

**AMENDMENT TO AND RESTATEMENT OF THE
DECLARATION OF TRUST ESTABLISHING THE
WILMINGTON TRUST RETIREMENT AND INSTITUTIONAL SERVICES COMPANY
COLLECTIVE INVESTMENT TRUST III FOR
METLIFE GROUP ANNUITY CONTRACT NO. 25554**

This Declaration of Trust is made as of the 21st day of May, 2010 by Wilmington Trust Retirement and Institutional Services Company, a trust company organized under the laws of Delaware (the "Trustee") and amends and restates in its entirety that certain Wilmington Trust Retirement and Institutional Services Company Collective Investment Trust for MetLife Group Annuity Contract Nos. 25554 and 28974 adopted and last amended as of January 1, 2009.

The Trustee hereby adopts this Declaration and agrees and declares that it will hold and manage all assets contributed to it hereunder, in trust, upon the terms and conditions set forth herein:

**ARTICLE I.
NAME, DEFINITIONS, PURPOSE, EFFECT OF DECLARATION**

Section 1.1 Name. This Trust shall be known as the "Wilmington Trust Retirement and Institutional Services Company Collective Investment Trust III" and was specifically created for MetLife Group Annuity Contract No. 25554.

Section 1.2 Definitions. Whenever used in this Declaration, unless otherwise required by the context or an express provision, the term or terms:

- (a) "Administrator" means with respect to the Trust the individual, individuals, or entities designated by the Trustee to carry out the powers, rights, duties and responsibilities specifically granted to or imposed on the Administrator under Article V of this Trust.
- (b) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any corresponding Federal statute enacted after the date of this Declaration. A reference to a specific section of the Code refers not only to such specific section but also to any corresponding provision of any Federal tax statute enacted after the date of this Declaration, as such specific section or such corresponding provision is in effect on the date of application of the provisions of this Declaration containing such reference.
- (c) "ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- (d) "Federal Reserve" means the Board of Governors of the Federal Reserve System or any other office, agency or instrumentality that succeeds to the powers presently vested in the Board of Governors of the Federal Reserve System.
- (e) "OCC" means the Office of the Comptroller of the Currency or any other office, agency or instrumentality that succeeds to the powers presently vested in the Office of the Comptroller of the Currency.

- (f) “OTS” means the Office of Thrift Supervision or any other office, agency or instrumentality that succeeds to the powers presently vested in the Office of Thrift Supervision.
- (g) “Participating Plan” means any retirement, pension, profit sharing, stock bonus or other trust or account eligible to invest in the Trust as provided in Article II, any assets of which are invested in the Trust.
- (h) “Participation” shall mean the interest of a Participating Plan in the Trust.
- (i) “Trust” means the Wilmington Trust Retirement and Institutional Services Company Collective Investment Trust III.
- (j) “Trust Fund” means, as of any date, all property then held under this Declaration by the Trustee or any custodian. As of the date of this Declaration the sole assets of the Trust are group annuity contracts issued by Metropolitan Life Insurance Company.
- (k) “Trust Company” means Wilmington Trust Retirement and Institutional Services Company, Wilmington Trust Company (“WTC”), Wilmington Trust FSB, and any other existing or future subsidiary or affiliate of WTC which now or hereafter, by action of its Board of Directors or by a committee designated by such Board to oversee fiduciary activities, shall adopt this Declaration. “Affiliate” shall include any bank that is a member of the same affiliated group (within the meaning of Section 1504 of the Code) as WTC and any successor to it pursuant to Section 8.15.
- (l) “Trustee of a Participating Plan” means the Trust Company in its capacity as trustee or co-trustee with respect to a Participating Plan (other than in its capacity as Trustee of the Trust), and shall include any other trustee or co-trustee, as the case may be, of a Participating Plan.

Section 1.3 Purpose. The purpose of the Trust is to establish a stable value fund, which will be invested in one or more guaranteed separate account group annuity contracts (“Contract” or “Contracts”) issued by Metropolitan Life Insurance Company (“MetLife”) to the Trustee (in such capacity, the “Contractholder”). Participating plan sponsors (“Participating Plan Sponsors”) may invest defined contribution retirement plan assets in the Trust. Each plan sponsor may cause its respective plan to join and adopt the Trust and become a Participating Plan by executing a Joinder Agreement (“Joinder Agreement”), which is incorporated into and becomes a part of this Trust by reference.

Section 1.4 Fiduciary Responsibilities. 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.

Section 1.5 Diversification and Prudence of Investments. In determining whether the prudence and diversification requirements in Sections 404(a)(1)(B) and (C), respectively, of the Employee

Retirement Income Security Act of 1974, as amended (“ERISA”) have been met with respect to an investment in the Trust, each Participating Plan Sponsor, Trustee of a Participating Plan, or other Participating Plan fiduciary shall be solely responsible for determining that the requirement of prudence and proper diversification of the total plan assets of such Participating Plan Sponsor’s Participating Plan has been met, and neither the Trustee nor any other fiduciary or party to the Trust shall have any such responsibility therefor or for diversifying such plan assets. Subject to the Trustee’s general discretionary powers in the management of the Trust Fund, as described in Article III below, the Trustee’s sole investment responsibility and the sole Trust investment will be the investment of Participating Plan assets in MetLife Contract(s).

Section 1.6 Effect of Declaration. With respect to any assets invested in the Trust by any Participating Plan, the Trustee of a Participating Plan and all persons interested therein shall be bound by the provisions of this Declaration as the same may be amended from time to time pursuant to its terms.

Section 1.7 Effect of Statutes and Regulations of Commissioner of Internal Revenue, Department of Labor, and Applicable Banking Law. Notwithstanding any of the provisions of the Declaration, the Trust shall be administered in conformity with the applicable laws of the State of Delaware and of the United States of America, and all rules and regulations promulgated from time to time under the authority of such laws, including specifically the rules and regulations prevailing from time to time of the Commissioner of Internal Revenue, the Department of Labor, and, as applicable, the OCC, the Federal Reserve, and/or OTS.

ARTICLE II PARTICIPATION IN THE TRUST

Section 2.1 Eligible Investors. Only defined contribution plans which permit investment direction by participants (and beneficiaries) in various investment fund alternatives, including a stable value fund, and their trusts will be eligible to invest in the Trust. Such plans and trusts include:

- (a) any trust forming part of a retirement, pension, profit sharing, stock bonus or other plan qualified under Section 401(a) of the Code and exempt from taxation under the provisions of Section 501(a) of the Code;
- (b) retirement plans of federal, state or local governments or assets of federal, state or local governments intended for use in satisfying an obligation to provide retirement benefits provided that such plan or governmental unit is described in Section 818(a)(6) of the Code;
- (c) any trust forming part of a retirement, pension, profit sharing or stock bonus or other plan, all of the participants of which are residents of the Commonwealth of Puerto Rico, provided that such trust is treated as being described in Section 401(a) of the Code pursuant to Section 1022(i) of ERISA; and
- (d) any other trusts or plans which are permitted by applicable rules or regulations of, as applicable, the OCC, the Federal Reserve, OTS, the U.S. Securities and Exchange Commission and the Internal Revenue Service to pool their funds in a group trust or a bank collective investment fund.

In addition, the following entities whose purpose is to hold the assets of such plans and trusts will be eligible to invest in the Trust:

- (e) any common, collective or commingled trust fund, including any such fund maintained by the Trustee, that equitably belongs to trusts, plans or accounts described in subsections (a), (b), (c) or (d) above and is exempt from taxation under Section 501(a) of the Code by reason of qualifying as a “group trust” under Internal Revenue Service Revenue Ruling 81-100, as modified by Revenue Ruling 2004-67, any successor ruling, regulation or similar pronouncement; and
- (f) any segregated asset account maintained by a life insurance company, as defined in Section 2(a)(17) of the Investment Company Act, and exempt from taxation under Section 501(a) of the Code, that consists exclusively of assets belonging to trusts, plans or accounts described in subsections (a), (b), (c) or (d) above.

Section 2.2 Participating Plans. Only plans and entities that are described in Section 2.1 and which satisfy the following conditions will be able to participate in the Trust:

- (a) Such plan or entity is administered under one or more documents that authorize part or all of the assets of its trust to be commingled for investment purposes with the assets of other such trusts in a collective investment trust.
- (b) Such plan or entity executes a Joinder Agreement.
- (c) Either (i) if a plan, such plan offers a fixed income investment option, and specifically directs the investment of all such contributions and amounts to be invested in such fixed income investment option to the Trust and the MetLife group annuity contract(s) under the Trust; or (ii) if an entity other than a plan, such entity serves as a fixed income investment option for plans, and has directed that all or a portion of its assets be invested in the Trust and the MetLife group annuity contract(s) under the Trust.
- (d) Such plan, or the plans investing in such entity, will not, during the period it participates in this Trust, offer a fixed income or bond fund that will compete with the Trust, without the written consent of the Trustee.

In the event a plan or entity fails to satisfy the conditions for constituting a Participating Plan hereunder, after being informed by the Administrator (as defined below) and given 60 days to correct such failure, the Trustee will terminate such Participating Plan’s participation in the Trust and distribute such Participating Plan’s interest in the Trust to the trustee or other responsible fiduciary of such plan or entity.

Section 2.3 Termination of Participation. A Participating Plan Sponsor may terminate a Participating Plan’s participation in the Trust by giving the Administrator, if an Administrator has been designated, and/or the Trustee sixty (60) days advance written notice thereof. At such time, the Trustee shall distribute the Participating Plan’s portion of the Trust Fund in accordance with the value of the Participating Plan’s interest in the Trust. The amount distributed may be less than the “book value” of the terminating Participating Plan’s interest in the Trust should the Participating Plan’s proportionate share of the market value of the underlying assets held under the Contract’s separate accounts be less as determined by MetLife. Such amount shall be further adjusted for authorized expenses associated with the Participating Plan’s termination of participation.

Section 2.4 Governing instrument. To the extent of a Participating Plan’s participation in the Trust, this Declaration shall be adopted by and constitute a part of the governing instrument (*i.e.*, plan and

trust agreement) under which the Participating Plan is administered. This Declaration is intended to create a trust that is exempt from taxation as a group trust under Internal Revenue Service Revenue Ruling 81-100, as modified by Revenue Ruling 2004-67, any successor ruling, regulation or similar pronouncement, and the Declaration shall be construed, and the Trust shall be administered, to give effect to that intention. Further, it is intended that the beneficial interests in the Trust created by this Declaration be exempt from registration as securities under the Securities Act of 1933, as amended, and the Investment Company Act of 1940, as amended.

Section 2.5 Limitation. The Trust Company shall not invest any of its corporate funds in the Trust. If, because of a creditor relationship or any other reason, the Trust Company should acquire in its corporate capacity any interest in a Participating Plan, the Participation shall be liquidated on the first Valuation Date on which a withdrawal can be effected. The Trust Company shall not have any interest in the assets held in the Trust other than in its capacity as Trustee of a Participating Plan, except as otherwise permitted by law. Consistent with this requirement, a trust forming a part of a pension, profit-sharing or other eligible retirement plan for employees of the Trust Company may be a Participating Plan in the Trust.

The Trust Company shall not be deemed to have an interest in assets held in the Trust merely because it is designated or acting as trustee, depository or in any other capacity under any deed of trust, mortgage indenture, deposit agreement or other instrument under which any of the assets of the Trust have been issued or are being held.

Section 2.6 Approval of Participation. No assets of a trust shall be invested in a Participation in the Trust without: (i) the approval of an authorized fiduciary on behalf of such trust, as evidenced by a Joinder Agreement in a form acceptable to the Trust Company that has been executed by such fiduciary and submitted to the Trust Company; (ii) the determination by the Trust Company that such trust is eligible for investment in the Trust under federal and state law; and (iii) the approval of the Trust Company of such trust's investment. The approval of the Trust Company shall be given by such officer or officers of the Trust Company and in such a manner as the Board of Directors of the Trust Company shall from time to time prescribe. For this purpose, the Board of Directors of the Trust Company may act through the Trust Company's Trust Committee or Investment Committee, if one is so designated.

Section 2.7 Limitations on Distributions and Withdrawals. The Trustee may at any time, in its sole discretion, withhold payment on any distribution or withdrawal to be made from the Trust Fund for up to twelve (12) months to meet liquidity demands on the Trust Fund, or to otherwise reduce or eliminate the potential for an unfair result or adverse impact on the Trust 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. Notwithstanding the preceding sentence, the Trustee will honor requests for participant-directed distributions or withdrawals to the extent that, in the case of withdrawals, (i) the proceeds of the withdrawals are not being reinvested in a competing investment option, and (ii) the withdrawal request does not result from a communication from the employer, sponsor or fiduciary of the Participant Plan that influenced, induced or encouraged a participant to withdraw his or her funds from, and/or not to transfer additional funds to, the Trust. The Trustee also may limit or delay any withdrawal if in its sole discretion it determines that conditions exist which adversely affect the liquidity or operations of the securities markets, such as natural disasters, political unrest, civil disorder, industrial, juridical, governmental, civil or military action, acts of terrorism, insurrection, or revolution, nuclear fusion, fission or radiation, failure or fluctuation in electrical power, heat, light, air conditioning, or telecommunications equipment, mechanical or other trading system's failure, other highly unusual market volatility, or acts of God. The Trustee shall treat all withdrawal requests in a uniform manner when imposing a waiting period pursuant to this Section.

**ARTICLE III
MANAGEMENT OF THE TRUST FUND**

Section 3.1 Trustee's Powers and Duties. Subject to the purpose of the Trust as described in Section 1.3 above and the other terms of this declaration, the Trustee shall have exclusive authority and discretion to manage and control the Trust Fund. The Trustee shall have the following powers, rights and duties in addition to those provided elsewhere in this agreement or by law:

- (a) The ownership of all of the assets comprising the Trust shall be solely in the Trustee. No Participating Plan shall be deemed to have individual ownership of any asset in the Trust, but shall be deemed to have a proportionate undivided beneficial interest in the Trust and shall share ratably in the income, profit and losses thereof. No certificate or documentation evidencing ownership in the Trust shall be issued.
- (b) The Trustee shall have exclusive management and investment authority with respect to the Trust. Subject to the foregoing, the Trustee may retain and consult with such investment advisers or other consultants, including, without limitation, any affiliate of the Trustee, as the Trustee, in its sole discretion, may deem advisable to assist it in carrying out its responsibilities under this Declaration.
- (c) To invest the Trust Fund by making deposits from time to time with an insurance company or companies under one or more group annuity contracts or policies and to exercise any and all rights, privileges, options and elections thereunder, including a contract or policy under which the Trustee or an affiliate has been retained to manage all or a portion of a separate account established under such contract or policy.
- (d) To invest and reinvest the Trust Fund in any deposit accounts or funds maintained by a legal reserve life insurance company in accordance with an agreement between the Trustee and such insurance company, in a group annuity contract(s) issued by such insurance company to the Trustee as Contractholder, or in any interest bearing deposits held by any bank or similar financial institution, including the Trustee or an affiliate of the Trustee. The Trustee may hold a reasonable portion of the Trust Fund in cash to provide for the payment of current expenses and obligations under this Trust, as permitted by law.
- (e) To retain in cash such amounts as the Trustee considers advisable and as are permitted by applicable law and to deposit any cash so retained in any depository (including the Trustee or an affiliate of the Trustee) which the Trustee may select, which deposits shall bear a reasonable rate of interest.
- (f) To manage, sell, insure, contract to sell, grant options to purchase, convey, exchange, transfer, abandon, improve, repair, lease, for any term even though commencing in the future or extending beyond the term of the Trust, and otherwise deal with all personal property held by the Trustee on such terms and conditions as the Trustee shall decide.
- (g) To exercise subscription, conversion and other rights and options (and make payments from the Trust Fund 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 Fund, 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 Fund shall not be maintained outside the jurisdiction of the district courts of the United States.

- (h) When directed by a Participating Plan Sponsor, its authorized agent or Administrator, if an Administrator has been designated, to make payments of benefits under a Participating Plan to such trustee(s), persons or accounts, in such manner, at such times and in such amounts as the Participating Plan Sponsor, its authorized agent or the Administrator may in writing from time to time direct. The Trustee shall be fully protected in making payments out of the Trust Fund in accordance with such written directions.
- (i) 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 Fund, 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 sole discretion any litigation the Trustee considers necessary in connection with the Trust Fund.
- (j) To withhold, if the Trustee considers it advisable, 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 Fund 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 regulations.
- (k) To maintain records reflecting all receipts and payments under this Agreement, which records may be audited from time to time by a Participating Plan Sponsor, its authorized agent or the Administrator, if an Administrator has been designated, or anyone named by such person.
- (l) To report to the Participating Plan as of each Valuation Date, the then net worth of each Participating Plan's interest in such Trust (that is, the fair market value of all assets) on the basis of such data and information as the Trustee considers reliable.
- (m) To furnish periodic accounts to each Participating Plan for such periods as the Participating Plan Sponsor, its authorized agent or the Administrator, if an Administrator has been designated, may specify showing all investments, receipts, disbursements and other transactions involving the Trust during the accounting period, reflecting the amount of the Trust Fund which is held for each Participating Plan (which account shall be conclusive on all persons to the extent permitted by law, except as to any act or transaction as to which a Participating Plan files with the Trustee written exceptions or objections within six (6) months after receipt of the account).

- (n) To employ accountants, advisors, agents, counsel, consultants, custodians, depositories, experts and other persons, and to reasonably rely upon information and advice furnished by such persons; provided that the Trustee may not delegate its responsibilities as to the management or control of the assets of the Trust Fund, but the Trustee shall have the power to employ sub-advisers to assist in the management of the Trust Fund, including, but not limited to, entities which are affiliated with the Trust Company.
- (o) To perform all other acts which in the Trustee's judgment are appropriate for the proper management, investment and distribution of the Trust Fund.

Section 3.2 Power to Administer Assets. The Trustee shall have in respect of any and all securities or property at any time received or held for the Trust Fund the following powers and authority:

- (a) To retain, manage and control the same for such period of time as it deems appropriate.
- (b) To sell, convey, transfer, exchange or otherwise dispose of the same from time to time in such manner, for such consideration, and upon such terms and conditions as the Trustee, in its sole discretion, shall determine.
- (c) To consent to or participate in any plan for the reorganization, consolidation liquidation or merger of any corporation, association or any other legal entity, any security of which is held for the Trust Fund, and to pay any and all calls and assessments imposed upon the owners of such securities as a condition of their participating therein, and to consent to any contract, lease, mortgage, purchase or sale of property, by such corporation or person.
- (d) To exercise or dispose of any right it may have as the holder of any security to convert the same into another or other securities, or to acquire any additional security or securities, to make any payments, to exchange any security or to do any other act with reference thereto which it may deem advisable.
- (e) To deposit any security with any protective or reorganization committee, to delegate to such committee such power and authority with relation thereto as it may deem proper, and to agree to pay out of the Fund such portion of the expenses and compensation of such committee as it may deem proper.
- (f) To execute and deliver any proxies or powers of attorney to such person or persons as it may deem proper, granting to such person such power and authority with relation to any property or securities at any time held for the Fund as it may deem proper; provided that the Trustee shall at all times have exclusive management of the Trust.
- (g) To extend the time of payment of any obligation.
- (h) To accept in either total or partial satisfaction of any indebtedness or other obligation any property and to continue to hold the same for such period of time as it may deem appropriate.
- (i) To enter into repurchase agreements, wherein the Fund will purchase securities and the seller will agree to repurchase the securities within a particular time at a particular price.

- (j) To lend the securities of the Trust to brokers, dealers and financial institutions, in loans secured by collateral, to be maintained in an amount at least equal to the current market value of the loan securities, which collateral shall be in the form of cash or U. S. Government securities.
- (k) To purchase securities on a "when issued" basis, wherein the purchase price is fixed when the commitment to purchase is made, but delivery of and payment for the securities takes place at a later date.
- (l) To buy and sell covered options.
- (m) To enter into contracts for the future delivery of debt securities and index-based futures contracts; to purchase or to write put and call options on futures contracts; and to engage in related closing transactions with respect to such options on futures contracts.
- (n) To purchase put and call options on securities indexes; to sell securities index options at or prior to expiration; and to allow options to expire unexercised.
- (o) To compromise or adjust any claim arising out of or with respect to any securities or property at any time held for the Trust as it may deem proper.
- (p) To employ, at the expense of the Fund, agents, actuaries, experts, certified public accountants, auditors, and counsel, and to rely upon information and advice furnished by such persons. In addition the Trustee shall have the power to employ sub-advisers to assist in the management of the Fund, including, but not limited to, entities which are affiliated the Trust Company.
- (q) To do all such acts, take all such proceedings and exercise all such rights and privileges, whether or not hereinbefore specifically referred to, with relation to any property, as could be done, taken and/or exercised by the absolute owner thereof, consistent with its maintenance of the Trust exclusively for the collective investment of assets contributed thereto.

ARTICLE IV TRUST ACCOUNTING AND VALUATION

Section 4.1 Trust Fund Valuations. The value of the Trust Fund shall be determined each day on which the New York Stock Exchange is open for trading or such other time period as the Trustee may establish. Each day on which the Trust Fund is valued shall be referred to as a "Valuation Date". The Trustee will value the Trust 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 the Trust 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. The fair market value and guaranteed value under a MetLife Contract and the separate accounts thereunder shall be determined solely in accordance with the terms of such Contract.

Section 4.2 Accounting Basis. The interest of each Participating Plan shall be established and maintained to reflect the proportionate amount of the Trust Fund which is held for each Participating Plan. The Trustee may express account balances as a stated dollar value or amount or, the Trustee may

establish another accounting method, including but not limited to a “unit” value method providing that each Participating Plan investment in the Trust Fund will be represented by a number of full or fractional units. All deposits to the Trust Fund may be made only at the direction of a Participating Plan Sponsor, its authorized agent or the Administrator, if an Administrator has been designated, and all withdrawals, transfers and distributions from the Trust Fund may be made only at the direction of a Participating Plan Sponsor, its authorized agent or the Administrator. Notwithstanding the foregoing, if it is determined that a Participating Plan has ceased to be a qualified employer plan under Article II for any reason, 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, such date shall be a special valuation date hereunder.

Section 4.3 Audit. The Trust Fund shall be audited at the close of the annual period by auditors responsible to the Board of Directors of the Trustee.

Section 4.4 Time of Accounting. Within one hundred and twenty (120) days following the close of the annual period, the Trustee shall file with each Participating Plan a written account setting forth a description of all transactions effected under a MetLife Contract during such period, and showing fair market value and guaranteed value of such Contract. The written account shall be based on the audit performed pursuant to Section 4.3. The Trustee shall give notice of the availability of the account to the Participating Plan Sponsors, or such other person(s) 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.

Section 4.5 Approval of Accounting. A Participating Plan will be deemed to have approved such Accounting by failure to express objection to such accounting in writing delivered to the Trustee within ninety (90) days from the date upon which the accounting is delivered to the Participating Plan. Upon the passage of the period of time within which objection may be filed without written objections having been delivered to the Trustee, such accounting shall be deemed to be approved, and the Trustee shall be released and discharged as to all items, matters and things set forth in such account, as fully as if such accounting had been settled and followed and allowed by decree of a court of competent jurisdiction in an action or proceeding in which the Trustee, the Participating Plan and all persons having or claiming to have interest in the Trust Fund or under the Participating Plan were parties. If the Trustee and Participating Plan cannot agree with respect to any act or transaction reported in any statement, 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.

ARTICLE V ADMINISTRATOR

Section 5.1 Administrator. The Administrator(s), if designated by the Trustee, shall assume responsibility for the administration and recordkeeping functions required to be performed under the Trust with respect to the Contract(s). These functions are limited to Participating Plans where the Administrator has been appointed by the Participating Plan Sponsor and include the following:

- (a) The Administrator shall provide for contributions and other receipts being properly credited to the Trust in accordance with each such Participating Plan Sponsor’s instructions.

- (b) The Administrator shall arrange for distributions and withdrawals to be made to such Participating Plans for participants and beneficiaries from the Trust in accordance with the instructions of the Participating Plan Sponsor.
- (c) The Administrator shall maintain the “book value” records of all contributions, investments, distributions and other transactions and provide periodic statements to such Participating Plan Sponsors and their participants in accordance with all applicable laws and regulations.
- (d) The Administrator shall receive income tax withholding instructions and properly direct the withholding of any taxes due and the remittance of such proceeds to the appropriate governmental authorities. The Administrator shall also be responsible for satisfying all reporting requirements to be made to such Participating Plans and participants and beneficiaries.
- (e) All funds received by Administrator to invest in the Trust Fund, will be forwarded directly by the Administrator to the Trustee for deposit to the Trust or Contract as so directed by the Trustee.
- (f) The Administrator shall provide the appropriate parties with periodic accounts, position summaries, units, cost and market values, if relevant, for all funding vehicles provided under this Trust. The Administrator shall maintain the records of the Trust to reflect the correct book value for each such Participating Plan.
- (g) The Administrator shall deliver to the Participating Plan Sponsor a Joinder Agreement and disclosure materials in the form and content prescribed by the Trustee, and shall forward a copy of each properly completed and executed Joinder Agreement to the Trustee for approval and signature.
- (h) If no Administrator is designated, the Trustee shall serve as administrator and perform the functions heretofore listed as functions of the Administrator, and the Trustee shall be entitled to compensation of the performance of such duties.

ARTICLE VI COMPENSATION AND EXPENSES

Section 6.1. Compensation. The Trustee may charge to and pay from the Trust Fund (including from the assets of any Contract held by the Trust) reasonable compensation for its services (and, if an Administrator has been designated, for the services of the Administrator) in managing and administering the Trust. The Trust Company and its affiliates (and, if an Administrator has been designated, the Administrator) may receive at any time, either from the Trust Fund or from any Participating Plan or Participating Plan Sponsor, such fees and any additional fees, commissions or compensation by reason of such services and such Participating Plan’s participation in the Trust, except to the extent that its ability to do so may be restricted by applicable federal or state law.

Section 6.2 Expenses. The Trustee shall charge to the Trust Fund (i) the cost of money borrowed, (ii) costs, commissions, income taxes, withholding taxes, transfer and other taxes and expenses associated with the holding, purchase and/or sale, and receipt of income from, investments, (iii) the reasonable expenses of an audit of the Trust by independent public accountants, (iv) reasonable expenses of valuations; (v) reasonable attorneys’ fees and litigation expenses, and (vi) any other reasonable

expense, claim, or charge incurred by it in the administration of the Trust not prohibited by applicable law, including, without limitation, expenses associated with custodial services, tax form preparation services, brokerage and other trading costs, transfer or other taxes, preparing or obtaining comparative performance data concerning the Trust Fund, and expenses of registering the Trust (or the interests of Participating Plans) under applicable securities laws, unless the Trustee, in its sole discretion, determines to pay any such expenses directly.

ARTICLE VII TRUSTEE LIABILITY

Section 7.1 Limitation on Liability; Trustee's Actions Conclusive. Except as otherwise provided by applicable law, (i) the Trustee shall not be liable by reason of the purchase, retention, sale, or exchange of any investment, or for any loss in connection therewith, except to the extent such loss shall have been caused by its own negligence, willful misconduct, or lack of good faith, and (ii) the Trustee shall not be liable for any mistake made in good faith and with reasonable care in the administration of the Trust if, promptly after discovering the mistake, the Trustee takes whatever action the Trustee, in its sole discretion, may deem to be practicable under the circumstances, to remedy such mistake. The Trustee also shall not be liable for the proper application of any part of the Trust in accordance with the written directions of a Participating Plan or its authorized representative, as provided herein. All persons dealing with the Trustee are released from inquiry into the decision or authority of the Trustee and from seeing to the application of any moneys, securities, or other property paid or delivered to the Trustee. 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 the Trust, Participating Plans and all persons interested therein.

Section 7.2 Indemnity. To the fullest extent permitted by applicable law, the Trust shall indemnify and hold harmless the Trustee, its affiliates, shareholders, directors, officers, employees, agents and representatives (the "indemnified parties") from and against all losses, claims, damages, liabilities, joint or several, or suits or other actions to which the indemnified parties may be subject insofar as such losses, claims, damages, liabilities, or actions arise by reason of the duties and responsibilities undertaken by the Trustee and its agents or delegates pursuant to this Declaration of Trust. The Trust also shall reimburse each of the indemnified parties for any legal or other expenses reasonably incurred by any of them in connection with investigating, defending, or preparing to defend any such loss, claim, damage, liability or action. Notwithstanding the foregoing, the Trust shall not be liable for any such indemnity or reimbursement to the extent that, in the final judgment of a court of competent jurisdiction, the Trustee or other indemnified party is found to have breached this Declaration of Trust or breached any duties or responsibilities undertaken pursuant to this Declaration of Trust, in which event the indemnified party shall repay the Trust for any amount advanced pursuant to this Section.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Tax Qualification of the Trust. The Trust is intended to qualify as a tax-exempt group trust within the meaning of Internal Revenue Service Revenue Ruling 81-100, as modified, or any successor ruling, regulation or similar pronouncement. 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.

Section 8.2 Exclusive Benefit; Restrictions on Reversion and Assignment. No part of the corpus or income of the Trust Fund that equitably belongs to any Participating Plan may be used or diverted to any purpose other than the exclusive benefit of the employees and their beneficiaries who are entitled to benefits under such Participating Plan. No Participating Plan Sponsor shall have any right, title or interest in the assets of the Trust Fund, nor will any part of the assets of the Trust Fund revert or be repaid to a Participating Plan Sponsor. A Participating Plan may not assign any part of its Participation in the Trust.

Section 8.3 Nonalienation of Plan Benefits. The rights or interests of any Participating Plan participant or beneficiary to any benefits or future payments hereunder 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 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, except to the extent Qualified Domestic Relations Orders are provided for in the Participating Plan and such amounts must be alienated pursuant to a court order or settlement in connection with such Orders, or except as may be required by the tax withholding provisions of the Code or of a state's income tax act.

Section 8.4 Litigation. In any action or proceeding regarding this Trust, the Administrator, if an Administrator has been designated, any Participating Plan or the administrator of a Participating Plan, employees or former employees, 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 and shall not be entitled to any notice of process. 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 Administrator, a Participating Plan Sponsor, 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 Participating Plan participant's or other person's benefits, the costs to the Administrator or 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 Participating Plan participant or other person concerned.

Section 8.5 Trustee's Action Conclusive. Except as otherwise provided by law, the Trustee's exercise or non-exercise of its powers and discretions in good faith shall be conclusive on all persons. No one shall be obliged to see to the application of any money paid or property delivered to the Trustee. The certificate of the Trustee that it is acting according to this agreement will fully protect all persons dealing with the Trustee, to the extent permitted by applicable law. If there is a disagreement between the Trustee and anyone as to any act or transaction reported in any accounting, the Trustee shall have the right to a settlement of its account by any proper court.

Section 8.6 Contributions and Payments. The Trustee shall be accountable to a Participating Plan for all contributions received from the Participating Plan Sponsor attributable to a participating employee, but the Trustee shall have no duty to see that the contributions comply with the provisions of the Participating Plan, nor shall the Trustee be obliged or have any right to enforce or collect any contribution from a Participating Plan or participating employees 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 Administrator, if an Administrator has been designated, will direct the Trustee in writing as respects the distribution of benefits payable under a Participating Plan.

Section 8.7 Liabilities Mutually Exclusive. To the extent permitted by law, the Trustee, the Administrator, if an Administrator has been designated, a Participating Plan Sponsor, and any other person or fiduciary shall be responsible only for its or their own acts or omissions.

Section 8.8 Indemnification. To the extent permitted by law, no person (including the Administrator, if an Administrator has been designated) 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 Fund. To the extent permitted by law, the Trustee and its agents shall be indemnified and saved harmless by each Participating Plan Sponsor with respect to claims of liability to which the Trustee and its agents are subjected by reason of its investment of the Trust Fund or compliance with any directions given in accordance with the provisions of a Participating Plan or this Trust by the Administrator, a Participating Plan Sponsor, trustee, or any person duly authorized by the Administrator or Participating Plan Sponsor.

Section 8.9 Action by Participating Plan Sponsors. Any action required or permitted of a Participating Plan Sponsor under this Trust shall be by resolution of its Board of Directors, Trust Committee, or governing entity.

Section 8.10 Warranty. Each Participating Plan Sponsor warrants that all directions or authorizations by the Administrator, if an Administrator has been designated, whether for the payment of money or otherwise, will comply with the Participating Plan and this Trust.

Section 8.11 Evidence. Evidence required of anyone under this agreement shall be signed, made or presented by the proper party or parties and may be by certificate, affidavit, document or other information which the person acting on it considers pertinent and reliable.

Section 8.12 Waiver of Notice. Any notice required under this agreement may be waived by the person entitled to such notice.

Section 8.13 Counterparts. This agreement may be executed in two or more counterparts, anyone of which will be an original without reference to the others.

Section 8.14 Gender and Number. Words denoting the masculine gender shall include the feminine and neuter genders and the singular shall include the plural and the plural shall include the singular wherever required by the context.

Section 8.15 Successors. 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. If a successor to a Participating Plan Sponsor or a purchaser of all or substantially all of the Participating Plan Sponsor's assets agrees to continue a plan with the Participating Plan Sponsor's consent, the terms "Participating Plan Sponsor" as used in the Participating Plan and this Agreement shall include such successor or purchaser.

Section 8.16 Severability. If any provision of this agreement is held to be illegal or invalid, such illegality or invalidity shall not affect the remaining provisions of this agreement, and they shall be construed and enforced as if such illegal or invalid provisions had never been inserted therein.

Section 8.17 Statutory References. Any references in the Participating Plan or this agreement to a Section of the Code or of ERISA shall include any comparable section or sections of any future legislation which amends, supplements or supersedes said Section.

Section 8.18 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 Delaware.

Section 8.19 Tax Reporting Withholding. The Trustee shall prepare tax returns or other filings with respect to the Trust Fund only if such returns or filings must be filed by the Trustee rather than by the Participating Plan Sponsor or trustee under such Participating Plan.

ARTICLE IX AMENDMENT AND TERMINATION

Section 9.1 Amendment. This Trust may be amended from time to time by the Trustee; provided that under no condition shall an amendment result in the return or the repayment to a Participating Plan Sponsor of any part of the Trust Fund or the income from it other than as provided under the Trust or result in the distribution of the Trust Fund for the benefit of anyone other than persons entitled to benefits under a Participating Plan.

Section 9.2 Termination. If the Trust is terminated by the Trustee, this Trust and all the rights, titles, powers, duties, discretions and immunities imposed on or reserved to the Trustee and each designated Administrator shall continue in effect with respect to the Trust until all assets of the Participating Plans have been distributed by the Trustee either to the trust implementing the Participating Plans or, if no such trust implements such Plan, as directed by the designated Administrator under the Plan. Upon termination of this Trust 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 Fund.

Section 9.3 Resignation. The Trustee may resign and appoint a successor trustee and shall furnish no less than thirty (30) days notice of such to each Participating Plan Sponsor. Upon the effective date of the resignation and appointment, the resigning trustee shall be relieved of further duties, powers and responsibilities as trustee hereunder and all such duties, powers and responsibilities shall be assumed by the successor trustee.

Section 9.4 Merger or Consolidation. The Trust may be merged with or consolidated into (whether or not as the surviving entity) any other trust for the collective investment of the assets of plans described in Section 2.1 above, whether or not the Trustee is trustee of such other trust. No merger or consolidation in which the Trust is not the surviving entity shall become effective until at least thirty (30) days after the date on which notice of such merger or consolidation has been furnished to each Participating Plan Sponsor.

IN WITNESS WHEREOF, Wilmington Trust Retirement and Institutional Services Company has caused this Declaration be signed and its seal to be hereunto affixed and attested by its duly authorized officers as of the day and year first written above.

[Corporate Seal]

**WILMINGTON TRUST RETIREMENT AND
INSTITUTIONAL SERVICES COMPANY**

Attest: /s/ Robert Sher
Vice President

By: /s/ Charles Russella
President