Fiduciary is duly authorized to execute and deliver this Participation Agreement on behalf of the Plan Fiduciary and to legally bind the Plan Fiduciary to this Participation Agreement.
6. Use of Affiliated Funds. The Plan Fiduciary acknowledges and agrees that the Trustee is authorized to invest all or any portion of the assets of the Fund in interests in one or more collective investment trusts (“Collective Trusts”) maintained by the Trustee which are exempt from taxation under Section 501(a) of the Code. To the extent that the Trustee invests assets of the Fund in such a Collective Trust, the instrument establishing the Collective Trust is hereby adopted and incorporated by reference into the Participating Plan. A copy of such instrument is available upon request.
7. Withdrawal. The Participating Plan expressly acknowledges and agrees to the restrictions on withdrawal set forth in the Trust (including the applicable fund declaration as may be appended to the Trust). Advance written notice of 5 business days is required for any Plan Sponsor directed withdrawal that will exceed \$1,000,000.
8. Additional Information. The Participating Plan will provide the Trustee (or its authorized representatives) with such information and documentation as it may reasonably request to monitor and ensure compliance with applicable law.
9. Fees. For trusteeship and management of the Trust, the Trustee shall be entitled to receive the fees calculated in accordance with the Fee Schedule set forth as Appendix B hereto. The Plan Fiduciary acknowledges and agrees that such fees are not more than reasonable compensation for the services provided by the Trustee. The Fund may be subject to additional fees as set forth in Appendix B, including payments to third-party administrators and recordkeepers, as well as payments to brokers and other financial intermediaries that provide services to the Participating Plan in connection with its investment in the Fund. Appendix B may be amended from time to time upon written notice to the Participating Plan. Fees shall be deducted prior to distribution.
10. Limitation of Liability. The Trustee will not be responsible or liable for any action or omission on the part of any other fiduciary to the Participating Plan, except as otherwise required by applicable law. To the fullest extent permitted by applicable law, the Trustee will be indemnified out of assets of the Trust for expenses, costs and damages it may incur by reason of any act taken or not taken in good faith and in the exercise of reasonable care, including reasonable expenses of defending any action brought with respect to any action so taken or omitted.
11. Indemnification. The Plan Fiduciary and the Participating Plan hereby agree to indemnify and hold harmless the Trustee against any liability, losses or expenses arising from (a) the Trustee’s reliance on any direction, instruction, or other notice given to the Trustee by any authorized persons on the Participating Plan’s behalf, or (b) any breach of this Participation Agreement by the Participating Plan or the Plan Fiduciary.

- 12. Termination. This Participation Agreement may be terminated by either party hereto upon 30 days' advance written notice to the other party. Upon notice of termination, the Trustee shall distribute the assets of the Participating Plan from the Fund in accordance with the provisions hereof and the Trust. Until the Participating Plan's entire interest in the Trust has been distributed, the terms of the Trust and this Participation Agreement shall continue to govern the parties' obligations regarding assets invested in the Trust.

- 13. Miscellaneous. This Agreement may be amended at any time by prior written notice to the Participating Plan, except no amendment shall change the representations and warranties of a Participating Plan without its written concurrence. Any notice or direction under this Agreement shall be in writing and shall be effective when actually received. Notice may be delivered personally or by facsimile, express delivery, registered or certified mail, postage prepaid, return receipt requested. This Agreement shall be binding upon the successors and assigns of any and all present or future parties. This Agreement and the obligations of the parties, including without limitation the applicability of state banking and securities laws, shall be governed by and interpreted under the laws of the state of New York to the extent not superseded by federal law. This Agreement, together with the Trust instrument, all exhibits and appendices thereto, constitute the entire agreement between the Participating Plan and the Trustee regarding the subject matter of this Agreement.

- 14. Authorization of Electronic Signatures. *Applies only if this Agreement includes an electronic signature using a nationally recognized e-signature service provider.* In order to enable the electronic signature hereof, under both the Federal E-Sign statute and any applicable state statutes modeled after Uniform Electronic Transactions Act, the parties hereby state as follows: by signing below, each of the parties acknowledges and agrees that it has agreed to conduct transactions electronically and that any electronic signature, or other electronic manifestation of assent hereto in the form specified, is and will be the signature of such party for all purposes.

This Participation Agreement is entered into and effective as of this _____ day of _____, 20__.

Plan Fiduciary:

Wilmington Trust, N.A.

By: _____
(Signature)

By: _____
(Signature)

(Name and Title)

(Name and Title)

General Instructions: Click on the field to enter your data and **Press F1 for Help.**
 If a [Form 5500](#) (click for look up) has not been filed for the Plan or the Plan Tax I.D. or address does not match the Form 5500, please include a signed IRS Determination Letter, Form W-9 or Plan Document / Adoption Agreement to confirm Plan information and avoid delays in processing.

Need assistance or have questions? Call 866.427.6885 or email FundAccountingClientSvcs@wilmingtontrust.com

APPENDIX A Participating Plan

Plan Information

Is this a Start Up Plan?	
Name of Participating Plan	
Address	
City State, Zip	
Telephone	
Plan Sponsor's Name	
Contact Name and Email	
Plan Tax I.D. #	
Plan (PN) # (Form 5500)	
Plan Type	Government entity?
Estimated Funding Information (if known)	\$ Trade Date:

Recordkeeper Information

Recordkeeper Name	
Recordkeeper Contact Name	
Address, City State, Zip	
Email	
Telephone	

Fund/Trading Information

NOTE: If your Recordkeeper is not listed, contact your Relationship Manager to identify.

NSCC Firm Name and Number	Other (if not listed):
BIN Number (Fidelity-NFS only)	

Sales Information

Advisor Firm Name	
Financial Advisor Name	
Address	
City, State, Zip	
Telephone	
Financial Advisor Email	
Wilmington Trust Sales Contact	

APPENDIX B Fees and Expenses

The Trustee shall receive the annualized Total Fee set forth in the schedule below based upon the assets of the Participating Plan invested in the Fund for trustee, administrative and advisory services provided to the Fund. From this fee, the Trustee may compensate other service providers, including paying investment advisory fees to the sub-advisor to the Fund.

Each Fund will reimburse the Trustee for any out-of-pocket expenses it incurs on behalf of the Fund that relate directly to the operation of the Fund. These may include, but are not limited to audit expenses, custody service fees, tax form preparation expenses, legal and other fees. Any expenses incurred in connection with the investment and reinvestment of Fund assets, including, without limitation, any transfer agency fees, brokerage commissions and expenses, will be charged to the Fund. To limit total annual operating expenses of the Fund, the sub-advisor to the Fund may, at its sole discretion, decide to bear certain expenses of the Fund or to reduce the fee it receives for sub-advisory services to the Fund. These arrangements may be discontinued by the sub-advisor at any time. Fees shall be accrued daily, paid quarterly in arrears and charged against the Participating Plan's assets invested in the Funds.

The Funds may incur expenses for the underlying investments of the Funds. These expenses are embedded in such underlying investments and are not reflected in a Fund's expense ratio.

Class M is available to Participating Plans of plan sponsors investing a minimum of \$100 million in the Fund.

Please check here if you wish to invest	Fund	CUSIP	Fee Class	Total Fee (basis points)	Trustee Fee (basis points)	Sub-Advisor Fee (basis points)
<input type="checkbox"/>	Federated Hermes Total Return Bond Collective Investment Fund	97183V536	P	35	8	27
<input type="checkbox"/>	Federated Hermes Total Return Bond Collective Investment Fund	97183V544	M	23	8	15

EXHIBIT A
Declaration of Trust and Fund Declaration

WILMINGTON TRUST COLLECTIVE INVESTMENT TRUST
AMENDED AND RESTATED DECLARATION OF TRUST

WHEREAS, effective October 6, 2005, AST Trust Company, a division of American Stock Transfer & Trust Company, established a trust known as the AST Collective Investment Trust (the "Original Trust"), which, pursuant to an amendment executed on November 1, 2015, was renamed the Wilmington Trust Collective Investment Trust (the "Trust").

WHEREAS, the Original Trust was amended six (6) times on October 6, 2005, January 4, 2007, August 14, 2008, November 25, 2009, March 30, 2015, and November 1, 2015 to make certain changes, including changes to the name of the Original Trust (the "Trust Amendments").

NOW, THEREFORE, effective as of June 20, 2016, the Trust is hereby amended and restated to incorporate the Trust Amendments as well as certain other changes to the Trust.

ARTICLE 1
INTRODUCTION

1.1 Purpose. The purpose of the Trust created hereunder is to allow plan sponsors ("Plan Sponsors") of employee benefit trusts and other eligible entities, as described below, to collectively invest Plan assets in securities and other property which are authorized investments under the Trust. The Trust is created and organized under the laws of the State of New York and shall be maintained at all times as a domestic trust in the United States. Each Plan Sponsor may cause its respective Plan to join and adopt the Trust and become a participating plan ("Participating Plan"), by executing a Participation Agreement ("Participation Agreement"), which is incorporated into and becomes a part of this Trust by reference.

1.2 The Trust. This Trust shall be referred to as the Wilmington Trust Collective Investment Trust. Unless the context indicates otherwise, the terms "Trust," "Agreement," "herein," "hereunder," and similar terms mean this Declaration of Trust and the Trust hereby evidenced. The term "trust" shall mean the trust created and maintained under a Participating Plan which invests in this Trust in accordance with the requirements set forth herein. This Trust is intended to constitute an exempt trust under Section 501(a) of the Internal Revenue Code, as amended (the "Code") and a "group trust" pursuant to the requirements of Rev. Rul. 81-100 and any other applicable Internal Revenue Service rules and regulations.

1.3 Trustee. The Trustee of the Trust is Wilmington Trust, National Association.

1.4 Effective Date; Trust Year. This Trust was effective as of October 6, 2005. The Trust Year shall be the period ending December 31, 2016 and the twelve-month period ending on December 31 of each year thereafter (the "Trust Year").

1.5 Fiduciary Responsibilities. The Trustee shall be a fiduciary [within the meaning of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")] with respect to the Trust and to those assets of a Participating Plan invested in the Trust. All fiduciaries with respect to the Trust shall discharge their duties with respect to the Trust solely in the interests of participants and beneficiaries of the Participating Plans and for the exclusive purpose of providing benefits under the Participating Plans and defraying reasonable expenses of administration of the Participating Plans and this Trust, with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims.

1.6 Diversification and Prudence of Investments. In determining whether the diversification and prudence requirements in Sections 404(a)(1)(B) and (C), respectively, of ERISA have been met with respect to an investment in the Trust, the Plan Sponsor of each Participating Plan and trustee under such trust shall be solely responsible for determining that the requirement of proper diversification of the total plan assets of such Participating

Plan has been met, and neither the Trustee nor any other fiduciary or party shall have any such responsibility therefor or for diversifying such Participating Plan assets.

ARTICLE 2 PARTICIPATION IN COLLECTIVE INVESTMENT TRUST

2.1 Qualification of Participating Plans. An investor in the Trust must (i) maintain a governing document that specifically authorizes it to participate in the Trust via an investment in one of the Funds established pursuant to this Declaration as described in Section 3.1 and that provides that it is impossible for any part of the corpus or income of such investor's trust or custodial account to be used for or diverted to purposes other than for the exclusive benefit of its participants and their beneficiaries; (ii) adopt this Declaration specifically or in substance and effect as part of the investor's plan or other governing documents; (iii) be exempt from Federal income taxation; and (iv) satisfy the applicable requirements of the Investment Company Act of 1940 (the "Investment Company Act"), as amended, and the Securities Act of 1933 (the "1933 Act"), as amended from time to time, and any applicable rules of the Securities and Exchange Commission (the "SEC") thereunder or any successor rulings, regulations, or similar pronouncements, regarding participation by such investor in a collective investment trust. Such plans and trusts include:

- a. A retirement, pension, profit-sharing, stock bonus, or other employee benefit trust or custodial account which is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code and, if such trust or custodial account covers one or more self-employed individuals within the meaning of Section 401(c)(1) of the Code, which satisfies the applicable requirements of the Investment Company Act and the 1933 Act, as amended, or SEC Rule 180, or any successor ruling, regulation, or similar pronouncement, regarding participation by such investor in a collective investment trust; or
- b. An eligible governmental plan trust or custodial account under Section 457(b) of the Code which is exempt from Federal income taxation under Section 457(g) of the Code; or
- c. A governmental plan described in Section 401(a)(24) of the Code; or
- d. A common, collective, or commingled trust fund, including, but not limited to, any such fund maintained by the Trustee, which consists solely of the assets of investors described in this Section 2.1; or
- e. A separate account maintained by a life insurance company so long as (i) all of the assets in the separate account consist solely of assets of group trust retiree benefit plans as defined in Revenue Ruling 2011-1 and as modified by Revenue Ruling 2014-24; (ii) the insurance company maintaining the separate account enters into a written arrangement with the Trustee consistent with the requirements of Revenue Ruling 2011-1 (including the requirement that no part of the corpus or income of any of the group trust retiree benefit plans be used for, or diverted to, any purpose other than for the exclusive benefit of the plan participants and their beneficiaries); and (iii) the assets of the separate account are insulated from the claims of the insurance company's general creditors; or
- f. A trust or custodial account created under an employees' pension or profit sharing plan that is a Puerto Rican plan described in Section 1022(i)(1) of ERISA that meets the requirements of Revenue Ruling 2011-1, as modified by Revenue Ruling 2014-24; or
- g. A church plan (as defined in Section 414(e) of the Code), including a plan described in Section 401(a) of the Code and a retirement income account described in Section 403(b)(9) of the Code, or an organization described in Section 414(e)(3)(A) of the Code the principal purpose or function of which is the administration of such a plan or account; or
- h. Other plans or trusts which are permitted by Revenue Ruling 81-100, as modified or amended from time to time, and by applicable rules and regulations of, as applicable, the Office of the Comptroller of the Currency, the U.S. Securities and Exchange Commission, and the Internal Revenue Service to pool their funds in a bank collective investment fund.

As a condition of admitting any of the foregoing investors to the Trust, the Trustee may require an investor to furnish (i) a favorable determination letter from the Internal Revenue Service, if applicable; (ii) an opinion of counsel; or (iii) other evidence acceptable to the Trustee, which demonstrates that the trust or custodial account qualifies for exemption from Federal income taxation under the Code.

2.2 Participating Plans. To qualify as a Participating Plan and participate in the Trust, a Plan must:

- a. Complete and return to the Trustee (or its authorized designee) the Participation Agreement and such other participation materials as the Trustee may require from time to time; and
- b. Provide such other documentation, representations, and warranties or other assurances as the Trustee may, in its sole discretion, request.

2.3 Termination of Participation. If at any time a Participating Plan no longer satisfies the conditions for constituting a Participating Plan hereunder, (a) the Participating Plan shall immediately notify the Trustee in writing, and (b) all investments of a Participating Plan shall be withdrawn and distributed to the Participating Plan as soon as practicable thereafter. If the date of such distribution is not otherwise a Valuation Date (as defined in Section 5.1 below), such date shall be a special Valuation Date hereunder.

ARTICLE 3 THE FUNDS

3.1 Establishment of Funds. The Trust shall be divided into separate funds as may be established from time to time (each, a "Fund"). The Trustee shall administer hereunder each such Fund as the Trustee shall deem necessary or desirable from time to time for the effective investment of assets of the Participating Plans. One Fund may hold units of participation in another Fund. Each Fund shall be separately held, administered, invested, valued, distributed, and accounted for and all provisions of this Trust shall apply to each Fund, respectively, unless the context requires or specifically provides otherwise. The assets of each Fund shall be invested and reinvested in any kind of property, real or personal, in accordance with the investment objectives and policies of each Fund established pursuant to Section 3.3.

3.2 Sub-Advisor. The Trustee may appoint a Sub-Advisor (as defined below) to manage, acquire, and dispose of assets under the Fund(s). For purposes of this Trust, the term "Sub-Advisor" shall mean any fiduciary designated in a Sub-Advisor Agreement who shall have the power to manage, acquire, and dispose of assets under a Fund. Each such Sub-Advisor shall (a) be registered as an investment advisor under the Investment Advisers Act of 1940, as amended (the "Advisers Act"), or under state law, or (b) qualify as a "bank" as defined in the Advisers Act and (c) acknowledge that it will be a "fiduciary" (as such term is defined in Section 3(21) of ERISA) with respect to the assets of the Participating Plan invested in the Fund. Notwithstanding the foregoing, the Trustee shall have full and complete authority to control the specific securities, property, and investments purchased or redeemed and shall retain ultimate authority to accept or reject the advice or direction of any Sub-Advisor.

3.3 Investment of the Funds. The titles and investment objectives of the Funds shall be those as set forth in Exhibit A, as may be amended from time to time. The Trustee may specify the types of investments to be authorized for use by the Funds and other details pertinent to the proper administration, operation, and management of the Fund. The Sub-Advisor may invest all or any portion of the assets of each Fund in one or more mutual funds, stocks, bonds, cash, exchange traded funds, or in one or more collective investment funds, provided that such collective investment funds consist entirely exclusively of the assets of qualified plans and trusts that are exempt from federal income tax under Section 501(a) of the Code and tax-exempt retirement plans maintained by governmental employers under Section 414(d) of the Code, provided such investment satisfies the investment objectives of the Fund. The instrument creating such a collective investment fund, as amended from time to time, shall be incorporated and made a part of this Trust. In the case of assets delivered to the Trustee on a date other than a Valuation Date, the Trustee is expressly authorized to retain such assets in another collective investment fund or in its deposit accounts until the Valuation Date immediately following the Trustee's receipt of such assets.

3.4 Additional Funds. The Trustee may create additional Funds from time to time by designating the name of the new Fund, its investment objective and policy, the initial unit value and any special administrative provisions relating to the administration of such Fund. Each new Fund shall be established and administered in accordance with applicable regulatory authority and subject to all of the terms of this Trust, as supplemented by the Trustee's writing creating such Fund. The written minutes creating such Fund shall not be considered an amendment to this Trust but shall constitute a supplement to the Trust and form a part hereof.

3.5 Participation in a Fund. Participation by a Participating Plan in a Fund shall be based on a proportionate fair market value interest in all of such Fund's assets. Each Fund shall be comprised of units (each, a "Unit") to which the Trustee shall assign a starting value. Earnings of the Fund shall be reinvested and the Unit values adjusted accordingly on each applicable Valuation Date. The Trustee may, in its sole discretion, split or combine the Units as of a particular Valuation Date and the value of each Unit shall be adjusted accordingly. The Trustee may, in its sole discretion, close a Fund to new Participating Plans at any time. A closed Fund shall continue

to be administered under this Trust until all Units are withdrawn. The Trustee may, in its sole discretion, split one or more assets out of a Fund to become a new Fund. A Participating Plan's interest in any such new Fund shall be in the same proportion as such plan's interest held in the old Fund. The Trustee, in its sole discretion, may allow new admissions or may close the new Fund to new admissions.

3.6 Withdrawals.

a. No Plan Sponsor-directed withdrawal by a Participating Plan from a Fund shall be permitted unless a prior written notice of intention to make such withdrawal shall have been given to the Trustee within such time period as the Trustee may establish from time to time. Unless the Plan Sponsor specifies a particular Valuation Date as the effective date for the withdrawal, the withdrawal shall occur at the next Valuation Date after the notice is received. The Plan Sponsor may by notice to the Trustee cancel such withdrawal request at any time up to the Valuation Date as of which the withdrawal is to be effected. A withdrawal request may not be changed or cancelled after the Valuation Date as of which the withdrawal is to be effected. Such withdrawal shall be made pro rata from the Participating Plan's interest in such Fund.

b. Upon the withdrawal of a Participating Plan's interest in a Fund, there shall be paid or transferred out of the respective Fund an amount equal to the value, as determined pursuant to this Trust, of the Participating Plan's interest or part thereof withdrawn on the date such withdrawal is effective. The Trustee may, however, withhold and retain from the value of such interest or part thereof such amount as represents income accrued thereon but not actually collected by the Trustee as of the date of such withdrawal. In such event, the accrued income shall be distributed to the Participating Plan when the Trustee actually collects such income.

c. In the event that any income accrued but not actually collected by the Trustee shall be distributed to a Participating Plan upon a withdrawal from a Fund, and thereafter such accrued income is not actually collected by the Trustee in whole or in part when it should have been, the Trustee shall have the right at any time thereafter to charge to and recover from such Participating Plan, or the participants thereof, the amount of such accrued income so distributed but not actually collected.

d. In general, all income earned by the Trust or a Fund after expenses shall be added to the principal of the Trust or Fund and invested and reinvested as a part thereof. The Trustee, in its discretion and upon consultation with the Investment Adviser, may at any time make a distribution to the Participating Plans. Any such distribution shall be distributed in cash or in kind or partly in cash and partly in kind, as the Trustee in its sole discretion shall determine.

e. Notwithstanding the foregoing, if the total withdrawals from a Fund for all Participating Plan requests as of any Valuation Date exceed uncommitted cash and the liquid investments available on that Valuation Date, the Trustee shall make payments to the Participating Plans requesting withdrawals from the Fund involved based on the following priorities: (i) requests for withdrawals in order to pay benefits from Participating Plans; (ii) requests for withdrawals to effect transfers to other investments directed by participants in Participating Plans; and (iii) all other requests for withdrawals. Such withdrawal requests shall be honored on a pro rata basis on the Valuation Date requested and on each succeeding Valuation Date until all requests for withdrawal have been satisfied.

ARTICLE 4 MANAGEMENT OF THE TRUST

4.1 Trustee's Powers and Duties. The Trustee shall have exclusive authority and discretion to manage and control the Trust. The Trustee shall have all necessary powers to discharge its duties under this Trust, including without limitation the following powers, rights, and duties:

a. To sell, exchange, convey, or transfer or otherwise dispose of any property, whether real or personal, the Trustee holds under the Trust, by private contract or at public auction.

b. To invest and reinvest the assets of the Trust in any deposit account, contract, property, or securities, to the extent permitted by applicable law, subject to the investment objectives of each Fund as established from time to time.

c. To retain in cash, without liability for interest, such amounts as the Trustee considers reasonable under the circumstances, pending the selection and purchase of investments, the payment of expenses and fees, or other anticipated distributions.

d. When directed by the Plan Sponsor or its authorized agent, (i) to make payments of benefits under a Participating Plan to such trustee(s), persons, or accounts, in such manner, at such time and in such amounts as the Plan Sponsor or authorized agent may from time to time in writing direct, and the Trustee shall be fully protected in making payments out of the Trust in accordance with such written directions; (ii) to receive and hold for any Participating Plan any funds or property transferred in accordance with the provisions of the Participating Plan to the Trustee from any trust or other funding entity which forms a part of another retirement plan which meets the qualification requirements set forth in Section 2.1 hereof.

e. To make, execute, acknowledge and deliver any and all deeds, leases, assignments, documents of transfer and conveyance, and all other instruments that may be necessary or appropriate to carry out the powers herein granted, and to give full receipts and discharges.

f. To exercise subscription, conversion, and other rights and options (and make payments from the Trust in connection therewith), to take any action and to abstain from taking any action with respect to any reorganization, consolidation, merger, dissolution, recapitalization, refinancing, and any other plan or change affecting any property constituting a part of the Trust, to hold or register any property from time to time in the Trustee's name or in the name of a nominee or to hold it unregistered or in such form that title shall pass by delivery; provided that except as authorized by regulations issued by the Secretary of Labor, the indicia of ownership of the assets of the Trust shall not be maintained outside the jurisdiction of the district courts of the United States.

g. To waive, modify, reduce, compromise, release, contest, arbitrate, settle, or extend the time of payment of any claim or demand of any nature in favor of or against the Trustee or all or any part of the Trust, to retain any disputed property without liability for interest until an appropriate final adjudication or release is obtained, and to maintain in the Trustee's discretion any litigation the Trustee considers necessary in connection with the Trust.

h. To employ accountants, advisors, agents, counsel, consultants, custodians, depositories, experts, and other persons, to delegate discretionary powers to such persons and to reasonably rely upon information and advice furnished by such persons; provided that each such delegation and the acceptance thereof by each such person shall be in writing; and provided further that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust in a manner that would be inconsistent with regulations promulgated by the Office of the Comptroller of the Currency at 12 C.F.R Section 9.18.

i. To withhold all or any part of any payment required to be made hereunder as may be necessary and proper to protect the Trustee or the Trust against any liability or claim on account of any estate, inheritance, income, or other tax or assessment attributable to any Participating Plan and to discharge any such liability with any part or all of such payment so withheld, in accordance with applicable law.

j. Subject to applicable law, to borrow money for the Trust, at reasonable rates of interest from a lender, including an affiliate of the Trustee, with or without security, provided however that such loans may be made only to protect the assets of a Fund or to cover temporary cash overdrafts or other appropriate purposes.

k. Subject to applicable law, to lend, or appoint an agent to lend, assets on a secured or unsecured basis for any purpose the Trustee may deem desirable, and to permit any loaned securities to be transferred into the name of and voted by the borrower or others, and to hold any collateral received in connection with such loan in bulk or pursuant to any master loan agreement in which the Trust may hold an unallocated interest in such collateral together with other funds for which the Trustee is acting as trustee or agent.

l. To compromise, defend, or prosecute any claims, debts, or damages to or owing from the Trust or Funds and commence or defend suits or legal proceedings involving the Trust, the Funds, or the Trustee.

m. To perform all other acts which in the Trustee's judgment are appropriate for the proper management, investment, and distribution of the Trust.

ARTICLE 5 TRUST AND FUND ACCOUNTING

5.1 Trust and Fund Valuations. The value of each Fund shall be determined each day on which the New York Stock Exchange is open for trading or such other time period, occurring at least once every three months, as the Trustee may establish with respect to a particular Fund. Each day on which the Trust and a Fund are valued shall be referred to as a "Valuation Date." The Trustee will value the Trust and each Fund in accordance with the valuation procedures the Trustee may establish from time to time. Subject to the foregoing, the Trustee may utilize any prudent method in the valuation of assets comprising each Fund and any such method of valuation shall be conclusively presumed to constitute a correct method of establishing value and shall not be subject to challenge unless the Trustee failed to act prudently in establishing such valuation method.

5.2 Audit. Each Fund shall be audited at least once during each Trust Year by auditors responsible to the Board of Directors of the Trustee.

5.3 Written Account. Within ninety (90) days following the close of each Trust Year, the Trustee shall prepare a written account of all transactions relating to the Trust and each Fund. The written account shall be based on the audit performed pursuant to Section 5.2 above and shall include the following: (a) a list of all investments showing cost and current value; (b) a statement for the year showing purchases with cost, sales with profit or loss, other investment changes, and income and disbursements; and (c) an appropriate notation as to any investments in default. The Trustee shall give notice of the availability of the account to the Plan Sponsor of the Participating Plan, or such other person designated for the purpose of receiving such account on behalf of the Participating Plan, and a copy of the account shall be furnished upon request to the Participating Plan. If the Participating Plan shall not, within ninety (90) days after the mailing of such statement of account, notify the Trustee, in writing of its disapproval of the same, such statement shall constitute a valid accounting of the Trust as if the account had been duly approved by the Participating Plan in writing. If the Trustee and Participating Plan cannot agree with respect to any act or transaction reported in the accounting, the Trustee and the Participating Plan shall have the right to have its accounts settled by judicial proceedings, in which event, only the Trustee and the Participating Plan shall be necessary parties.

5.4 Settlement on Withdrawal. On the withdrawal of a Participating Plan from the Trust, the Trustee shall render to the Participating Plan a written account for the period from the date of the last written account to the Valuation Date on which the withdrawal of the Participating Plan is effective. Payment to the withdrawing Participating Plan according to the statement of account shall constitute a full and final settlement unless, within ninety (90) days after sending the statement, the Participating Plan notifies the Trustee in writing of its objection to the accounting. Disputes regarding such account or settlement shall be resolved in accordance with the provisions of Section 5.3.

ARTICLE 6 GENERAL PROVISIONS

6.1 Qualifications of the Plan and Trust. The Trust is intended to qualify under Section 401 of the Code and for tax exemption under Section 501(a) of the Code (or under any comparable provisions of any future legislation that amends or supersedes said provisions of the Code). Unless and until advised to the contrary, the Trustee and persons dealing with the Trustee shall be entitled to assume that the Trust is so qualified and tax exempt.

6.2 Restrictions on Reversion. No Plan Sponsor shall have any right, title, or interest in the assets of the Trust, nor will any part of the assets of the Trust revert or be repaid to a Plan Sponsor.

6.3 Custody of Assets. The Trustee shall maintain the indicia of ownership of the assets of the Trust only where and in circumstances permitted by regulations under ERISA.

6.4 Nonassignment and Nonalienation of Plan Benefits. Except as otherwise required by law, the rights or interests of any Participating Plan or the rights of any participant or beneficiary to any benefits or future

payments under such Participating Plan shall not be subject to attachment or garnishment or other legal process by any creditor of any such participant or beneficiary, nor shall any such Participating Plan, participant or beneficiary have any right to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or rights which he or she may expect to receive (contingently or otherwise) under the Participating Plan or this Trust.

6.5 Judicial Proceedings. In any action or proceeding regarding this Trust, any Participating Plan or the administrator of a Participating Plan, participants or former participants, their beneficiaries and any other persons having or claiming to have an interest in this Trust or the Participating Plan shall not be necessary parties, shall not be entitled to any notice of process, and shall be deemed to be fully represented by the Trustee for all purposes if the Trustee shall be a party to such proceeding. Any final judgment which is not appealed or appealable and which may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have any interest in this Trust or the Participating Plan. To the extent permitted by law, if a legal action is begun against the Plan Sponsor of a Participating Plan, or the Trustee by or on behalf of any person, and such action results adversely to such person, or if a legal action arises because of conflicting claims to a Plan participant's or other person's benefits, the costs to the Trustee of defending the action will be charged to the sums, if any, which were involved in the action or were payable to the Plan participant or other person concerned.

6.6 Trustee's Action Conclusive. Whenever any power may be exercised or any action may be taken by the Trustee involving the exercise of discretion, the discretion of the Trustee when exercised in good faith and with reasonable care shall be absolute and binding upon all Participating Plans and all persons interested therein. The certificate of the Trustee that it is acting according to this Trust will fully protect all persons dealing with the Trustee. To the extent permitted by applicable law, the Trustee shall not have any liability for any act or omission on the part of any fiduciary of any Participating Plan. To the fullest extent permitted by applicable law, the Trustee shall be indemnified from the assets of the Trust and held harmless for any expenses, costs, or damages it may incur for any actions taken or not taken in good faith and in the exercise of reasonable care, including reasonable expenses of defending any action brought with respect to any action so taken or omitted.

6.7 Effect of Mistakes. No mistake made in good faith and in the exercise of due care in connection with the administration of the Trust or any Fund shall be deemed to be a violation of this Trust or of applicable law if, promptly after the discovery thereof, the Trustee shall take whatever action may be practicable under the circumstances to remedy such mistake.

6.8 Advice of Counsel. The Trustee may select and consult with competent legal counsel with respect to the meaning and construction of this Trust or concerning the Trustee's powers or obligations hereunder and shall be protected from any action taken or omitted by it in good faith pursuant to the opinion of such counsel.

6.9 Contributions and Payments. The Trustee shall be accountable to a Participating Plan for all contributions received from the Participating Plan attributable to participants in such Plan, but the Trustee shall have no duty to see that the contributions comply with the provisions of the Plan, nor shall the Trustee be obliged or have any right to enforce or collect any contribution from a Participating Plan or its participants or otherwise see that the funds are deposited according to the provisions of a Participating Plan. The Trustee shall not be responsible for establishing a funding policy for a Participating Plan. The authorized administrator of the Participating Plan will direct the Trustee in writing with respect to the distribution of benefits payable under a Participating Plan.

6.10 Liabilities Mutually Exclusive. To the extent permitted by law, the Trustee, a Plan Sponsor, and any other authorized person or fiduciary shall be responsible only for its or their own acts or omissions.

6.11 Indemnification. To the extent permitted by law, no person shall be personally liable for any act done or omitted to be done in good faith in the administration of this Trust or the investment of the Trust. To the extent permitted by law, the Trustee and its agents shall be indemnified and saved harmless by each Plan Sponsor with respect to claims of liability to which the Trustee and its agents are subjected by reason of the Plan Sponsor's investment in the Trust or compliance with any directions given in accordance with the provisions of a Participating Plan or this Trust by the Plan Sponsor, trustee, or any person duly authorized by the Plan Sponsor.

6.12 Compensation and Expenses. The Trustee shall receive reasonable compensation for the administration of the Trust and the Funds, in such amounts as the Trustee shall determine from time to time. All reasonable compensation, costs, charges, and expenses incurred in the administration of the Trust and the Funds may be charged to the Trust or Funds. The Trustee shall be fully protected in making payments of administrative expenses.

6.13 Notice and Directions. Any notice or direction under this Trust shall be in writing and shall be effective when actually received by the Trustee or by a Participating Plan at the address stated in the Participation

Agreement or other address specified by notice to the other. Notice may be delivered personally or by facsimile, express delivery, registered or certified mail, postage prepaid, return receipt requested.

6.14 Successors. Any corporation, association, or entity (i) into which the Trustee may be merged or with which it may be consolidated, (ii) resulting from any merger, consolidation, or reorganization to which the Trustee may be a party, or (iii) to which all or any part of the Trustee's fiduciary business which includes the Trust may be transferred, shall become successor Trustee, and shall have all the rights, powers and obligations of the Trustee under this Trust, without the necessity of executing any instrument or performing any further act. This Trust will be binding on all persons entitled to benefits hereunder and their respective heirs and legal representatives, and on the Trustee and its successors. The term "Plan Sponsor" shall be deemed to include any permitted successor or assign to a Plan's Plan Sponsor.

6.15 Severability. If any provision of this Trust is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this Trust, and they shall be construed and enforced as if such illegal or invalid provisions had never been inserted therein.

6.16 Applicable Law. The Trust shall be construed in accordance with the provisions of ERISA and other applicable federal law and, to the extent not inconsistent with such laws, with the laws of the State of New York.

6.17 Tax Reporting/Withholding. The Trustee shall prepare tax returns or other filings with respect to the Trust only if such returns or filings must be filed by the Trustee rather than by the Plan Sponsor or trustee under such Participating Plan.

ARTICLE 7 AMENDMENT AND TERMINATION

7.1 Amendment. The Trustee may amend this Trust from time to time to satisfy the requirements for tax exemption under the Code or as may otherwise be desired by the Trustee; provided that under no condition shall an amendment result in the return or the repayment to a Plan Sponsor of any part of the Trust or the income from it other than as provided under the Trust or result in the distribution of the Trust for the benefit of anyone other than persons entitled to benefits under a Participating Plan. Notice of any material amendment shall be provided to each Participating Plan.

7.2 Termination. The Trustee may, in its discretion, for any reason or for no reason, terminate the Trust or any Fund at any time upon thirty (30) days' notice of such termination to each Participating Plan in the Trust or in the Fund, as the case may be. If the Trust or a Fund is terminated by the Trustee, all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee shall continue in effect with respect to the Trust or Fund, as applicable, until all assets of the Participating Plans in the Trust or such Fund have been distributed by the Trustee to the Participating Plans. Upon termination of this Trust or a Fund, the Trustee shall first reserve such reasonable amounts as it may deem necessary to provide for the payment of any expenses or fees then or thereafter chargeable to the Trust or Fund, as applicable.

WILMINGTON TRUST, NATIONAL ASSOCIATION

BY: /s/ Eleanor D. Kress

NAME: ELEANOR D. KRESS

TITLE: VICE PRESIDENT

ATTEST:

BY: /s/ Dara L. Alderton

NAME: DARA L. ALDERTON

TITLE: VICE PRESIDENT

WILMINGTON TRUST COLLECTIVE INVESTMENT TRUST

Fund Declaration

FEDERATED HERMES TOTAL RETURN BOND COLLECTIVE INVESTMENT FUND

Pursuant to Article 3 of the Wilmington Trust Collective Investment Trust, last restated on June 20, 2016, as amended from time to time (the "Trust") Wilmington Trust, N.A., (the "Trustee"), by its execution of this Fund Declaration, hereby declares and adds the Federated Hermes Total Return Bond Collective Investment Fund (the "Fund") to the Trust. Upon its execution, this Fund Declaration shall be appended to the Trust as Exhibit A to the Trust. The Fund will be administered in accordance with the terms of the Trust, subject to the additional terms and conditions set forth in this Fund Declaration. To the extent there exists a conflict between the terms of this Fund Declaration and the Trust, the terms of the Fund Declaration shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Trust.

TITLE OF THE FUND

Federated Hermes Total Return Bond Collective Investment Fund

EFFECTIVE DATE OF THE FUND

November 18, 2020

SUB-ADVISOR TO THE FUND

Federated Investment Counseling

INVESTMENT OBJECTIVE OF THE FUND

The Fund seeks to provide total return by investing primarily in U.S. dollar denominated, investment grade, fixed income securities.

BENCHMARK

Primary: Bloomberg Barclays U.S. Aggregate Bond Index
Secondary: Bloomberg Barclays U.S. Universal Bond Index

INVESTMENTS AND RESTRICTIONS

The following securities and derivatives may be purchased, subject to the restrictions below:

- Fixed Income Securities, including
 - Mortgage-Backed Securities
 - Collateralized Mortgage Obligations
 - Non-Governmental Mortgage-Backed Securities
 - Commercial Mortgage-Backed Securities
 - Asset-Backed Securities
 - U.S. Treasury Securities
 - Inflation-Protected Securities
 - Government Securities
 - Corporate Debt Securities
 - Loan Instruments
 - Floating-Rate Loans

- Foreign Securities
- Foreign Exchange Contracts
- Foreign Government Securities
- Foreign Corporate Debt Securities
- Derivatives Contracts
 - Futures Contracts:
 - Options Contracts
 - Swap Contracts
- Hybrid Instruments
- Other Investment Companies (including certain Private Funds advised by an affiliate of the Sub-Advisor)
- Lower-Rated Fixed Income Securities
- Zero-Coupon Securities
- Demand Instruments
- Convertible Securities

Note also, the Fund may receive other securities not publicly traded or listed on a centralized market or stock exchange in connection with bankruptcies, restructurings, or other unusual circumstances.

The Fund is subject to the following investment restrictions:

- The Fund may invest no more than 25% of its total assets in noninvestment grade securities.
- The amount of unhedged non-U.S. dollar denominated fixed income securities and foreign currencies will normally not exceed 10% of total Fund assets. The maximum amount that the Fund may invest in non-U.S. dollar denominated fixed income securities and foreign currencies is 20% of total Fund assets.

PRINCIPAL RISKS OF THE FUND

The following list indicates the risks associated with the Fund's principal investments.

Active Management	Issuer
Bank Loans	Lending
Cash Drag	Leverage
Conflict of interest	Loss of Money
Convertible Securities	Management
Country or Region	Market/Market Volatility
Credit and Counterparty	Maturity/Duration
Currency	Mortgage-Backed and Asset-Backed Securities
Derivatives	New Fun
Emerging Markets	Not FDIC Insured
ETFs	Options
Fixed Income Securities	Prepayment (Call)
Foreign Securities	Pricing
Forwards	Regulation/Government Intervention
Futures	Reinvestment
High-Yield Securities	Restricted/Illiquid Securities
Income	Repurchase Agreements
Industry and Sector Investing	Sovereign Debt
Inflation/Deflation	Structured Products
Inflation-Protected Securities	Suitability
Interest Rate	Swaps
Inverse Floaters	Underlying Funds
Investment Grade Securities	U.S. Government Securities

These risks are described in the Additional Fund Information and Principal Risk Definitions Booklet and can be accessed at www.wilmingtontrust.com/PrincipalRiskDefinitions.

CLASSES OF THE FUND

Class M
Class P

ELIGIBILITY

Only trusts that meet the eligibility criteria described in Sections 2.1 and 2.2 of the Trust and complete and return to the Trustee such participation materials as the Trustee may require from time to time will be eligible to invest in the Fund will be eligible to invest in the Fund.

The following eligibility requirements also apply for participation:

- Fee Class M is available to Participating Plans of plan sponsors investing a minimum of \$100 million in the Fund.
- Until such time as the assets of the Fund exceed \$100 million, each Participating Plan is (A) a qualified institutional buyer within the meaning of Rule 144A of the Securities Act of 1933, and (B) either (i) a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, or (ii) an employee benefit plan within the meaning of ERISA, that is not an individual retirement account.

DISTRIBUTIONS

Earnings of the Fund will be reinvested and the Fund's value will be adjusted accordingly. No income will be distributed.

RESTRICTIONS ON WITHDRAWALS

As more fully described in the Trust, the Trustee may at any time, in its sole discretion, withhold payment on any distribution or withdrawal to the extent necessary to meet liquidity demands on the Fund, or to otherwise reduce or eliminate the potential for an unfair result or adverse impact on the Fund and its Participating Plans where the Trustee has determined, in its sole discretion, that such action is in the best interest of the Trust and the Participating Plans as a whole. The Trustee may, upon consultation with the Sub-Advisor, satisfy total Withdrawals in whole or in part by making transfers in kind of Fund securities.

Advance written notice of 5 business days shall be required for any Plan Sponsor directed withdrawal that will exceed \$1,000,000.

FEES AND EXPENSES

Fees

As set forth in the table below, the Trustee will receive the annualized Total Fee based upon the net assets of each Participating Plan invested in the Fund. The Trustee will retain the annualized Trustee Fee for trustee and administrative services provided to the Fund. The Trustee has agreed to pay the annualized Sub-Advisor Fee to the sub-advisor for its investment advisory services to the Fund. Fees are accrued daily and paid quarterly in arrears and charged against the assets invested in the Fund.

<u>Fee Class</u>	<u>Total Fee</u> (basis points)	<u>Trustee Fee</u> (basis points)	<u>Sub-Advisor Fee</u> (basis points)
Class M	23	8	15
Class P	35	8	27

Expenses

The Fund will reimburse the Trustee for any out-of-pocket expenses it may incur on behalf of the Fund that relate directly to Fund operations. These may include, but are not limited to, audit expenses, custody service fees, tax form preparation expenses, legal and other fees. Expenses will be reimbursed from the Fund when they are incurred. Any expenses incurred in connection with the investment and reinvestment of Fund assets including without limitation, any transfer agency fees, brokerage commissions and expenses, will be charged against the Fund.

The Fund may incur expenses for the underlying investments of the Fund. These expenses are embedded in such underlying investments and are not reflected in the table above.

INVESTMENT IN COLLECTIVE INVESTMENT TRUSTS

Pursuant to its authority under the Trust, the Trustee is authorized to invest all or any portion of the assets of the Fund in interests in one or more collective investment trusts ("Collective Trusts") maintained by a bank or trust company (including the Trustee) as a medium for the collective investment of funds of employee stock bonus, pension, profit-sharing, or other employee benefit plans; provided that such Collective Trust is exempt from taxation under Section 501(a) of the Code; and provided, further, that any investment in or retention of any interest in such Collective Trust shall not adversely affect the qualified or exempt status of the Trust. To the extent the Trustee invests assets of the Fund in a Collective Trust, the instrument establishing the Collective Trust shall form a part of this Fund Declaration.

VALUATION

The Fund shall be valued each day that the New York Stock Exchange is open for trading.

[SIGNATURE PAGE FOLLOWS]

WILMINGTON TRUST, N.A.

BY: /s/ Dara Sanderlin

NAME: DARA ALDERTON

TITLE: VICE PRESIDENT

DATE: JANUARY 15, 2021

ATTEST:

BY: /s/ Danny Grune

NAME: DANNY GRUNE

TITLE: VICE PRESIDENT

DATE: January 15, 2021

RETURN INSTRUCTIONS

Via USPS:

Wilmington Trust, N.A.
Attn: Collective Investment Fund Client Services
1100 North Market Street, 9th Floor
Wilmington, DE 19890

To expedite processing, you may email an electronic copy to: fundaccountingclientsvcs@wilmingtontrust.com

Please be sure to include all pages of the agreement when sending the signed original.