

**HAND
COMPOSITE EMPLOYEE BENEFIT TRUST**

DECLARATION OF TRUST

Amended and Restated
Effective as of April 1, 2011

HAND
COMPOSITE EMPLOYEE BENEFIT TRUST

TABLE OF CONTENTS

DECLARATION OF TRUST

DECLARATION OF TRUST	1
Article 1 DEFINITIONS.....	2
Section 1.1 - Act.....	2
Section 1.2 - Affiliate	2
Section 1.3 - Agent.....	2
Section 1.4 - Class.....	2
Section 1.5 - Code	2
Section 1.6 - Composite Trust.....	2
Section 1.7 - Declaration of Investment Account	2
Section 1.8 - Effective Date	2
Section 1.9 - Fair Value.....	2
Section 1.10 - Fiscal Year	2
Section 1.11 - Intermediary.....	2
Section 1.12 - Investment Account or Investment Accounts	3
Section 1.13 - Laws and Regulations.....	3
Section 1.14 - Liquidation Account	3
Section 1.15 - Participating Trust.....	3
Section 1.16 - Plan Administrator	3
Section 1.17 - Qualified Trust.....	3
Section 1.18 - Trustee.....	3
Section 1.19 - Unit	3
Section 1.20 - Valuation Date	3
Article 2 REQUIREMENTS FOR PARTICIPATION.....	4
Section 2.1 - Definition of a Qualified Trust	4
Section 2.2 - Application to Participate	5
Section 2.3 - Conditions of Participation	5
Section 2.4 - Other Conditions of Participation	6
Section 2.5 - Recognition by Trustee.....	6
Article 3 INVESTMENT ACCOUNTS	6
Section 3.1 - Establishment of Investment Accounts.....	6
Section 3.2 - Declaration of Investment Account	6
Section 3.3 - Separation of Investment Accounts	6
Section 3.4 - Participation in Investment Accounts	6
Section 3.5 - Valuation of the Investment Accounts.....	7
Section 3.6 - Suspension of Valuations.....	7
Section 3.7 - Income Deemed to Accrue from Day to Day	8
Section 3.8 - Treatment of Accrued and Uncollected Income Previously Paid or Recorded	8

Section 3.9 - Termination of Investment Accounts.....	8
Article 4 INTERESTS OF PARTICIPATING PLANS; DEPOSITS AND WITHDRAWALS....	8
Section 4.1 - Division of Investment Accounts into Units and Classes; Valuation.....	8
Section 4.2 - Record of Participation	9
Section 4.3 - Separate Accounts.....	9
Section 4.4 - Deposits.....	9
Section 4.5 - Withdrawals	10
Section 4.6 - Suspension of Deposit or Withdrawal Rights.....	10
Section 4.7 - Payment for Units Upon Withdrawal	10
Section 4.8 - Investment and Withdrawal Expenses	11
Section 4.9 - Trading Limits	12
Section 4.10 - Agents and Intermediaries	11
Article 5 SEGREGATED ACCOUNTS.....	12
Section 5.1 - Establishment of Liquidation Account	12
Section 5.2 - Establishment of Transition Account	12
Section 5.3 - Additional Powers and Duties of the Trustee	12
Section 5.4 - Limitation on Contributions to Liquidation Account	13
Section 5.5 - Distributions.....	13
Section 5.6 - Effect of Establishing Liquidation or Transition Accounts	13
Section 5.7 - Fees and Expenses	13
Article 6 INVESTMENT AND ADMINISTRATION OF THE COMPOSITE TRUST; TRUSTEE RESPONSIBILITIES	13
Section 6.1 - Investment Powers and Duties of Trustee	13
Section 6.2 - Management and Administrative Powers and Duties of Trustee	16
Section 6.3 - Dealings with the Investment Accounts	18
Section 6.4 - Dealings with Other Persons.....	19
Section 6.5 - Trustee Reliance	19
Section 6.6 - Limitation on Liability.....	19
Section 6.7 - Action by the Trustee.....	19
Article 7 ACCOUNTS OF TRUSTEE	20
Section 7.1 - Account Administration.....	20
Section 7.2 - Annual Audit.....	20
Section 7.3 - Annual Statement of Participating Accounts.....	20
Section 7.4 - Settlement of Accounts	20
Section 7.5 - Judicial Accounting	20
Section 7.6 - Governmental Returns and Reports.....	20
Article 8 COMPENSATION AND EXPENSES OF TRUST	21
Section 8.1 - Trustee's Compensation.....	21
Section 8.2 - Fees, Expenses, and Taxes.....	21
Article 9 AMENDMENT AND TERMINATION	21
Section 9.1 - Amendments	21
Section 9.2 - Merger or Consolidation of the Composite Trust.....	22
Section 9.3 - Merger, Reorganization, or Termination of Investment Accounts	22

Section 9.4 - Termination.....	23
Section 9.5 - Resignation of the Trustee	23
Article 10 APPOINTMENT OF ADVISORS	24
Section 10.1 - Management Authority	24
Section 10.2 - Appointment of Advisor	24
Section 10.3 - Fees	24
Article 11 MISCELLANEOUS	24
Section 11.1 - Discretion of the Trustee.....	24
Section 11.2 - Employment of Advisors	25
Section 11.3 - Trustee’s Representation of Composite Trust	25
Section 11.4 - Fractions of a Cent	25
Section 11.5 - Titles and Subtitles.....	25
Section 11.6 - Texas Law Controls; Effect of Statutes and Regulations	25
Section 11.7 - Nonassignment or Alienability	25
Section 11.8 - Diversion of the Composite Trust.....	25
Section 11.9 - Interpretation and Construction	25
Section 11.10 - Severability of Provisions	26
Section 11.11 - Notices	26

**HAND
COMPOSITE EMPLOYEE BENEFIT TRUST**

DECLARATION OF TRUST

WHEREAS, American Industries Trust Company, a corporation with trust powers duly organized and existing under the laws of the State of Texas, originally established the American Industries Composite Employee Benefit Trust by Declaration of Trust (the "Composite Trust") effective May 1, 1964 as amended from time to time, said Composite Trust having remained in full force and effect since the effective date thereof; and

WHEREAS, the Composite Trust was amended and restated in its entirety effective September 1, 1999, and further amended effective December 1, 2001 to change the name of the Composite Trust to the Hand Composite Employee Benefit Trust, with Hand Benefits & Trust Company, formerly American Industries Trust Company, as trustee ("the Trustee"); and

WHEREAS, the sole and exclusive purpose of said Composite Trust is to provide a trust in which the assets of certain employee benefit plans and other qualified trusts may be commingled in one or more investment accounts established pursuant to the Composite Trust for investment purposes; and

WHEREAS, Section 9.1 of said Composite Trust provides for amendment thereof by the Trustee upon approval of its Board of Directors and the Board now deems it necessary and desirable to amend and restate the Composite Trust in its entirety:

THEREFORE, the Composite Trust is hereby amended and restated in its entirety effective April 1, 2011, and the Hand Benefits & Trust Company hereby declares such Composite Trust to continue to be known as the Hand Composite Employee Benefit Trust and further declares that the Trustee shall hold and administer in trust, under the terms and conditions hereinafter set forth, all money and other property acceptable to it which may from time to time be delivered to said Trustee, together with the income, proceeds, and other increments of such money and property, including such money and property constituting the trust fund of the Composite Trust under the terms of such Composite Trust as it existed immediately prior to the effective date of this amended and restated Declaration of Trust. Said Composite Trust shall be operated and administered with respect to all plans and trusts permitted to participate hereunder in accordance with the following terms, conditions, and limitations:

ARTICLE 1 DEFINITIONS

As used herein, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise, and wherever appropriate the singular shall include the plural and the plural shall include the singular and the use of any gender shall include the other gender:

Section 1.1 - Act shall refer to the Employee Retirement Income Security Act of 1974, as amended from time to time.

Section 1.2 - Affiliate shall refer to any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, investment trust, or similar organization controlling, controlled by, or under common control with the Trustee.

Section 1.3 - Agent shall refer to such agent(s) as may be designated by the Trustee from time to time pursuant to Section 4.10.

Section 1.4 - Class shall refer to the separate classes of interest of each Investment Account as the Trustee may deem necessary and desirable in accordance with the terms of this Declaration of Trust.

Section 1.5 - Code shall refer to the Internal Revenue Code of 1986, as amended from time to time.

Section 1.6 - Composite Trust shall refer to the Hand Composite Employee Benefit Trust evidenced by this instrument and any amendments hereto which may be executed from time to time.

Section 1.7 - Declaration of Investment Account shall refer to each exhibit to this Declaration of Trust which contains the investment objectives, guidelines, and restrictions in accordance with which one or more Investment Account(s) shall be operated and maintained; each Declaration of Investment Account established pursuant to this Declaration of Trust may be amended from time to time by the Trustee in its sole discretion in accordance with Section 9.1.

Section 1.8 - Effective Date of this amended and restated Declaration of Trust shall be April 1, 2011.

Section 1.9 - Fair Value shall refer to the value of an asset as determined under Section 3.5.

Section 1.10 - Fiscal Year of this Composite Trust shall be the twelve month period commencing on January 1 and ending on December 31.

Section 1.11 - Intermediary shall refer to such intermediary or intermediaries as may be engaged by the Plan Administrator of a Participating Trust from time to time pursuant to Section 4.10.

Section 1.12 - Investment Account or Investment Accounts shall refer to the separate Investment Account or Accounts established hereunder in accordance with the provisions of Article 3.

Section 1.13 - Laws and Regulations shall refer to any applicable law, regulation, or ruling of any governmental entity having jurisdiction over a Qualified Trust.

Section 1.14 - Liquidation Account means a segregated account established and maintained in accordance with Article 5.

Section 1.15 - Participating Trust shall refer to any Qualified Trust which invests any portion or all of its assets in this Composite Trust having satisfied the conditions for participation herein in accordance with Article 2.

Section 1.16 - Plan Administrator shall refer to such individual, corporation, or committee designated under the terms of a Qualified Trust which has discretionary control and authority with respect to the management, investment, and disposition of assets of such Qualified Trust, including without limitation the authority to direct the investment of assets of such Qualified Trust in the Composite Trust. Wherever in this Declaration of Trust, the Plan Administrator may, or is required to provide directions, instructions or notices to the Trustee, reference to the Plan Administrator shall also mean any Intermediary who provides directions, instructions or notices to the Trustee on behalf of the Plan Administrator.

Section 1.17 - Qualified Trust shall refer to an employee benefit plan or trust qualified to participate under Section 2.1.

Section 1.18 - Trustee shall refer to Hand Benefits & Trust Company, a corporation with trust powers duly organized and existing under the laws of the State of Texas, and any duly appointed, qualified, and acting successor trustee. Any corporation into which the Trustee may merge, or with which it may be consolidated, or to which substantially all of its assets may be transferred, shall be the successor trustee hereunder and shall have all of the powers and duties herein conferred upon the Trustee without execution or filing of any additional instrument or the performance of any additional act.

Section 1.19 - Unit shall refer to a book-entry record used to determine the value of the beneficial interest of each Participating Trust in an Investment Account.

Section 1.20 - Valuation Date shall refer to such date or dates as deemed necessary and advisable by the Trustee in its sole discretion; provided that, unless a different date is established in the Declaration of Investment Account, it shall mean the close of business on each day the Trustee is open for business; however, the Trustee may designate any other date as a special Valuation Date.

ARTICLE 2 REQUIREMENTS FOR PARTICIPATION

Section 2.1 - Definition of a Qualified Trust: An employee benefit plan or trust is eligible to participate in the Composite Trust if it is one of the following:

- (a) A retirement, pension, profit sharing, stock bonus, or other employee benefit trust or account forming a part of a plan or plans (including any governmental plans) qualified under Section 401(a) of the Code and exempt under Section 501(a) of the Code, other than a trust or account which forms a part of a plan which covers employees, some of whom are employees within the meaning of Section 401(c) of the Code; including without limitation any such trust or account under a plan maintained by the Trustee for its own employees;
- (b) A retirement, pension, profit sharing, stock bonus, or other employee benefit trust or account forming a part of a plan qualified under Section 401(a) of the Code and exempt under Section 501(a) of the Code, which covers employees, some of whom are employees within the meaning of Section 401(c) of the Code, provided that the participation of such trust or account meets the conditions of Securities and Exchange Commission Rule 180, or the Trustee determines participation is otherwise permitted under applicable federal securities laws and regulations;
- (c) An employee benefit trust or account established with respect to any governmental plan as defined by Section 414(d) of the Code which has been established by an employer for the exclusive benefit of employees or their beneficiaries if, in compliance with Treasury Regulations Section 1.457-8(a)(2)(i), under the plan it is impossible prior to the satisfaction of liabilities with respect to such employees and their beneficiaries for any part of the corpus or income to be used for or diverted to purposes other than the exclusive benefit of such employees or their beneficiaries, other than a plan funded by an annuity contract described in Section 403(b) of the Code;
- (d) A common or collective trust fund established, operated and maintained by the Trustee, which limits admission thereto substantially as set forth in this Article 2, but only if such trust is exempt from income taxation under Section 501(a) or Section 584(b) of the Code; and
- (e) Any other plan or trust or other account permitted by applicable Laws and Regulations to invest in the Composite Trust, as determined by the Trustee in its sole discretion;

provided that, to the extent of the participation in the Composite Trust by any of the above described plans, trusts, or other accounts, the governing documents of such plan, trust, or account shall specifically authorize either the investment of moneys thereof in the Composite Trust pursuant to this Declaration of Trust or the investment of moneys thereof in a common or collective investment fund maintained by the Trustee, and also provide that the governing documents under which this Composite Trust or any such common or collective investment funds are maintained shall constitute

a part of the plan pursuant to which such trust or account is administered; and further provided that the Trustee may waive any part of this requirement if permitted by applicable Laws and Regulations, as determined by the Trustee.

Section 2.2 - Application to Participate: Each Qualified Trust shall provide, at the request of the Trustee, written representations and other information (including, but not limited to, a written certificate or opinion of counsel regarding its status or a copy of a favorable determination letter from the Internal Revenue Service) or other assurances the Trustee may deem necessary or advisable. As a condition of participation in the Composite Trust, the Trustee may require:

- (a) The Participating Trust to establish to the Trustee's satisfaction that it meets all of the requirements of a Qualified Trust;
- (b) The instrument establishing such Qualified Trust to include or be amended to include a provision permitting the commingling of assets of a Qualified Trust from time to time in this Composite Trust with assets belonging to other Qualified Trusts for purposes of joint or common investments;
- (c) The Plan Administrator to complete a participation agreement; provided that the Trustee may waive the participation agreement requirement for any Qualified Trust in its sole discretion; and
- (d) The Plan Administrator to provide the Trustee with written instructions relating to the investment and reinvestment of part or all of the assets of such Qualified Trust in one or more of the Investment Accounts of the Composite Trust.

Section 2.3 - Conditions of Participation: A Qualified Trust that has been accepted as a Participating Trust shall continue to be eligible to participate in the Composite Trust, subject to the following conditions:

- (a) During such time as any assets of a Participating Trust are held in the Composite Trust, (i) this Declaration of Trust shall govern the administration of such assets and (ii) any inconsistency between the governing instrument of the Participating Trust and this Declaration of Trust relating to the management or administration of the Participating Trust's assets held hereunder or to the rights, powers, responsibilities or liabilities of the Trustee with respect thereto shall be resolved in favor of this Declaration of Trust; and
- (b) If at any time a Participating Trust shall fail to satisfy all of the requirements of Section 2.1, such Participating Trust shall promptly notify the Trustee. If the Trustee receives actual notice that a Participating Trust no longer satisfies the conditions of Section 2.1, or if the Trustee determines in its sole discretion that a Participating Trust should withdraw for any reason, the Trustee shall take all steps necessary to distribute to such Participating Trust its entire interest in the Composite Trust, other than any interest the Participating Trust may have in a Liquidation Account, as soon as practicable after the Trustee receives such notice. Any cost

to the Composite Trust or to any Investment Account resulting from such distribution shall be borne solely by such Participating Trust.

Section 2.4 - Other Conditions of Participation: The Trustee may establish conditions for eligibility to participate in any particular Investment Account or Class of an Investment Account by setting forth such conditions in the applicable Declaration of Investment Account.

Section 2.5 - Recognition by Trustee: The Trustee shall be under no duty or obligation to recognize any plan or trust as a Participating Trust until all of the conditions of this Article and any applicable Declaration of Investment Account have been satisfied.

ARTICLE 3 INVESTMENT ACCOUNTS

Section 3.1 - Establishment of Investment Accounts: The Trustee may establish from time to time in accordance with this Declaration of Trust one or more separate Investment Accounts as it may deem necessary and advisable to provide for the collective investment and reinvestment of assets of Participating Trusts deposited to the Composite Trust.

Section 3.2 - Declaration of Investment Account: The Trustee shall invest and reinvest the assets of each Investment Account in accordance with the investment objectives, guidelines, and restrictions set forth in the Declaration of Investment Account for each such Investment Account. The Trustee in its sole discretion may establish one or more Investment Accounts pursuant to a single Declaration of Investment Account. The decision of the Trustee as to whether an investment is of a type which may be purchased by an Investment Account under the applicable Declaration of Investment Account or this Declaration of Trust shall be conclusive and binding on all persons having an interest in the Investment Account. In the case of any conflict between the specific terms of the Declaration of Investment Account and this Declaration of Trust, the Declaration of Investment Account shall control, except that no term of the Declaration of Investment Account may vary any term or condition of this Declaration of Trust in a manner which would cause the Investment Account to fail to qualify as a group trust under Revenue Ruling 81-100.

Section 3.3 - Separation of Investment Accounts: Each Investment Account shall be separately managed, administered, valued, invested, reinvested, accounted for, and distributed under the Composite Trust.

Section 3.4 - Participation in Investment Accounts: Any Participating Trust may have an interest in one or more of the Investment Accounts and the proportion of its assets which are invested in any one or more of the Investment Accounts may be changed from time to time as determined by the Plan Administrator of the Participating Trust, subject to Article 4 governing deposits to and withdrawals from Investment Accounts.

Section 3.5 - Valuation of the Investment Accounts: As of each Valuation Date, the Trustee shall determine the Fair Value of the assets held in each Investment Account. In the absence of readily ascertainable market values, Fair Value shall be determined in accordance with methods consistently followed and uniformly applied. Unless stated otherwise in the Declaration of Investment Account establishing a particular Investment Account, values will be determined as follows:

- (a) Stocks, bonds, and other securities listed on any national security exchange shall be valued at their closing sales prices; if the closing sales price is not shown such asset shall be valued at its recorded bid price on such exchanges on the Valuation Date, or the closing sales or bid price on the last business day prior to the Valuation Date. Closing sales and bid prices shall be obtained from the records of the exchanges provided by electronic media or newspapers of general circulation or standard financial publications.
- (b) Securities and other investments which are not listed on any registered exchange but are traded actively as an over the counter security, shall, if possible, be valued at the last sale or bid price on the Valuation Date reported in newspapers of general circulation or by recognized investment and security dealers or by regular quotation services as reported in standard finance publications.
- (c) With respect to other assets, the value as determined by the Trustee in reference to such valuation standards as the Trustee in good faith deems applicable to the circumstances.

The reasonable decisions of the Trustee regarding whether a method of valuation fairly indicates fair market value (or Fair Value, as the case may be), the selection of a pricing agent or service, and the good faith determination of the Trustee of the value of any of the assets held in the Composite Trust, shall be conclusive and binding upon all persons.

Section 3.6 - Suspension of Valuations: Notwithstanding any provision in this Declaration of Trust or the applicable Declaration of Investment Account to the contrary, the Trustee, in its sole discretion, may suspend the valuation of the assets of any Investment Account pursuant to this Article 3, and its determination of the value of Units of any Investment Account pursuant to Section 4.1, for the whole or any part of any period when (i) any market or stock exchange on which a significant portion of the investments of such Investment Account are quoted is closed (other than for ordinary holidays) or during which dealings therein are restricted or suspended, or a closing of any such market or stock exchange or a suspension or restriction of dealings is threatened; (ii) there exists any state of affairs which, in the opinion of the Trustee, constitutes a situation or emergency or other reason, circumstance, or event, as a result of which investment or disposition of the assets of such Investment Account would not be reasonably practicable or would be seriously prejudicial to the Participating Trusts therein (including, but not limited to, adverse market costs, market timing and excessive/disruptive trading); (iii) there has been a breakdown in the means of communication normally employed in determining the price or value of any of the investments of such Investment Account, or of current prices of any stock exchange on which a significant portion of the investments of such Investment Account are quoted, or when for any reason the prices or values of any investments owned by such Investment Account cannot reasonably be promptly and/or accurately ascertained; (iv) the transfer of funds involved in the realization or acquisition of any investment cannot, in

the opinion of the Trustee, be effected at normal rates of exchange; (v) the normal settlement procedures for the purchase or sale of securities or other assets cannot be effected in the customary manner or in accordance with generally applicable time periods; (vi) the action of any government or agency thereof or any self-regulatory body prevents or interferes with the ability of the Trustee to promptly and/or accurately value the assets of the Investment Account or readily transfer or dispose of assets of the Investment Account, or (vii) the Trustee deems such action is in the best interests of the Investment Account or the Participating Trusts.

Section 3.7 - Income Deemed to Accrue from Day to Day: If the Declaration of Investment Account of any Investment Account specifies a Valuation Date other than each day that the Trustee is open for business, the income earned by the Investment Accounts between Valuation Dates shall be deemed to accrue at an equal rate from day to day, and the Trustee shall not be required by any Participating Trust or any person having any interest therein to make any calculation for the purpose of determining the amount of income actually earned or accrued for any period other than a full period between Valuation Dates.

Section 3.8 - Treatment of Accrued and Uncollected Income Previously Paid or Recorded: The Trustee shall charge to and collect, if applicable, from any Participating Trust that part of any amount paid or accrued to such Participating Trust by reason of its withdrawal of Units of an Investment Account and amounts which represented accrued income which was not subsequently collected by the Trustee at the time fixed for its payment.

Section 3.9 - Termination of Investment Accounts: The Trustee may at any time merge, reorganize or discontinue any Investment Account in accordance with Section 9.3 of this Declaration of Trust.

ARTICLE 4 INTERESTS OF PARTICIPATING PLANS; DEPOSITS AND WITHDRAWALS

Section 4.1 - Division of Investment Accounts into Units and Classes; Valuation:

- (a) At the time of its establishment, each Investment Account within the Composite Trust shall be divided into Units. The interest in each Investment Account of each Participating Trust shall be expressed by the number of Units allocated to such Participating Trust. The Trustee may from time to time divide the Units of the respective Investment Accounts into a greater number of Units of lesser value or may combine them into a smaller number of Units of greater value. The individual Units outstanding with respect to each Investment Account shall at any given time represent an equal undivided interest in such Investment Account and no such Unit shall ever have any priority or privilege over any other Unit then outstanding with respect to the same Investment Account. Each Unit shall be nonassignable.

- (b) The Trustee, in its sole discretion and at any time, may also divide an Investment Account into one or more Classes of Units representing beneficial interests in such Investment Account with differing fee and expense obligations. The Declaration of Investment Account for each Investment Account shall specify the rate of Trustee compensation and other expenses, costs, charges, and other liabilities specifically allocable to each Class of Units, as well as any conditions to participate in such Class.
- (c) As of each Valuation Date after the establishment of an Investment Account, the Trustee shall determine the value of Units of such Investment Account in accordance with such methods as the Trustee in good faith deems applicable to the circumstances and consistently followed and uniformly applied. Such methods shall take into account all expenses, charges and other liabilities applicable to each Investment Account and each Separate Class of Units therein.

Section 4.2 - Record of Participation: No certificate or other written instrument shall evidence the Units of participation outstanding with respect to the respective Investment Accounts, but the Trustee shall maintain a record of the number of Units and book value of investments which from time to time are outstanding with respect to each Investment Account. The Trustee shall keep such books and records as may be necessary or appropriate to record the assets transferred to the respective Investment Accounts from time to time by the Participating Trusts and to reflect the interest of each Participating Trust in each Investment Account.

Section 4.3 – Separate Accounts: A separate account will be maintained to reflect the interest of each Participating Trust, including separate accounting for contributions to the Composite Trust by each such Participating Trust, disbursements made from each Participating Trust's account, and the investment experience of the Composite Trust as allocable to that account. Subject to applicable law, the Trustee may maintain such records through an Intermediary appointed as the Trustee's Agent in accordance with Section 4.10.

Section 4.4 - Deposits: With the consent of the Trustee and upon such prior notice as the Trustee may specify from time to time, a Qualified Trust may, as of any Valuation Date, acquire a beneficial interest in any Class of Units of an Investment Account by depositing with the Trustee such assets as (i) the Plan Administrator of the Qualified Trust shall instruct or (ii) if such Qualified Trust permits participants and beneficiaries thereof to direct investment of their accounts, and such instructions are communicated to the Trustee directly by such participants and beneficiaries, as such participants and beneficiaries shall instruct. The Trustee shall be fully protected in following the instructions of the Plan Administrator (or of the participants and beneficiaries, if applicable) as to the amounts and proportions of assets of any deposit to be placed in the Investment Account(s). Only money and such other assets as are permissible investments for the Investment Account, and acceptable to the Trustee, in its sole discretion, may be deposited in such Investment Account. Assets other than money deposited in an Investment Account shall be valued at their Fair Value (as determined under Section 3.5) as of the Valuation Date on which such deposit is made. The Trustee may set such other requirements as it may determine in its sole discretion with respect to minimum contributions and the frequency of permitted contributions; and the Trustee shall be free to waive any such requirements in its sole discretion with respect to any Participating Trust. The Trustee shall credit to the account of each Participating Trust which makes a deposit in an Investment Account that number of Units

which the deposit will purchase at the value of each Unit of the Class in which the Participating Trust will acquire an interest on the Valuation Date as of which the deposit is made.

Section 4.5 - Withdrawals: Subject to Section 4.5, the Plan Administrator of a Participating Trust (or a participant or beneficiary of such Participating Trust, if applicable) may, as of any Valuation Date, request to withdraw any number of Units from a Class of an Investment Account in which it has made a deposit and has a beneficial interest, provided that such right of withdrawal may be further limited by the Declaration of Investment Account. Notice of withdrawal must be received by the Trustee within such prior notice period as the Trustee may establish, but the Trustee may waive this requirement in its sole discretion in any case. The Trustee may set such other requirements as it may determine in its sole discretion with respect to requests for withdrawals and the frequency of permitted withdrawals; and the Trustee shall be free to waive any such requirements in its sole discretion with respect to any Participating Trust.

Section 4.6 - Suspension of Deposit or Withdrawal Rights: Notwithstanding any provision in this Declaration of Trust or any applicable Declaration of Investment Account to the contrary, the Trustee, in its sole discretion, may suspend the right to make deposits or withdrawals to or from any Investment Account for the whole or any part of any period when (i) any market or stock exchange on which a significant portion of the investments of such Investment Account are quoted is closed (other than for ordinary holidays) or during which dealings therein are restricted or suspended, or a closing of any such market or stock exchange or a suspension or restriction of dealings is threatened; (ii) there exists any state of affairs which, in the opinion of the Trustee, constitutes a situation or emergency or other reason, circumstance, or event as a result of which investment or disposition of the assets of such Investment Account would not be reasonably practicable or would be seriously prejudicial to the Participating Trusts therein (including, but not limited to, adverse market costs, market timing and excessive/disruptive trading); (iii) there has been a breakdown in the means of communication normally employed in determining the price or value of any of the investments of such Investment Account, or of current prices on any stock exchange on which a significant portion of the investments of such Investment Account are quoted, or when for any reason the prices or values of any investments owned by such Investment Account cannot reasonably be promptly and/or accurately ascertained; (iv) the transfer of funds involved in the realization or acquisition of any investment cannot, in the opinion of the Trustee, be effected at normal rates of exchange; (v) the normal settlement procedures for the purchase or sale of securities or other assets cannot be effected in the customary manner or in accordance with generally applicable time periods; (vi) the action of any government or agency thereof or any self-regulatory body prevents or interferes with the ability of the Trustee to promptly and/or accurately value the assets of the Investment Account or readily transfer or dispose of assets of the Investment Account; or (vii) the Trustee deems such action is in the best interests of the Investment Account or of the Participating Trusts.

Section 4.7 - Payment for Units Upon Withdrawal: Upon withdrawal of any Unit or Units by a Participating Trust, the Trustee shall pay from assets of the appropriate Investment Account or Investment Accounts, an amount equal to the value of the Units withdrawn by such Participating Trust as of the applicable Valuation Date. The Trustee shall have sole discretion as to whether such payment shall be made in transfers in kind; provided, however, that all payments on account of Units withdrawn as of any one Valuation Date shall be made on the same basis as all other Units withdrawn from that Investment Account as of such Valuation Date. The value of any asset other than cash which is distributed from an

Investment Account shall be deemed to be the value thereof as determined pursuant to the valuation rules of Section 3.5 as of the close of business on the Valuation Date as of which the withdrawal is effected. Transfer in kind distributions are not common but may be used as a form of distribution. Payments upon withdrawal shall be paid within a reasonable time following the applicable Valuation Date, except that such payments may be delayed if the Trustee determines that it cannot reasonably make such payment on account of an order, directive, or other interference by an official or agency of any government, or any other cause reasonably beyond its control, including, but not limited to, illiquid markets or illiquid securities. The Participating Trust receiving such payment shall not be entitled to any interest or other income earned in such monies pending payment. Notwithstanding anything in this Declaration of Trust or any applicable Declaration of Investment Account to the contrary, the Trustee may suspend or defer any payment over such period of time that the Trustee may determine, in its sole discretion, to be consistent with the nature of an Investment Account or a Class of Units of an Investment Account or to be appropriate to prevent inequities among Participating Trusts or as may be required for an orderly liquidation.

Section 4.8 - Investment and Withdrawal Expenses: Notwithstanding any other provision of this Declaration of Trust to the contrary, the Trustee, in its sole discretion, may determine with respect to any Investment Account that the actual expenses incurred or estimated expenses expected to be incurred in connection with cash deposits to such Investment Account or withdrawals of Units of such Investment Account which are to be paid in cash (including, but not limited to, brokerage fees, settlement, stamp taxes, duty, stock listing, and related expenses determined by the Trustee to be allocable to such deposits or withdrawals, as the case may be) shall be borne by the Participating Trust making such deposits or withdrawals. Such expenses shall be charged to such Participating Trust by reducing (a) the number of Units issued or to be issued to any such Participating Trust by a number of Units or fractions thereof equal in value to such expenses, in the case of a cash deposit to an Investment Account, or (b) the amount of cash to be distributed to any such Participating Trust by the amount of such expenses, in the case of a withdrawal. The actual and estimated expenses expected to be incurred in connection with any deposit or withdrawal shall be determined by the Trustee in its sole discretion and, for convenience of administration, may be determined using a standard formula or other reasonable methodology.

Section 4.9 - Trading Limits: In addition to any other authority provided to the Trustee hereunder with respect to deposits and withdrawals, the Trustee may adopt policies, procedures, and measures to discourage frequent trading that may harm participants in any Investment Account, including limits on the frequency of deposits and withdrawals, redemption fees, or other measures, and may in its sole discretion reject investment directions that violate such policies and procedures.

Section 4.10 - Agents and Intermediaries: The Trustee may in its sole discretion designate one or more agents ("Agents") of the Trustee to accept instructions regarding requests for deposits to and withdrawals from the Composite Trust (including requests for exchanges between Investment Accounts) from Plan Administrators (or the participants and beneficiaries of a Participating Trust, if applicable). In addition, the Trustee in its sole discretion may agree to the investment in the Composite Trust by a Participating Trust through an account established by a broker-dealer or other intermediary (an "Intermediary") in connection with investments in the Composite Trust by one or more Participating Trusts. If a Participating Trust arranges for the investment of the Participating Trust through an Intermediary, such Intermediary shall be appointed by the Plan Administrator of such Participating Trust as the Plan

Administrator's authorized agent to communicate all directions, instructions, or notices to the Trustee on the Plan Administrator's behalf (or on behalf of participants and beneficiaries of a Participating Trust, if applicable); and the Trustee shall be fully entitled to rely, and be held harmless by the Participating Trust and the Plan Administrator in relying upon directions, instructions, or notices provided by such Intermediary. The Trustee may (but is not required to) appoint the Intermediary as its Agent.

ARTICLE 5 SEGREGATED ACCOUNTS

Section 5.1 - Establishment of Liquidation Account: The Trustee may in its sole discretion, from time to time, transfer any illiquid, impaired, or defaulted investment of any Investment Account to a Liquidation Account. The primary purpose of each Liquidation Account shall be to facilitate the liquidation and pricing of the assets contained therein for the benefit of the Participating Trusts holding a beneficial interest therein. The period during which the Trustee may continue to hold any such assets shall rest in its sole discretion. Each Liquidation Account shall be maintained and administered solely for the ratable benefit of the Participating Trusts whose cash, securities, or other assets have been transferred thereto or deposited therein and each Participating Trust whose cash, securities, or other assets have been transferred thereto or deposited therein shall have a beneficial interest therein equal to the portion of such account represented by such transfer or deposit.

Section 5.2 - Establishment of Transition Account: The Trustee may in its discretion, from time to time, establish one or more transition accounts related to an Investment Account to hold cash, securities, or other assets received from, and other investments made for the benefit of, one or more specific Participating Trusts, pending the investment of such deposits in securities or other investments which the Trustee considers suitable for such Investment Account, or in connection with the distribution or withdrawal of cash, securities, or other investments held for the benefit of the Participating Trusts having an interest in such transition accounts, or for such other purposes as the Trustee shall deem appropriate (each a "Transition Account"). Each Transition Account shall be maintained solely for the ratable benefit of the Participating Trusts whose cash, securities, or other assets has been deposited therein.

Section 5.3 - Additional Powers and Duties of the Trustee: The Trustee shall have, in addition to all of the powers granted to it by law and by the terms of this Declaration of Trust, each and every discretionary power of management of the assets contained in a Liquidation Account or Transition Account (and of all proceeds of such assets) which the Trustee shall deem necessary or convenient to accomplish the purposes of such Liquidation Account or Transition Account. At the time of the establishment of a Liquidation Account or Transition Account, and upon each deposit of additional money to such Account, the Trustee shall prepare a schedule showing the interest of each Participating Trust therein. When the assets of such Liquidation Account or Transition Account shall have been completely distributed, such schedule shall be thereafter held as part of the permanent records of the Investment Account to which such Account relates. The Trustee shall include in any report of audit for an Investment Account a report for each related Liquidation Account or Transition Account established hereunder. For purposes hereof, the value of assets transferred to or held in a Liquidation Account or Transition Account (and the beneficial interest of any

Participating Trust therein) may be based upon (a) Fair Value as provided in Section 3.5, (b) amortized cost, or (c) book value, as determined by the Trustee in its sole discretion.

Section 5.4 - Limitation on Contributions to Liquidation Account: No further contributions shall be made to any Liquidation Account after its establishment, except that the Trustee shall have the power and authority, if in the Trustee's reasonable opinion such action is advisable for the protection of any asset held therein, to borrow from others (to be secured by the assets held in such Liquidation Account) and to make and renew such note or notes therefor as the Trustee may determine.

Section 5.5 - Distributions: The Trustee may make distributions from a Liquidation Account or Transition Account in cash or in kind or partly in cash and partly in kind, and, except as otherwise provided in the Declaration of Investment Account with respect to any Investment Account to which such Liquidation Account or Transition Account relates, the time and manner of making all such distributions shall rest in the sole discretion of the Trustee, provided that all such distributions as of any one time shall be made ratably and on the same basis among the Participating Trusts which hold a beneficial interest in such Account. Income, gains, and losses attributable to a Liquidation Account or Transition Account shall be allocated among the Participating Trusts which hold a beneficial interest in such Account, in proportion to such respective beneficial interests.

Section 5.6 - Effect of Establishing Liquidation or Transition Accounts: After an asset of an Investment Account has been set apart in a Liquidation or Transition Account, such assets shall be subject to the provisions of this Article, but such assets shall also be subject to all other provisions of this Declaration of Trust insofar as the same shall be applicable thereto and not inconsistent with the provisions of this Article. For the purpose of deposits to and withdrawals from an Investment Account, and for purposes of determining the value of the Units of an Investment Account and the income, gains, or losses of an Investment Account that are allocated among Participating Trusts pursuant to the other provisions of this Declaration of Trust, the value, income, gains, or losses of any assets held in any Liquidation or Transition Account shall be excluded.

Section 5.7 - Fees and Expenses: Each Liquidation Account and Transition Account shall be charged with the expenses attributable to the administration and management of such account (including, but not limited to, brokerage fees, settlement charges, stamp taxes, duty, stock listing, and related expenses, attorneys' fees, and auditing fees). Such Liquidation Accounts and Transition Accounts shall remain as part of the assets of the applicable Investment Account for purposes of determining the fee payable to the Trustee in accordance with such fee schedule as may apply from time to time.

ARTICLE 6

INVESTMENT AND ADMINISTRATION OF THE COMPOSITE TRUST; TRUSTEE RESPONSIBILITIES

Section 6.1 - Investment Powers and Duties of Trustee: The Trustee shall have, with respect to any property at any time held by it as part of the Composite Trust and constituting part of any Investment

Account created hereunder, power in its discretion to the extent allowed by applicable Laws and Regulations:

- (a) To subscribe for and to invest and reinvest funds in, to enter into contracts with respect to, and to hold for investment and to sell or otherwise dispose of any property, real, personal, or mixed, wherever situated, whether foreign or domestic, and whether or not productive of income or consisting of wasting assets, including, but not limited to, securities, instruments, foreign currencies, and other assets without being limited to any securities or class of securities or other assets in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property or interest may bear to the entire amount of the Composite Trust or of any Investment Account of which it forms a part; including but not limited to, obligations issued or guaranteed by the U.S. Government (including, but not limited to, its agencies and instrumentalities), bonds, debentures, notes (including, but not limited to, structured notes), mortgages, any part interest in a bond or mortgage or note, commercial paper, bankers' acceptances, and all other evidences of indebtedness; trust and participation certificates; certificates of deposit, demand or time deposits (including, but not limited to, any such deposits in Hand Benefits & Trust Company or any of its Affiliates, as permitted by applicable Laws and Regulations), money market instruments; foreign securities; options on securities and indexes, foreign currencies, contracts for the immediate or future delivery of currency, financial instruments or other property, options on futures contracts, spot and forward contracts, puts and calls, straddles, spreads, or any combination thereof; swaps and any other derivative contracts or transactions of any kind, whether foreign or domestic, including without limitation interest rate, currency, and equity swaps and caps and floors; beneficial interests in any trusts (including, but not limited to, structured trusts); repurchase agreements and reverse repurchase agreements; securities issued by registered or unregistered investment companies; variable and indexed interest notes and investment contracts; common and preferred stocks, convertible securities, subscription rights, warrants, limited partnership interests, profit-sharing interests or participations, and all other contracts for or evidences of equity interests; and direct or indirect interests in real estate;
- (b) To retain any property at any time received by it;
- (c) To sell or exchange any property at any time held by it at either public or private sale for cash or on credit and grant options for the purchase or exchange thereof;
- (d) To participate in, and consent to, any plan of reorganization, consolidation, merger, combination, dissolution, recapitalization, liquidation, or other similar plan and any action thereunder relating to such property and to consent to, or to oppose, any such plan and any action thereunder, or any contract, lease, mortgage, purchase, sale or other action by any corporation;
- (e) To receive and retain property under any plan described in paragraph (d) of this Section 6.1 whether or not the same is of the class in which fiduciaries are authorized by law or any rule of

court to invest funds;

- (f) To deposit any property held by it with any protective, reorganization or similar committee; to delegate discretionary power thereto and to pay and agree to pay part of its expenses and compensation and any assessments levied with respect to any such property so deposited;
- (g) To exercise or dispose of any conversion, subscription, or other rights, discretionary or otherwise, including, but not limited to, the right to vote and grant proxies, appurtenant to any property held by the Composite Trust at any time;
- (h) To renew or extend the time of payment of any obligation;
- (i) To enter into standby agreements for future investment of assets, either with or without a standby fee;
- (j) To hold in cash or unproductive of income, and without liability for interest, such portion of any Investment Account as the Trustee may deem advisable, including without limitation any amounts held pending investment or distribution;
- (k) To maintain the indicia of ownership of assets outside the United States to the extent permitted by applicable Laws and Regulations, including but not limited to (and only to the extent applicable) ERISA;
- (l) In the event of any default in respect of any investment held hereunder, to exercise such powers in the collection or realization of such investment as the Trustee shall determine including without limitation the following specification: in the event of foreclosure or any proceedings for the collection or realization of any mortgage or mortgages held hereunder to exchange any such mortgage or mortgages for any other property; to purchase such property at any foreclosure or other sale or to acquire such property by deed without foreclosure; to retain property bought in foreclosure or taken over without foreclosure for such period of time as may be deemed proper; to delegate to any person or corporation any or all powers of the Trustee, discretionary or otherwise, in respect of the collection or realization of any investment held hereunder;
- (m) To enter into joint ventures, general or limited partnerships, limited liability companies, and any other combinations or associations formed for investment purposes.

Notwithstanding any other provisions of this Declaration of Trust, assets of the Composite Trust may be invested in any collective investment fund or funds, including common and group trust funds presently in existence or hereafter established which are maintained by a bank or trust company supervised by a state or federal agency, notwithstanding that the bank or trust company is the Trustee, investment manager, or is otherwise a party-in-interest of the Trust, including without limitation BlackRock Institutional Trust Company, N.A., or any successor thereto, and in connection therewith, enter into agency and custody agreements for the purpose of investing therein. The assets so invested shall be subject to all the

provisions of the instruments establishing such funds as they may be amended from time to time. Such instruments of any collective, common or group trusts as they may be amended from time to time are hereby incorporated and made a part of this Declaration of Trust as if fully set forth herein. The combining of money and other assets of the Composite Trust with money and other assets of other trusts and accounts in such fund or funds is specifically authorized.

Section 6.2 - Management and Administrative Powers and Duties of Trustee: The Trustee shall have the rights, powers, and privileges of an absolute owner in the management and administration of the Composite Trust and Investment Accounts established pursuant to this Declaration of Trust. In addition to and without limiting the powers and discretion conferred on the Trustee elsewhere in this Declaration of Trust, but subject to any restrictions in the Declaration of Investment Account with respect to an Investment Account and applicable Laws and Regulations, the Trustee shall have the following discretionary powers with respect to any Investment Account:

- (a) To register securities held in any Investment Account in its own name or in the name of a nominee, or in any custodian, or in book entry form, in a clearinghouse corporation or in a depository (including an affiliate of the Trustee), and to hold any security in bearer form, and to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities or to deposit or to arrange for the deposit of such securities in any qualified central depository, in federal "book entry" form or in any other depository which is a national bank, or state chartered trust company, even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by any other person, but the books and records of the Trustee shall, at all times, show that all such securities are part of such Investment Account. The Trustee shall not be responsible for any losses resulting from the deposit or maintenance of securities or other property (in accordance with market practice, custom, or regulation) with any recognized foreign or domestic clearing facility, book-entry system, centralized custodial depository, or similar organization;
- (b) To collect and receive all money and other property due to the Composite Trust and to give full discharge and acquittance therefor;
- (c) To settle, compromise or submit to arbitration any claims, debts or damages due or owing to or from the Composite Trust; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Composite Trust requires it; and to represent the Composite Trust in all suits or legal proceedings in any court of law or equity or before any other body or tribunal; and to pay from the Composite Trust all costs and reasonable attorneys' fees in connection therewith;
- (d) To borrow funds and in connection with any such borrowing to issue notes or other evidences of indebtedness, to secure such borrowing by mortgaging, pledging, or otherwise subjecting the Composite Trust assets to security interests, to lend fund assets, to endorse or guarantee the payment of any notes or other obligations of any person, and to make contracts of guaranty or suretyship, or otherwise assume liability for payment thereof;

- (e) To retain, manage, operate, repair, develop, preserve, improve, lend, pledge, hypothecate, write options on, mortgage or lease for any period any property referred to in paragraph (a) of Section 6.1 upon such terms and conditions as the Trustee deems proper, either alone or by joining with others, using other trust assets for any such purposes it deems advisable; to modify, extend, renew or otherwise adjust any or all of the provisions of any such mortgage or lease, including the waiver of rentals, it deems advisable; and to make such provisions for the amortization of the investment in, or the depreciation of the value of such property as it may deem advisable;
- (f) Without limiting paragraph (e) of Section 6.2, to engage in any securities lending program on behalf of an Investment Account (and in connection therewith to direct the investment of cash collateral and other assets received as collateral in connection therewith), and during the term of such loan of securities to permit the securities so lent to be transferred in the name of and voted by the borrower, or others;
- (g) To organize under the laws of any state a corporation or corporations for the purpose of acquiring and holding title to any property which the Trustee is authorized to acquire under this Article 6;
- (h) To appoint custodians, sub-custodians, sub-trustees, broker-dealers or other entities who may lawfully hold the property of an Investment Account, domestic or foreign, as to part or all of each Investment Account. The Trustee shall not be liable for the acts or omissions of any of the foregoing entities appointed by it hereunder including, but not limited to, any broker-dealer or other entity designated by the Trustee to hold any property of any Investment Account as collateral or otherwise pursuant to investment strategy, and, the Trustee shall not be responsible or liable for any losses or damages suffered by any Investment Account arising as a result of the insolvency of a custodian, sub-custodian, sub-trustee, broker-dealer, or other entity except to the extent that the Trustee was negligent in its selection or continued retention of such custodian, sub-custodian, sub-trustee, broker-dealer or other entity;
- (i) To make distributions to the Participating Trusts, payable in cash, property or any combination of cash and property as determined by the Trustee in its sole discretion, out of the assets of an Investment Account;
- (j) To sell for cash or upon credit, to convert, redeem, or exchange for other securities or property, to tender securities pursuant to tender offers, or otherwise to dispose of any securities or other property at any time held by an Investment Account or the Trustee on behalf of such Investment Account;
- (k) To incur and pay out of the assets of an Investment Account any charges, taxes, and expenses which in the opinion of the Trustee are necessary or incidental to, or in support of, the carrying out of any of the purposes of this Declaration of Trust or the Declaration of Investment Account applicable to such Investment Account (including, but not limited to, the

compensation and fees for the Trustee, custodians, the valuation committees or agents, depositories, pricing agents, transfer agents, accountants, attorneys, brokers and broker-dealers, and other independent contractors or agents);

- (l) To join with other holders of any securities or debt instruments in acting through a committee, depository, voting trustee, or otherwise, and in that connection to deposit any security or debt instrument with, or transfer any security or debt instrument to, any such committee, depository, or trustee, and to delegate to them such power and authority with relation to any security or debt instrument (whether or not so deposited or transferred) as the Trustee shall deem proper, and to agree to pay, and to pay, such portion of the expenses and compensation of such committee, depository, or trustee as the Trustee shall deem proper;
- (m) To borrow money as may be necessary or desirable to protect the assets of a Liquidation Account and to encumber or hypothecate the assets of such Liquidation Account to secure repayment of such indebtedness;
- (n) To employ suitable agents, including, but not limited to, agents or pricing services to perform valuations of the assets of the Composite Trust, custodians, advisers, consultants, auditors, depositories, and counsel, domestic or foreign (including, but not limited to, entities which are Affiliates of the Trustee), and, subject to applicable Laws and Regulations and except as otherwise provided elsewhere herein, to pay their reasonable expenses and compensation from the Composite Trust;
- (o) To establish such rules and procedures for the administration of the Investment Accounts as the Trustee in its sole discretion determines appropriate from time to time, such as without limitation rules with respect to the timing of requests for deposits and withdrawals from an Investment Account and frequent trading by Participating Trusts;
- (p) To advertise or publicize the Investment Accounts in such manner as may be authorized by rules and regulations established from time to time by the Comptroller of the Currency and consistent with other applicable Laws and Regulations;
- (q) To do all other acts which in the judgment of the Trustee are reasonably necessary or desirable to carry out the duties expressly conferred upon it by this Declaration of Trust for the proper administration of the Composite Trust even though the power to do such acts is not specifically set forth herein.

Section 6.3 - Dealings with the Investment Accounts: All persons extending credit to, contracting with, or having any claim of any type against any Investment Account (including, but not limited to, contract, tort, and statutory claims) shall look only to the assets of such Investment Account (and not to the assets of any other Investment Account) for payment under such credit, contract, or claim. No Participating Trust, nor any participant, beneficiary, trustee, employee or agent thereof, nor the Trustee (or any Affiliate), nor any of the officers, directors, shareholders, partners, employees, or agents of the Trustee (or any Affiliate), nor the Advisor (as defined in Section 10.2) nor any affiliate, officer, director, shareholder, partner,

employee, or agent thereof, shall be personally liable for any obligation of any Investment Account. Every note, bond, contract, instrument, certificate, or undertaking and every other act or thing whatsoever executed or done by or on behalf of any Investment Account shall be conclusively deemed to have been executed by or done only for such Investment Account and no Investment Account shall be answerable for any obligation assumed or liability incurred by another Investment Account established hereunder.

Section 6.4 - Dealings with Other Persons: Persons dealing with the Trustee shall be under no obligation to see to the proper application of any money paid or property delivered to the Trustee, to inquire as to the validity or propriety of any transaction, or to inquire into the Trustee's authority as to any transaction.

Section 6.5 - Trustee Reliance: The Trustee shall be fully protected in acting upon any instruction or document believed by the relevant person to be genuine and to be presented or signed by the person or persons duly authorized to do so, and in omitting to act in the absence of any such instruction or document, and the Trustee shall not be under any duty to make any investigation or inquiry as to the correctness of any such instruction or document, including without limitation instructions and documents relating to the investment or distribution of any Participating Trust's assets. The Trustee shall be fully protected in relying on a certification from a Participating Trust as to the person or persons authorized to give instructions or directions on behalf of the Participating Trust and may continue to rely on such certification until a subsequent certification is filed. The Trustee may consult with legal counsel of their choice, including counsel for a Participating Trust, upon any question or matter arising out of or relating to the Composite Trust and shall be fully protected in acting in good faith on advice of such counsel. Further, the Trustee shall not be liable for any loss to the Composite Trust or any Investment Account caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, wars, strikes or delays in transmission of orders due to a breakdown or failure of transmission or communication facilities, acts of God, or by any other cause or causes beyond the Trustee's reasonable control or anticipation.

Section 6.6 - Limitation on Liability: Except as otherwise provided by applicable Laws and Regulations, (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 in the exercise of due care in connection with the administration of the Investment Accounts, nor shall any such mistake be deemed to be a violation of the Trustee's duties under this Declaration of Trust if, promptly after the discovery of the mistake, the Trustee takes whatever action may be practicable under the circumstances to remedy the mistake.

Section 6.7 - Action by the Trustee: The Trustee may exercise its rights and powers and perform its duties hereunder through such of its officers and employees as shall be authorized to perform such functions by the Trustee's board of directors through general or specific resolutions. However, the Trustee solely shall be responsible for the performance of all rights and responsibilities conferred on it as Trustee hereunder, and, except as otherwise provided by applicable Laws and Regulations, no such officer or employee individually shall be deemed to have any fiduciary authority or responsibility with respect to the Composite Trust.

ARTICLE 7 ACCOUNTS OF TRUSTEE

Section 7.1 - Account Administration: The Trustee shall keep full books of account in which shall be recorded all transactions with relation to each Investment Account of the Composite Trust. All such accounts and records shall be open to inspection at any reasonable time by those persons having such right under the terms of Participating Trusts.

Section 7.2 - Annual Audit: The Trustee shall cause an audit to be made of each of the Investment Accounts as of the end of each Fiscal Year of the Composite Trust and as of such other dates as the Trustee shall determine in its sole discretion. The auditors shall be responsible only to the board of directors of the Trustee who by proper resolution shall formally appoint them for such audit. The reasonable compensation and expenses of the auditors for their services with respect to an Investment Account shall be charged to such Investment Account. The Trustee shall notify each Participating Trust when the annual audit has been completed and shall furnish audited financial statements upon written request.

Section 7.3 - Annual Statement of Participating Accounts: The Trustee shall provide an annual statement of each Participating Trust's interest in the Composite Trust.

Section 7.4 - Settlement of Accounts: Only those persons entitled to an annual statement of their participation in the Composite Trust may file objections thereto, which shall be in writing. Should no such written objections be filed with the Trustee within a period of sixty (60) days from the completion and distribution of the annual statement, the statement shall be considered approved, and the Trustee shall be released and discharged from all liability or accountability with respect to any transaction evidenced in such statement, to the fullest extent permitted by applicable Laws and Regulations. Except as otherwise required by this Declaration of Trust or applicable Laws and Regulations, the Trustee shall have no obligation to render an accounting to any Participating Trust or beneficiary thereof.

Section 7.5 - Judicial Accounting: Except to the extent otherwise provided by applicable Laws and Regulations, only the Trustee and the Plan Administrator of an affected Participating Trust may require the judicial settlement of the Trustee's account with respect to an Investment Account. In any such proceeding it shall be necessary to join as parties only the Trustee and the Plan Administrator(s) of the affected Participating Trust(s). Any judgment or decree which may be entered therein shall be conclusive.

Section 7.6 - Governmental Returns and Reports: The Trustee shall cause all such returns and reports with respect to the Composite Trust as may be required under the Code, ERISA, or other applicable Laws and Regulations, to be prepared and submitted on a timely basis.

ARTICLE 8 COMPENSATION AND EXPENSES OF TRUST

Section 8.1 - Trustee's Compensation: The Trustee may charge a fee for its investment management and other services provided to the Composite Trust and Investment Accounts. Such fees shall be set forth in the Declaration of Investment Account, or in a separate schedule published by the Trustee from time to time. In addition, the Trustee may charge to and receive from each Participating Trust such reasonable Trustee fees in accordance with the existing published Trustee's Fee Schedule or such other fee as may be negotiated by and between the Trustee and Participating Trust.

Section 8.2 - Fees, Expenses, and Taxes: The Trustee may charge to an Investment Account (a) the Trustee's compensation, as set forth in Section 8.1; (b) the advisory fee payable to an Advisor appointed by the Trustee pursuant to Section 10.2; and (c) expenses incurred by the Trustee in the maintenance, operation, and administration of the Composite Trust, including, without limitation, (i) subtransfer agency and accounting costs, (ii) the costs of valuing and accounting for the Units and Classes of each Investment Account, (iii) the cost of money borrowed, (iv) costs, commissions, income taxes, withholding taxes, transfer and other taxes, and expenses associated with the holding of, purchase of, sale of, and receipt of income from investments, (v) the reasonable expenses of an audit of the Investment Account and Composite Trust, (vi) reasonable attorneys' fees and litigation expenses, (vii) reimbursement for any and all taxes or assessments paid by it with respect to the Composite Trust or Investment Account or any asset or the income thereof, pursuant to any statute or regulation requiring such payment, and (viii) any other expense, claim, or charge properly payable from an Investment Account under this Declaration of Trust or applicable Laws and Regulations, including, but not limited to, any other fees, expenses, charges, and other liabilities incurred in the maintenance, operation, and administration of the Composite Trust or Investment Account. Without limiting the foregoing, each Investment Account (or Class of Units) may also be subject to charges for services provided by an Agent or Intermediary or one or more other service providers to the Composite Trust and/or the Participating Trust, which charges shall be stated in the Declaration of Investment Account or in another written agreement between the Trustee and Plan Administrator with respect to the Participating Trust. The Trustee may also charge to a particular Class any expense, claim, or charge to be specifically allocated to such Class in the Declaration of Investment Account. The Trustee shall allocate among the Investment Accounts (and Classes of Units therein) the charges and expenses described in this Section 8.2 in such manner as it shall deem equitable, and such allocation shall be conclusive and binding.

ARTICLE 9 AMENDMENT AND TERMINATION

Section 9.1 - Amendments: The Trustee may amend this Declaration of Trust or any Declaration of Investment Account at any time. Any such amendment shall take effect as of the date specified by the Trustee. However, any amendment materially changing the terms of this Composite Trust or the Declaration of Investment Account shall be effective as to a Participating Trust only upon acceptance by

the Plan Administrator. For such purpose, an amendment shall be deemed to be accepted by the Plan Administrator and shall become effective as to the applicable Participating Trust if the Trustee provides at least sixty (60) calendar days notice of such amendment unless the Plan Administrator objects in writing to the Trustee on or before five (5) calendar days before the Valuation Date on which such amendment will take effect. If the Plan Administrator objects, the Trustee may withdraw the participation of the Participating Trust on behalf of which such objection was filed on or before the Valuation Date as of which such amendment is to take effect. Any amendment adopted by the Trustee and accepted by the Plan Administrator of a Participating Trust as set forth herein shall be binding upon and shall automatically pass-through to such Participating Trust and all persons interested therein. Notwithstanding any future amendments to this Declaration of Trust or any Declaration of Investment Account, the Composite Trust is entitled to continued reliance on any prior favorable determination letter regarding its eligibility under Revenue Ruling 81-100. Regardless of the foregoing, no amendment may, either directly or indirectly, operate to deprive any Participating Trust of its beneficial interest in the Composite Trust as it is then constituted, and no amendment shall become effective which will result in or permit the disqualification of this Composite Trust or any Participating Trust under applicable Laws and Regulations; provided that, a Participating Trust is required to provide notice to the Trustee immediately upon knowledge of its disqualification or pending disqualification.

Section 9.2 - Merger or Consolidation of the Composite Trust: Subject to applicable Laws and Regulations, the Trustee may merge into or consolidate with the Composite Trust any one or more common or collective trust funds established by the Trustee; provided that (a) the surviving trust shall fully comply with all applicable requirements of the Comptroller of the Currency and all other applicable Laws and Regulations, (b) each Participating Trust shall receive an interest in the surviving or resulting collective trust fund equal in value to the interest of the Participating Trust immediately before such transaction, and (c) any such transaction that affects the rights and responsibilities of a Participating Trust, and which was not previously approved in writing by the Plan Administrator with respect to such Participating Trust, shall not be effective until sixty (60) calendar days after notice thereof has been furnished to the Plan Administrator of the Participating Trust. Expenses pertaining to any such merger or consolidation shall be borne by the Trustee and may not be charged to the Composite Trust.

Section 9.3 - Merger, Reorganization, or Termination of Investment Accounts:

- (a) The Trustee may at any time in its discretion reorganize or reestablish any of the separate Investment Accounts, or any Class of Units of any Investment Account, as a new or existing Investment Account or Class of Units of any Investment Account, or merge or consolidate any of the separate Investment Accounts or any Class of Units of a separate Investment Account into or with other Investment Accounts; provided, that (i) each Participating Trust in any separate Investment Account or Class of Units of an Investment Account so reorganized, reestablished, merged, or consolidated shall receive an interest in the survivor or successor Investment Account or Class of Units of an Investment Account equal in value to the interest of the Participating Trust immediately before such transaction, (ii) any such transaction that affects the rights and responsibilities of a Participating Trust, and which was not previously approved in writing by the Plan Administrator of a Participating Trust, shall not be effective until sixty (60) calendar days after notice thereof has been furnished to the Participating Trust,

and (iii) expenses pertaining to any such transaction shall be borne by the Trustee and may not be charged to the Investment Accounts.

- (b) The Trustee may at any time in its discretion terminate any separate Investment Account and direct its liquidation, and thereafter no further Participating Trusts shall be admitted to such separate Investment Account. Upon such termination, all assets of the separate Investment Account shall be deemed to be transferred to a Liquidation Account to be held and disposed pursuant to Article 5; provided that the Trustee in its discretion may distribute such assets in cash or in kind to the Participating Trusts interested in the separate Investment Account.
- (c) In addition to the foregoing (and notwithstanding anything to the contrary in this Declaration of Trust), the Trustee may effect a termination of any separate Investment Account through a conversion or merger into or with another common, collective, or commingled trust fund or an investment company registered under the Investment Company Act of 1940; provided that after any such conversion or merger (i) each Participating Trust shall receive Units or shares equal in value to the interest of the Participating Trust in the separate Investment Account immediately before the distribution transaction, (ii) the Trustee shall furnish a notice at least sixty (60) calendar days prior to the effective date of such conversion or merger to each Plan Administrator and any other person whose approval of investments is required under the terms of the instrument establishing such Participating Trust, which notice shall provide such Plan Administrator or other person the opportunity to object and withdraw from the separate Investment Account in advance of the conversion or merger, and (iii) expenses pertaining to any such transaction shall be borne by the Trustee and may not be charged to the separate Investment Accounts.

Section 9.4 - Termination: The Board of Directors of Hand Benefits & Trust Company may at any time in its discretion direct a termination and liquidation of this Composite Trust. The Trustee shall give sixty (60) calendar days written notice of such action to the Plan Administrator of each Participating Trust. Thereafter no additions shall be made to the Composite Trust, and each Investment Account shall be liquidated and distributed ratably among the Participating Trusts owning Units or other interests in such Investment Account. No charge shall be made by the Trustee for the termination or liquidation of the Composite Trust except as provided for in Article 8 hereof.

Section 9.5 - Resignation of the Trustee: The Trustee may resign as of the last business day of any month by giving sixty (60) calendar days prior notice to the Plan Administrator with respect to each of the Participating Trusts. In the case of the resignation of the Trustee, the Trustee's notice to Participating Trusts shall designate a person to serve as successor Trustee, and unless a Participating Trust withdraws before the effective date of the Trustee's resignation, the Participating Trust shall be deemed to have accepted the successor Trustee as trustee under this Declaration of Trust. Any successor Trustee shall have all of the powers and duties herein conferred upon the Trustee without the execution or filing of any additional instrument or the performance of any additional act. The notice period contained in this Section may be waived in whole or in part by the parties entitled to such notice.

ARTICLE 10 APPOINTMENT OF ADVISORS

Section 10.1 - Management Authority: The Trustee shall have exclusive management and investment authority with respect to the assets of the Composite Trust and each Investment Account, consistent with the expectation that the Composite Trust shall be a collective trust fund maintained by a bank pursuant to applicable Laws and Regulations. Subject to the foregoing, the Trustee may retain and consult with such investment or other advisers or other consultants, including, but not limited to, any Affiliate of the Trustee, as the Trustee, in its sole discretion, may deem advisable to assist it in carrying out its investment responsibilities.

Section 10.2 - Appointment of Advisor: The Trustee may employ or appoint, upon such terms as the Trustee may determine in its sole discretion, one or more investment advisers registered under the Investment Advisers Act of 1940, or exempt from such registration, to provide investment advice with respect to any one or more Investment Accounts (an "Advisor"). The Trustee may designate any such Advisor as an "investment manager" as defined by Section 3(38) of ERISA; provided that such designation is consistent with the expectation that the Composite Trust shall be a collective trust fund maintained by a bank under applicable Laws and Regulations. The Trustee may execute any contract or documents as the Trustee may deem to be necessary or useful, appoint such Advisor as a co-fiduciary hereunder, and pay such Advisor reasonable compensation, provided that (i) the custody, control, and management of all assets of the Composite Trust shall remain with the Trustee and (ii) except as permitted by applicable Laws and Regulations, the Trustee shall not delegate discretionary authority to such Advisor and all investment transactions shall be placed by the Trustee. Any Advisor appointed by the Trustee with respect to an Investment Account shall have the power and duty to make investment recommendations to the Trustee with respect to any one or more of the investment powers and duties enumerated in Section 6.1 above, provided that any such recommendation is in accordance with this Declaration of Trust and the applicable Declaration of Investment Account. An Advisor may, with the Trustee's consent, appoint one or more sub-advisors to which it may delegate some or all of its responsibilities, provided that expenses of the sub-advisor shall be paid out of the compensation of the Advisor, and shall not result in additional expenses charged to any Investment Account or Participating Trust.

Section 10.3 - Fees: Compensation to any Advisor providing services in connection with an Investment Account shall be paid by the Trustee as an expense from the assets of such Investment Account, so long as such advisory fee is described in the Declaration of Investment Account or in a separate fee schedule provided to each Participating Trust in such Investment Account.

ARTICLE 11 MISCELLANEOUS

Section 11.1 - Discretion of the Trustee: The discretion of the Trustee, when exercised in good faith and with reasonable care under the circumstances then prevailing, shall be final and conclusive and

binding upon all parties, including without limitation each Participating Trust and all persons interested therein.

Section 11.2 - Employment of Advisors: The Trustee may employ such accountants, attorneys, or other advisors as the Trustee deems necessary to render advice with regard to any responsibility the Trustee has concerning the operation of this Composite Trust, any provision hereof, or concerning the powers or obligations created hereunder. Any fees or expenses incurred in the employment of such advisor may be charged to the Composite Trust or any Investment Account thereof, or to any Participating Trust.

Section 11.3 - Trustee's Representation of Composite Trust: In any judicial or other proceedings, transactions, or hearings affecting this Composite Trust or any asset belonging to the Composite Trust, each Participating Trust and each and every person having or claiming to have any interest in any Participating Trust and in this Composite Trust shall be represented by the Trustee for all purposes if the Trustee is a party to such proceeding, transaction, or hearing and such Participating Trust hereby consents to such representation.

Section 11.4 - Fractions of a Cent: Any fraction of a cent per Unit of participation resulting from any computation hereunder may be disregarded or adjusted in such reasonable manner as the Trustee may determine.

Section 11.5 - Titles and Subtitles: Titles and subtitles contained herein are placed for convenience of reference only, and in case of any conflict, the text of this Composite Trust, other than the titles or subtitles, shall in each and every instance be controlling.

Section 11.6 - Texas Law Controls; Effect of Statutes and Regulations: Except to the extent governed by federal law, the terms, provisions and operation of the Composite Trust shall be construed and determined for all purposes by the laws of the State of Texas as set forth by its laws and courts of competent jurisdiction. Notwithstanding any other provisions of this Declaration of Trust, the Composite Trust shall at all times be administered in conformity with the laws of the State of Texas and other applicable Laws and Regulations, including (to the extent applicable) ERISA.

Section 11.7 - Nonassignment or Alienability: No Participating Trust shall have any right to assign, transfer, hypothecate, encumber, alienate, or commute its interest in the Composite Trust, and such interest shall not in any way be subject to any legal process, levy, or execution thereon or attachment or garnishment proceedings against the same for the payment of claims against any such Participating Trust.

Section 11.8 - Diversion of the Composite Trust: At no time prior to the satisfaction of all liabilities with respect to employees and their beneficiaries entitled to benefits under any Participating Trust shall any part of the corpus or income of this Composite Trust which equitably belongs to such Participating Trust be used for or diverted to any purposes other than for the exclusive benefit of said employees and beneficiaries.

Section 11.9 - Interpretation and Construction: In all matters regarding this Composite Trust, the decision of the Trustee shall control, and its construction, interpretation, resolution of any conflicts or

inconsistencies, and application of the provisions of this Composite Trust agreement, and also its determination as to what should be supplied in the event of omission, shall be binding and conclusive upon all parties and for all purposes.

Section 11.10 - Severability of Provisions: In the event any clause, provision, or provisions of this Declaration of Trust prove to be or are adjudged invalid or void for any reason, such void or invalid clause, provision, or provisions shall not affect any of the other provisions of this instrument, but the balance of the provisions hereof shall remain operative.

Section 11.11 - Notices: Notices given under this Declaration of Trust shall be given in writing by the Trustee to the Plan Administrator of each affected Participating Trust, or in writing by the Plan Administrator to the Trustee. Any such notice or other notice or communication required or permitted hereunder shall be deemed to have been given at the time the Trustee or Plan Administrator delivers the notice personally or mails the notice first class, postage prepaid, and registered or certified to the address of the appropriate recipient as shown on the Trustee's records. In addition, the Trustee may furnish notices to any Plan Administrator by email or other electronic means or in accordance with applicable Laws and Regulations, and any such notice shall be deemed to be given upon its transmission by the Trustee. The Trustee also may provide notice to any Intermediary for delivery to the Plan Administrator and notice to such Intermediary shall constitute notice to the Plan Administrator.

The Hand Composite Employee Benefit Trust Declaration of Trust, originally effective May 1, 1964, as amended from time to time, is hereby amended and restated effective April 1, 2011.

HAND BENEFITS & TRUST COMPANY

By: 
Stephen S. Hand, President

ATTEST:


By: 
Kathy Harvey, Vice President

EXHIBIT A

Declaration of Investment Account – HB&T Short Term Income Fund

This Exhibit establishes the HB&T Short Term Income Fund, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Account established by this Exhibit shall be the HB&T Short Term Income Fund (the "Fund").

2. The Fund. The Fund seeks to provide for its share owners as high a level of current income as is consistent with the principles of preservation of capital and maintenance of liquidity. The fund will seek to achieve such objective by investing in a diversified portfolio of capital market instruments. It is the policy of the Fund to maintain a net asset value of \$1.00 per share for purposes of purchases and redemptions. The Fund's shares are neither insured nor guaranteed by the U.S. Government.

In order to attain its investment goal, the Fund will limit its investments to securities with a weighted average life of 30 months or less, such as, but not limited to the attached list. The Fund may not invest more than 10% of its total assets in the securities of a single issuer, except U.S. Government securities and obligations of U.S. Government agencies. The 10% limit does not apply to money market funds, mutual funds, or pooled collective funds.

The portfolio may have a maximum exposure to the following asset classes: GIC – maximum 50%; Commercial Paper – maximum 100%; Treasury/Agencies – maximum 100%; Corporate – maximum 25%; Mortgage Backed – maximum 25%; Money Market Funds – maximum 50%.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. Advisor. Hand Benefits & Trust Company

4. Administration. In addition to the Trustee's compensation, the Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.

5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit Trust	Expense Ratio
HB&T Short Term Income Fund	0.40%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges.

Trust/Administrative Fees: 40bps

Audit Fee \$9,500

EXHIBIT B**Declaration of Investment Account – HB&T Intermediate Fixed Income Fund**

This Exhibit establishes the HB&T Intermediate Fixed Income Fund, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

- 1. Name; Establishment of Investment Account.** The Investment Account established by this Exhibit shall be the HB&T Intermediate Fixed Income Fund (the "Fund").
- 2. The Fund.** The Fund seeks to provide for its share owners a conservative approach to managing bonds, adding value primarily through interest rate anticipation and sector selection. The primary goal is to preserve principal, maintain liquidity, and provide high current return.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

- 3. Advisor.** Hand Benefits & Trust Company
- 4. Administration.** In addition to the Trustee's compensation, the Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
- 5. Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit Trust	Expense Ratio
HB&T Intermediate Fixed Income Fund	0.65%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges.

Trust/Administrative Fees:	15bps
Investment Advisory Fee	50bps
Audit Fee	\$4,000

EXHIBIT C**Declaration of Investment Account – HB&T Balanced Fund**

This Exhibit establishes the HB&T Balanced Fund, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

- 1. Name; Establishment of Investment Account.** The Investment Account established by this Exhibit shall be the HB&T Balanced Fund (the "Fund").
- 2. The Fund.** The Fund seeks to provide for its share owners a balanced portfolio using high quality companies with attractive, absolute and relative valuations, coupled with a conservative approach to managing bonds. The primary goal is to preserve principal, maintain liquidity, and provide high current return.

The Fund's allocation is 60 to 70% Equity and 30 to 40% Fixed Income.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

- 3. Advisor.** Brown Advisory – Equity Portfolio; Hand Benefits & Trust Company – Fixed Income Portfolio
- 4. Administration.** In addition to the Trustee's compensation, the Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
- 5. Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit Trust	Expense Ratio
HB&T Balanced Fund	0.80%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges.

Trust/Administrative Fees:	35bps
Investment Advisory Fee	45bps equity portion / 45bps fixed income portion
Audit Fee	\$4,000

EXHIBIT D**Declaration of Investment Account – HB&T Equity Value Fund**

This Exhibit establishes the HB&T Equity Value Fund, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

- 1. Name; Establishment of Investment Account.** The Investment Account established by this Exhibit shall be the HB&T Equity Value Fund (the "Fund").
- 2. The Fund.** The Fund seeks to provide for its share owners a large-cap value portfolio using 35 to 40 stocks undervalued by the market, exhibiting improving fundamentals, and are diversified across most sectors.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

- 3. Advisor.** Brown Advisory
- 4. Administration.** In addition to the Trustee's compensation, the Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
- 5. Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit Trust	Expense Ratio
HB&T Equity Value Fund	0.70%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges.

Trust/Administrative Fees:	20bps
Investment Advisory Fee	50bps
Audit Fee	\$2,500

EXHIBIT E**Declaration of Investment Account – HB&T Equity Growth Fund**

This Exhibit establishes the HB&T Equity Growth Fund, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

- 1. Name; Establishment of Investment Account.** The Investment Account established by this Exhibit shall be the HB&T Equity Growth Fund (the "Fund").
- 2. The Fund.** The Fund's small to mid cap portfolio emphasizes 70 to 90 stocks with superior future growth rates and quality metrics.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

- 3. Advisor.** 300 North Capitol
- 4. Administration.** In addition to the Trustee's compensation, the Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
- 5. Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit Trust	Expense Ratio
HB&T Equity Growth Fund	1.00%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges.

Trust/Administrative Fees:	25bps
Investment Advisory Fee	75bps
Audit Fee	\$2,500

EXHIBIT F

Declaration of Investment Account – SMART Funds®

This Exhibit establishes the SMART Funds®, which is a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Accounts established by this Exhibit shall be SMART Fund® Today, SMART Fund® 2020, SMART Fund® 2030, SMART Fund® 2040, SMART Fund® 2050 (the "Funds").

2. The Fund. *Phase I – Accumulation:* Each of the SMART Funds® begins with a well-diversified equity portfolio, the "Equity Growth Portfolio" at approximately 45 years prior to the target date. It includes domestic and foreign equities, commodities, precious metals and real estate and is designed to replicate, as far as practical, the world's investable securities, excluding bonds. A second portion of the portfolio, "The Strategic Core", shifts its allocation between and within Stocks, Bonds, Hard Assets (such as Real Estate and Commodities), and Cash based on a forward-looking assessment of asset class risk characteristics in an attempt to reduce downside volatility.

Phase II – 15 years to retirement target date: As the fund approaches 15 years to the retirement date, assets begin to shift into a safer asset pool called the "Reserve Asset," containing Treasury bills and Treasury Inflation-Protected Securities (TIPS).

Phase III – The De-accumulation or retirement income phase: In order to minimize the potential for loss and to maximize the purchasing power protection of the portfolio, 95% of the allocations beyond the target date are held in the Reserve Asset (TIPS and Treasury bills).

SMART Fund® Today: The Fund seeks to preserve the purchasing power of accumulated assets at the target date and secondly, to provide for the growth of assets.

SMART Fund® 2020: The Fund invests using an asset allocation strategy designed for investors planning to retire and leave the work force in or within a few years of 2020. The SMART Funds® 2020 primarily uses passive indexes to fill the underlying asset classes required by the allocation models. Allocations are adjusted regularly to the glide path.

SMART Fund® 2030: The Fund invests using an asset allocation strategy designed for investors planning to retire and leave the work force in or within a few years of 2030. The SMART Funds® 2030 primarily uses passive indexes to fill the underlying asset classes required by the allocation models. Allocations are adjusted regularly to the glide path.

SMART Fund® 2040: The Fund invests using an asset allocation strategy designed for investors planning to retire and leave the work force in or within a few years of 2040. The SMART Funds® 2040 primarily uses passive indexes to fill the underlying asset classes required by the allocation models.

Allocations are adjusted regularly to the glide path.

SMART Fund[®] 2050: The fund invests using an asset allocation strategy designed for investors planning to retire and leave the work force in or within a few years of 2050. The SMART Funds[®] 2050 primarily uses passive indexes to fill the underlying asset classes required by the allocation models. Allocations are adjusted regularly to the glide path.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** Blue Prairie Group and PPCA, Inc.
4. **Administration.** In addition to the Trustee's compensation, the Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees:** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit	R-INST Share Class	R1 Share Class Includes 25bps Service Fees	R2 Share Class Includes 35bps Service Fees	R3 Share Class Includes 65bps Service Fees
SMART Fund [®] 2050	0.56%	0.94%	1.12%	1.42%
SMART Fund [®] 2040	0.58%	0.96%	1.14%	1.44%
SMART Fund [®] 2030	0.57%	0.93%	1.11%	1.41%
SMART Fund [®] 2020	0.52%	0.93%	1.11%	1.41%
SMART Fund [®] Today	0.37%	0.78%	.96%	1.26%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, Managed Product Cost, and Service Fees payable to a plan service provider.

Trust/Administrative Fees:

R-INST: 11bps on first \$100,000,000
 18bps on next \$400,000,000
 19bps on next \$500,000,000
 17bps on next \$1,000,000,000
 19bps over \$2,000,000,000

Service Fees:

R-INST: 0bps

Trust/Administrative Fees:

R1: 20bps on first \$100,000,000
 22bps on next \$400,000,000
 23bps on next \$500,000,000
 22bps on next \$1,000,000,000
 24bps over \$2,000,000,000

R2: 20bps on first \$100,000,000
 34bps on next \$400,000,000
 33bps on next \$500,000,000
 31bps on next \$1,000,000,000
 33bps over \$2,000,000,000

R3: 20bps on first \$100,000,000
 29bps on next \$400,000,000
 28bps on next \$500,000,000
 26bps on next \$1,000,000,000
 28bps over \$2,000,000,000

Service Fees:

R1: 25bps to a broker

R2: 25bps to a broker/10bps to a TPA/RK

R3: 50bps to a broker/15bps to a TPA/RK

Investment Advisory Fee:

All share classes:

Target Date Solutions: 6bps on first \$500,000,000
 4bps on next \$1,500,000,000
 2bps over \$2,000,000,000

R-INST: Blue Prairie Group: 5bps on first \$500,000,000
 4bps on next \$500,000,000
 1bps over \$1,000,000,000

R1: Blue Prairie Group: 7bps on first \$500,000,000
8bps on next \$500,000,000
9bps over \$1,000,000,000

R2: Blue Prairie Group: 15bps on first \$500,000,000
18bps on next \$500,000,000
20bps over \$1,000,000,000

R3: Blue Prairie Group: 15bps on first \$500,000,000
18bps on next \$500,000,000
20bps over \$1,000,000,000

Marketing Fee – *HB&T*

Today, 2020, 2040, 2050 Funds

R1, R2, R3 5bps

Audit Fee up to \$7,000 per Fund

Managed Product Cost between 15 and 35bps

EXHIBIT G

Declaration of Investment Account – HB&T Index Funds

This Exhibit establishes the HB&T Index Funds, which is a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Accounts established by this Exhibit shall be HB&T Small Cap Blend Index Fund; HB&T Mid Cap Blend Index Fund; HB&T Large Cap Blend Index Fund; HB&T Foreign Blend Index Fund; and HB&T Large Cap 500 Index Fund (the "Funds").

2. The Fund.

HB&T Small Cap Blend Index Fund: The Fund is invested in a pooled collective fund managed by Blackrock Institutional Trust Company, N.A. and is structured to produce returns that are consistent with the Russell 2000 Index. The Index Fund attempts to duplicate the investment performance of the Russell 2000 by owning all of the 2000 common stocks appropriately weighted and represented by the Russell 2000 Index.

HB&T Mid Cap Blend Index Fund: The Fund is invested in a pooled collective fund managed by Blackrock Institutional Trust Company, N.A. and is structured to produce returns that are consistent with the S&P Midcap 400 Index. The Index Fund attempts to duplicate the investment performance of the S&P Midcap 400 by owning all of the 400 common stocks appropriately weighted and represented by the S&P Midcap 400 Index.

HB&T Large Cap Blend Index Fund: The Fund is invested in a pooled collective fund managed by Blackrock Institutional Trust Company, N.A. and is structured to produce returns that are consistent with the Russell 1000 Index. The Index Fund attempts to duplicate the investment performance of the Russell 1000 by owning all of the 1000 common stocks appropriately weighted and represented by the Russell 1000 Index.

HB&T Foreign Blend Index Fund: The Fund is invested in a pooled collective fund managed by Blackrock Institutional Trust Company, N.A. and is structured to produce returns that are consistent with the MSCI EAFE Index. The Index Fund attempts to duplicate the investment performance of the MSCI EAFE Index by owning 85% of the publicly traded foreign stocks appropriately weighted and represented by the MSCI EAFE Index.

HB&T Large Cap 500 Index Fund: The Fund is invested in a pooled collective fund managed by Blackrock Institutional Trust Company, N.A. and is structured to produce returns that are consistent with the S&P 500 Index. The Index Fund attempts to duplicate the investment performance of the S&P 500 by owning all of the 500 common stocks appropriately weighted and represented by the S&P 500 Index.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** Hand Benefits & Trust Company
4. **Administration.** In addition to the Trustee's compensation, the Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit Trust	R1 Share Class Includes 10bps Service Fees	R2 Share Class Includes 25bps Service Fees	R3 Share Class Includes 50bps Service Fees
HB&T Large Cap Blend Index Fund	0.35%	0.65%	1.05%
HB&T Small Cap Blend Index Fund	0.42%	0.72%	1.12%
HB&T Mid Cap Blend Index Fund	0.37%	0.67%	1.07%
HB&T Foreign Blend Index Fund	0.40%	0.70%	1.10%
HB&T Large Cap 500 Index Fund	0.35%	0.65%	1.05%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, Managed Product Cost, and Service Fees payable to a plan service provider.

Trust/Administrative Fees:	R1 – 10bps
	R2 – 17.5bps
	R3 – 25bps
Investment Advisory Fee:	R1 – 10bps
	R2 – 17.5bps
	R3 – 25bps
Service Fee:	R1 – 10bps to a broker
	R2 – 25bps to broker
	R3 – 40bps to broker and 10bps to a TPA/Recordkeeper
Audit Fee:	up to \$3,500 per Fund
Managed Product Cost:	between 5 and 10bps

EXHIBIT H

Declaration of Investment Account – First Trust Funds

This Exhibit establishes the First Trust Funds, which are a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Accounts established by this Exhibit shall be the First Trust All Equity Allocation Portfolio and the First Trust Counter Inflation Portfolio (together, the "Funds").

2. The Fund.

First Trust All Equity Allocation Portfolio: The Fund seeks to provide above-average total return by adhering to five specialized investment strategies. It invests in a portfolio of stocks which are selected by applying pre-determined screens and factors and is automatically rebalanced annually. In addition to this annual rebalancing of the individual component strategies back to their original weighting, new stocks are also selected by reapplying the underlying strategies.

On the inception date of the Fund (the "Inception Date"), the assets in the Fund will generally be invested as follows: Approximately 20% of the Fund's assets in the common stocks which comprise the NYSE[®] International Target 25 Strategy; Approximately 20% of the Fund's assets in the common stocks which comprise the S&P Target SMid 60 Strategy; Approximately 20% of the Fund's assets in the common stocks which comprise the Target Diversified Dividend Strategy; Approximately 20% of the Fund's assets in the common stocks which comprise the Target Growth Strategy; and Approximately 20% of the Fund's assets in the common stocks which comprise the Value Line[®] Diversified Target 40 Strategy.

First Trust Counter Inflation Portfolio: The Counter Inflation Portfolio seeks to provide an above-average total return and pursues a long-term investment strategy by investing in exchange-traded funds and other equity securities which typically react favorably in an inflationary environment. However, there can be no assurance that the Fund will achieve its objective or provide a positive return during an inflationary period.

Under normal market conditions, the Fund pursues a long-term investment strategy by investing approximately 40-60% of its assets in exchange-traded funds ("ETFs") which are designed to track gold, silver or other precious metals, companies associated with such precious metals or government bonds and approximately 40-60% of its assets in common stocks of energy, materials and metals and mining companies. In certain circumstances, including the initial invest-up period of the Fund and at times when the Fund must invest inflows of cash, the Advisor may find it beneficial to the Fund to invest in ETFs that provide exposure to the non-ETF asset classes described above, in lieu of investing directly in individual equity securities within such asset classes. If the Fund uses ETFs in this way, there is no guarantee that it will be able to match the performance of its investment strategy. The Fund may be reconstituted and rebalanced quarterly.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** First Trust Advisors
4. **Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Account Under Composite Employee Benefit Trust	R1 Share Class	R2 Share Class Includes 50 bps total Service Fee ¹	R3 Share Class Includes 75 bps total Service Fee ²
First Trust All Equity Allocation Portfolio	0.69%	1.19%	1.44%
First Trust Counter Inflation Portfolio	0.84%	1.34%	1.59%

Maximum expense ratio includes Trust, Administrative, Audit, Transfer Agency, Investment Advisory charges, Managed Product Cost within the Portfolio, and Service Fees payable to a plan service provider.

First Trust All Equity Allocation Portfolio

Trust/Administrative Fees:	10bps
Investment Advisory Fee	55.3bps
Service Fee	R1 – 0bps
	R2 – Paid out to two Service Providers – 25bps to broker and 25bps to a TPA/Recordkeeper
	R3 – Paid out to two Service Providers – 50bps to broker and 25bps to a TPA/Recordkeeper
Audit Fee	3.7bps

First Trust Counter Inflation Portfolio

Trust/Administrative Fees:	17bps on first \$75,000,000
	12bps on next \$175,000,000
	8bps over \$250,000,000
Investment Advisory Fee	50bps
Service Fee	R1 – 0bps

R2 – Paid out to two Service Providers – 25bps to broker and 25bps to a TPA/Recordkeeper

R3 – Paid out to two Service Providers – 50bps to broker and 25bps to a TPA/Recordkeeper

Audit Fee 3.7bps

Managed Product Cost 13bps

EXHIBIT I

Declaration of Investment Account – First Trust Target Date Funds

This Exhibit establishes the First Trust Funds, which are a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Accounts established by this Exhibit shall be the First Trust Target Date Fund 2010, First Trust Target Date Fund 2020, First Trust Target Date Fund 2030, First Trust Target Date Fund 2040 (together, the "Funds").

2. The Fund.

First Trust Target Date Funds: The Funds invests assets according to the year the investor plans to retire and seeks above-average total return through an optimized portfolio diversification across multiple assets classes. The Funds are designed to take investors through many market environments while anticipating a retiree's need to live off his/her savings and help maintain purchasing power after retirement.

First Trust Target Date Fund 2010: The Fund is designed for an investor looking to retire in 2010 or shortly thereafter. Since the window to retirement is short, this fund has a larger exposure to fixed-income than to equities.

First Trust Target Date Fund 2020, 2030, and 2040: The Fund is designed for an investor looking to retire in 2020, 2030, 2040, respectively. Since the investor has the luxury of time, this portfolio will initially have more exposure to equities, potentially creating higher returns (but with more risk). As the investor gets closer to retirement, this fund will lessen its exposure to equities and ramp up fixed-income exposure. Return potential will decrease, but so will risk.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. Advisor. First Trust Advisors

4. Administration. In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.

5. Fees. The following fees are accrued daily and paid by the Investment Account:

Investment Account Under Composite Employee Benefit Trust	R1 Share Class	R2 Share Class Includes 50 bps total Service Fee ¹	R3 Share Class Includes 75 bps total Service Fee ²
First Trust Target Date Fund 2010	0.87%	1.37%	1.62%
First Trust Target Date Fund 2020	0.86%	1.36%	1.61%
First Trust Target Date Fund 2040	0.84%	1.34%	1.59%
First Trust Target Date Fund 2030	0.85%	1.35%	1.60%

Maximum expense ratio includes Trust, Administrative, Audit, Transfer Agency, Investment Advisory charges, Managed Product Cost within the Portfolio, and Service Fees payable to a plan service provider.

First Trust Target Date Funds

Trust/Administrative Fees:	17bps on first \$75,000,000 12bps on next \$175,000,000 8bps over \$250,000,000
Investment Advisory Fee	50bps
Service Fee	R1 – 0bps R2 – Paid out to two Service Providers – 25bps to broker and 25bps to a TPA/Recordkeeper R3 – Paid out to two Service Providers – 50bps to broker and 25bps to a TPA/Recordkeeper
Audit Fee	3.7bps
Managed Product Cost	between 13 and 16 bps

EXHIBIT J**Declaration of Investment Account – Strategic Equity Blend Portfolio**

This Exhibit establishes the Strategic Equity Blend Portfolio, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Accounts established by this Exhibit shall be the Strategic Equity Blend Portfolio (the "Fund").

2. The Fund. The Fund seeks long term growth of capital by combining stocks from three distinct investment disciplines to create a unique portfolio. The managers will select a combination of growth, value and momentum stocks. Holding three styles in one portfolio should help reduce the overall volatility of returns without sacrificing long term objectives.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. Advisor. Moran Asset Management

4. Administration. In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.

5. Fees. The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit	R1 Share Class	R2 Share Class Includes 35bps Service Fees	R3 Share Class Includes 60bps Service Fees
Strategic Equity Blend Portfolio	0.85%	1.20%	1.45%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, and Service Fees payable to a plan service provider.

Trust/Administrative Fees: 25bps

Investment Advisory Fee 60bps

Service Fee R1 – 0bps

R2 – 25bps to broker and 10bps to a TPA/Recordkeeper

R3 – 50bps to broker and 10bps to a TPA/Recordkeeper

Audit Fee \$7,000

EXHIBIT K

Declaration of Investment Account – Advice Portfolio Funds

This Exhibit establishes the Advice Portfolio Funds, which is a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Accounts established by this Exhibit shall be the Advice Portfolios – High Growth Fund; Advice Portfolios – Growth Fund; Advice Portfolios – Moderate Growth Fund; Advice Portfolios – Moderate Fund; Advice Portfolios – Moderate Conservative Fund; and Tactical Core Stable Value Fund (together, the "Funds").

2. The Funds.

Advice Portfolios – High Growth Fund: The Fund seeks to provide total returns for investors that pursue maximum growth or have a time horizon of 20 plus years until retirement.

The portfolio has minimum and maximum exposure to the following asset classes: Equity ETFs (domestic, international, REIT) of 65 to 95%; Fixed Income ETFs (domestic and international) of 0 to 20%; Alternative ETFs and Mutual Funds (commodities, currencies, market neutral, long-short) of 0 to 30%; and Short Term of 5 to 35%.

Advice Portfolios – Growth Fund: The Fund seeks to provide total returns for investors that pursue growth or have a time horizon of 16 to 20 years until retirement.

The portfolio has minimum and maximum exposure to the following asset classes: Equity ETFs (domestic, international, REIT) of 55 to 85%; Fixed Income ETFs (domestic and international) of 0 to 20%; Alternative ETFs and Mutual Funds (commodities, currencies, market neutral, long-short) of 0 to 35%; and Short Term of 5 to 35%.

Advice Portfolios – Moderate Growth Fund: The Fund seeks to provide total returns for investors that pursue moderate growth or have a time horizon of 11 to 15 years until retirement.

The portfolio has minimum and maximum exposure to the following asset classes: Equity ETFs (domestic, international, REIT) of 45 to 75%; Fixed Income ETFs (domestic and international) of 20 to 40%; Alternative ETFs and Mutual Funds (commodities, currencies, market neutral, long-short) of 0 to 35%; and Short Term of 5 to 35%.

Advice Portfolios – Moderate Fund: The Fund seeks to provide total returns for investors that pursue a balanced portfolio or have a time horizon of 5 to 10 years until retirement.

The portfolio has minimum and maximum exposure to the following asset classes: Equity ETFs (domestic, international, REIT) of 30 to 50%; Fixed Income ETFs (domestic and international) of 30 to

55%; Alternative ETFs and Mutual Funds (commodities, currencies, market neutral, long-short) of 0 to 35%; and Short Term of 5 to 35%.

Advice Portfolios – Moderate Conservative Fund: The Fund seeks to provide total returns for investors that pursue lower volatility or have a time horizon of 1 to 4 years until retirement.

The portfolio has minimum and maximum exposure to the following asset classes: Equity ETFs (domestic, international, REIT) of 0 to 35%; Fixed Income ETFs (domestic and international) of 0 to 100%; Alternative ETFs and Mutual Funds (commodities, currencies, market neutral, long-short) of 0 to 35%; and Short Term of 5 to 35%.

Tactical Core Stable Value Fund: The Fund's objective is to preserve capital and provide stability of principal while earning current income that exceeds money market rates over the long term. The fund announces its contract rate in advance of each quarter.

The fund will invest in a separate account managed by MetLife comprised of fixed income securities such as US Governmental Agencies & Treasuries, mortgages, asset backed securities, corporate debt and cash equivalents. The fund seeks investment results that replicate the total performance, after fees and expenses, of the Barclays Capital U.S. Aggregate Bond Index.

Full liquidation of a Participating Trust's holdings will result in the greater of the book value or the market value of the account.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** Pension Portfolio Management, LLC
4. **Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit Trust	R Share Class	R2 Share Class Includes 35bps Service Fees	R3 Share Class Includes 20bps Service Fees
Advice Portfolios – High Growth Fund	1.18%	1.53%	1.83%
Advice Portfolios – Growth Fund	1.21%	1.56%	1.86%
Advice Portfolios – Moderate Fund	1.29%	1.64%	1.94%
Advice Portfolios – Moderate Growth Fund	1.27%	1.62%	1.92%
Advice Portfolios – Moderate Conservative Fund	1.34%	1.69%	1.99%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, Managed Product Cost within the portfolio, and Service Fees payable to a plan service provider.

Trust/Administrative Fees:	17bps on first \$75,000,000
	12bps on next \$175,000,000
	8bps over \$250,000,000
Investment Advisory Fee:	R, R2 – 73bps
	R3 – 115bps
Managed Product Cost:	between 31 and 44bps
Service Fee:	R – 0bps
	R2 – 35bps to a TPA/Recordkeeper
	R3 – 20bps to a TPA/Recordkeeper

Tactical Core Stable Value Fund:

	R share class	R2 share class
Total Expense Ratio	1.25%	1.60%
MetLife Contract Charge ¹	0.35%	0.35%
Trust and Administration Fees ²	0.17%	0.17%
Investment Advisory Fees	0.73%	0.73%
Service Fee ³	0.00%	0.35%

- ¹ Actual MetLife contract charge will vary based on a fee schedule applied to total guaranteed value under the contract, and is applied to the contract balance rather than the collective investment fund balance.
- ² Hand Benefits & Trust Company fee is a flat basis point charge applied to the contract balance. The fee covers trustee services, administrative services, audit, transfer agent services, and document preparation.
- ³ Service Fee is paid to a TPA/Recordkeeper for the Participating Plan.

EXHIBIT L**Declaration of Investment Account – HB&T MetLife Stable Value Fund #29551**

This Exhibit establishes the HB&T MetLife Stable Value Fund #29551, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

- 1. Name; Establishment of Investment Account.** The Investment Account established by this Exhibit shall be the HB&T MetLife Stable Value Fund #29551 (the "Fund").
- 2. The Fund.** The Fund's objective is to preserve capital and provide stability of principal while earning current income that exceeds money market rates over the long term. The fund announces its contract rate in advance of each quarter.

The fund will invest in a separate account managed by MetLife comprised of fixed income securities such as US Governmental Agencies & Treasuries, mortgages, asset backed securities, corporate debt and cash equivalents. The fund seeks investment results that replicate the total performance, after fees and expenses, of the Barclays Capital U.S. Aggregate Bond Index.

Full liquidation of a Participating Trust's holdings will result in the greater of the book value or the market value of the account.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

- 3. Advisor.** Hand Benefits & Trust Company
- 4. Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
- 5. Fees.** The following fees are accrued daily and paid by the Investment Account:

	R share class	R2 share class
Total Expense Ratio	0.60%	.095%
MetLife Contract Charge ₁	0.35%	0.35%
Trust and Administration Fees ₂	0.25%	0.25%
Service Fee ₃	0.00%	0.35%

- ¹ Actual MetLife contract charge will vary based on a fee schedule applied to total guaranteed value under the contract, and is applied to the contract balance rather than the collective investment fund balance.
- ² Hand Benefits & Trust Company fee is a flat basis point charge applied to the contract balance. The fee covers trustee services, administrative services, audit, transfer agent services, and document preparation.
- ³ Service Fee is paid to a TPA/Recordkeeper for the Participating Plan.

EXHIBIT M**Declaration of Investment Account – Davis New York Venture Institutional Trust Fund**

This Exhibit establishes the Davis New York Venture Institutional Trust Fund, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Account established by this Exhibit shall be the Davis New York Venture Institutional Trust Fund (the "Fund").

2. The Fund. The objective of the Fund is to produce long term investment results superior to the S&P 500 Index by investing primarily in a diversified portfolio of individual stocks with an emphasis on stocks of large capitalization companies.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. Advisor. Davis Selected Advisers, LP

4. Administration. In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.

5. Fees. The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Hand Composite Employee Benefit Trust	R1 Share Class	R2 Share Class
Davis New York Venture Institutional Trust Fund	Maximum Expense Ratio 0.41%	Maximum Expense Ratio 0.53%

Maximum expense ratio includes Trust, Administrative, Audit, Transfer Agency and Investment Advisory charges.

Trust/Administrative Fees:	R1 & R2	8bps
Investment Advisory Fee:	R1	30bps
	R2	42bps
Custody Fee:	R1 & R2	3bps

EXHIBIT N

Declaration of Investment Account – MIZĀN All Equity Moderate Allocation Fund

This Exhibit establishes the MIZĀN All Equity Moderate Allocation Fund, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Account established by this Exhibit shall be the MIZĀN All Equity Moderate Allocation Fund (the "Fund").

2. The Fund. The Fund seeks long term capital appreciation, consistent with Islamic investment principles. To achieve its objective, the Fund invests in a portfolio of U.S. stocks in the Russell 3000 Index.

The overall portfolio consists of seven sub-portfolios in different equity styles. Each sub-portfolio is chosen using objective quantitative selection rules, consistent with Islamic investment principles. Islamic investment principles forbid the investment in companies that do not comply with Shariah Law. Examples are companies that are involved in gaming, pornography, and alcohol, as well as companies that are significantly involved in paying or receiving interest, including banks. The Advisor applies best practice financial ratios to screen out companies that are not allowed under Shariah Law.

The Strategy uses a core group of seven sub-portfolios weighted 70%/30% between large cap/small cap to achieve diversification across both market size and equity style. We use a moderate allocation across equity styles.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. Advisor. Lightstone Capital Advisers

4. Administration. In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.

5. Fees. The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit Trust	R1 Share Class	R2 Share Class Includes 35bps Service Fees ¹	R3 Share Class Includes 65bps Service Fees ²
MIZĀN All Equity Moderate Allocation Fund	0.90%	1.25%	1.55%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, and Service Fees payable to a plan service provider as directed on Schedule C of this agreement.

Trust/Administrative Fees:	20bps on first \$30,000,000
	15bps on next \$70,000,000
	10bps over \$100,000,000
Investment Advisory Fee	25bps
Custody Fee	25bps
Program/Marketing Fee	20bps
Service Fee	R1 – 0bps
	R2 – Paid out to two Service Providers – 25bps to broker and 10bps to a TPA/Recordkeeper
	R3 – Paid out to two Service Providers – 50bps to broker and 15bps to a TPA/Recordkeeper

EXHIBIT O

Declaration of Investment Account – Ryan Labs Funds

This Exhibit establishes the Ryan Labs Funds, which is a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Account established by this Exhibit shall be the Ryan Labs Absolute Return Fixed Income Fund; Ryan Labs Core Fixed Income Fund; Ryan Labs Intermediate Duration Fixed Income Fund; and Ryan Labs Long Duration Fixed Income Fund (together, the "Funds").

2. The Funds.

Ryan Labs Absolute Return Fixed Income Fund: The overall investment objective is to seek total return versus the LIBOR while neutralizing interest rate risk. We attempt to accomplish these investment objectives by investing in US Dollar denominated fixed income securities. The long-term objective of the account is to outperform the LIBOR. The primary strategies utilized for value add are sector rotation, issue selection, and yield curve positioning.

Ryan Labs Core Fixed Income Fund: The overall investment objective is to seek total return versus the Barclays Aggregate Index while neutralizing interest rate risk. We attempt to accomplish these investment objectives by investing in US Dollar de-nominated fixed income securities. The long-term objective of the account is to outperform the Barclays Aggregate Index when measured over 3 to 5 year periods. The sensitivity to interest rate changes is intended to track the market for domestic fixed income securities. The modified duration of the account's investment portfolio at the end of each calendar month during a fiscal year will typically approximate the benchmark. The primary strategies utilized for value add are sector rotation, issue selection, and yield curve positioning.

Ryan Labs Intermediate Duration Fixed Income Fund: The overall investment objective is to seek total return versus the Bar-clays Gov/Credit Intermediate Index while neutralizing interest rate risk. We attempt to accomplish these investment objectives by investing in US Dollar denominated fixed income securities. The long-term objective of the account is to outperform the Bar-clays Gov/Credit Intermediate Index when measured over 3 to 5 year periods. The sensitivity to interest rate changes is intended to track the market for domestic fixed income securities. The modified duration of the account's investment portfolio at the end of each calendar month during a fiscal year will typically approximate the benchmark. The primary strategies utilized for value add are sector rotation, issue selection, and yield curve positioning.

Ryan Labs Long Duration Fixed Income Fund: overall investment objective is to seek total return versus the Barclays Gov/Credit Long Index while neutralizing interest rate risk. We attempt to accomplish these investment objectives by investing in US Dollar denominated,

investment grade fixed income securities. The long-term objective of the account is to outperform the Barclays Gov/Credit Long Index when measured over 3 to 5 year periods. The sensitivity to interest rate changes is intended to track the market for domestic, intermediate investment grade fixed income securities. The modified duration of the account's investment portfolio at the end of each calendar month during a fiscal year will typically approximate the benchmark. The primary strategies utilized for value add are sector rotation, issue selection, and yield curve positioning.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** Ryan Labs Asset Management
4. **Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Hand Composite Employee Benefit Trust	R1 Share Class	R2 Share Class Includes 15bps Service Fees	R3 Share Class Includes 30bps Service Fees
Ryan Labs Absolute Return Fund	0.76%	0.91%	1.06%
Ryan Labs Core Fixed Income Fund	0.46%	0.59%	0.74%
Ryan Labs Intermediate Duration Fixed Income Fund	0.46%	0.59%	0.74%
Ryan Labs Long Duration Fixed Income Fund	0.46%	0.59%	0.74%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Audit, Investment Advisory charges, and Service Fees payable to a plan service provider.

Trust/Administrative Fees: 13bps on first \$250,000,000

Paid to Trustee 10bps on next \$250,000,000

8bps over \$500,000,000

Investment Advisory Fee - Core Fixed Income; Intermediate Duration Fixed Income; Long Duration Fixed Income

Paid to Ryan Labs R1 – 30bps

R2 & R3 – 28bps

Investment Advisory Fee – Absolute Return

Paid to Ryan Labs 60bps

Custodial Fee 3bps

Service Fee – all funds R1 – 0bps

R2 – 15bps Paid out to one Service Providers – TPA/Recordkeeper

R3 – 30bps Paid out to two Service Providers – 10bps to broker and
20bps to a TPA/Recordkeeper

EXHIBIT P

Declaration of Investment Account – TL Focus Funds

This Exhibit establishes the TL Focus Funds, which are a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

- 1. Name; Establishment of Investment Account.** The Investment Accounts established by this Exhibit shall be the TL Focus Capital Preservation Fund, TL Focus Conservative Fund, TL Focus Balanced Fund, TL Focus Growth Fund, and TL Focus Aggressive Growth Fund (together, the "Funds").
- 2. The Fund.** Each of the five Funds is designed to optimally perform on a risk-adjusted basis over a long term time period. The composition of each of the Funds consists of a mix of fixed income and equity investments that is based upon the designated investment objectives of the individual Fund. The individual objectives of each Fund are as follows:

Capital Preservation

The Capital Preservation Fund seeks a high level of current income while focusing on the maintenance of principal. The Fund is allocated to fixed income and equity investments that exhibit a lower level of risk in order to achieve preservation of capital. It is suitable for investors with risk-averse investment objectives.

Conservative

The Conservative Fund seeks current income as well as capital appreciation with reduced risk over the long term. The Fund is allocated to fixed income and equity investments that exhibit a below average level of risk. It is suitable for investors with below average risk investment objectives.

Balanced

The Balanced Fund seeks equilibrium between current income and capital appreciation. The Fund is allocated to fixed income and equity investments that exhibit a moderate level of risk to achieve growth of capital. It is suitable for investors with moderate risk investment objectives.

Growth

The Growth Fund seeks an above average total return by achieving growth of capital. The Fund is allocated to fixed income and equity investments that exhibit an above average level of risk in order to achieve a higher level of capital appreciation. It is suitable for long term investors with moderately aggressive risk investment objectives.

Aggressive Growth

The Aggressive Growth Fund seeks to maximize total return by achieving growth of capital. The Fund is allocated to fixed income and equity investments that exhibit a higher level of risk and are more volatile in nature. It is suitable for long term investors with aggressive risk investment objectives.

No securities lending is permitted with respect to the assets of the Funds.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** Penniall & Associates
4. **Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Composite Employee Benefit Trust	R1 Share Class	R2 Share Class Includes 55bps Service Fees	R3 Share Class Includes 90bps Service Fees
TL Focus Capital Preservation Fund	0.95%	1.50%	1.85%
TL Focus Conservative Fund	0.97%	1.52%	1.87%
TL Focus Balanced Fund	0.99%	1.54%	1.89%
TL Focus Growth Fund	1.02%	1.57%	1.92%
TL Focus Aggressive Growth Fund	1.02%	1.57%	1.92%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, Managed Product Cost within the portfolio, and Service Fees payable to a plan service provider as directed on Schedule C of this agreement.

Trust/Administrative Fees:	17bps on first \$75,000,000 12bps on next \$175,000,000 8bps over \$250,000,000
Investment Advisory Fee	0bps – n/a
Service Fee	R2 – 55bps to a TPA/Recordkeeper R3 – 90bps to a TPA/Recordkeeper
Audit Fee	\$7,000 per Fund
Managed Product Cost	between 77 and 85bps

EXHIBIT Q**Declaration of Investment Account – Ranger Small Cap Growth Fund**

This Exhibit establishes the Ranger Small Cap Growth Fund, which is an Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

- 1. Name; Establishment of Investment Account.** The Investment Account established by this Exhibit shall be the Ranger Small Cap Growth Fund (the "Fund").
- 2. The Fund.** The Fund's investment strategy utilizes a consistent and disciplined approach to security selection and risk management. The investment team searches for quality growth companies by implementing a bottom-up, fundamental research driven security selection process. The Advisor's investment approach seeks to identify US-based, small capitalization companies that are characterized by accelerating revenue and earnings growth, high recurring revenues, strong balance sheets and free cash flow generation. In addition to its extensive quantitative analysis, the investment team also gives careful consideration to qualitative analysis which includes a judgment of the management team, a company's accounting practices, corporate governance as well as any competitive advantage a firm may possess. These analyses help the team to determine whether a company is undervalued and If so, if there is sufficient upside to the stock price to warrant an investment.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

- 3. Advisor.** Ranger Investment Management, LP
- 4. Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
- 5. Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Hand Composite Employee Benefit Trust	R1 Share Class
Ranger Small Cap Growth Fund	Maximum of 1.15%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, and Service Fees payable to a plan service provider as directed on Schedule C of this agreement.

Trust/Administrative Fees:	12bps on first \$100,000,000 8bps on next \$400,000,000 6bps over \$500,000,000
Investment Advisory Fee	maximum of 100bps
Audit Fee	\$7,000 per year

EXHIBIT R**Declaration of Investment Account – Trademark Capital Target Retirement Funds**

This Exhibit establishes the Trademark Capital Target Retirement Funds, which is a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Account established by this Exhibit shall be the Trademark Capital Target Retirement 2010; Trademark Capital Target Retirement 2020; Trademark Capital Target Retirement 2030; Trademark Capital Target Retirement 2040; and Trademark Capital Target Retirement 2050 (together, the "Funds").

2. The Fund. The Trademark Capital Target Retirement Funds are designed for investors planning to retire during or near the year indicated by the name of the Fund. The names of the Funds are as follows:

- Trademark Capital Target Retirement 2010 Fund
- Trademark Capital Target Retirement 2020 Fund
- Trademark Capital Target Retirement 2030 Fund
- Trademark Capital Target Retirement 2040 Fund
- Trademark Capital Target Retirement 2050 Fund

The CIFs are managed based on the specific retirement year (target date) included in their respective names and assumes a retirement age of 65. The target date refers to the approximate year an investor using the CIF would plan to retire and is likely to stop making new deposits in the fund. The funds are designed for investors who anticipate retiring at or around the target date and who plan to gradually withdraw the value of their account "through" their retirement.

Each CIF allocates fund assets between stocks and bonds. It adjusts according to a glide path to become more conservative as the target retirement date draws closer and as the investor moves further into retirement.

The Funds reach their most conservative allocation at age 85:

<i>Age</i>	<i>65</i>	<i>85</i>
U.S. Equity	41%	12%
Non-U.S. Equity	14%	3%
U.S Fixed Income	37%	46%
Non-U.S. Fixed Income	8%	0%
Cash	0%	39%

Additionally, each CIF incorporates the Trademark Flexguard Overlay (TFO), allocating a percentage of each Fund to drawdown protection.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** Trademark Capital
4. **Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Hand Composite Employee Benefit Trust & managed by Trademark Capital Management	R Share Class**	R1 Share Class Includes 10bps Service Fee	R2 Share Class Includes 35bps Service Fees	R3 Share Class Includes 60bps Service Fees	R4 Share Class*** Includes 44bps Service Fee
Trademark Capital Target Retirement 2010	0.69%	1.04%	1.29%	1.54%	1.13%
Trademark Capital Target Retirement 2020	0.72%	1.07%	1.32%	1.57%	1.16%
Trademark Capital Target Retirement 2030	0.72%	1.07%	1.32%	1.57%	1.16%
Trademark Capital Target Retirement 2040	0.71%	1.06%	1.31%	1.56%	1.15%
Trademark Capital Target Retirement 2050	0.68%	1.03%	1.28%	1.53%	1.12%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, Managed Product Cost within the portfolio, and Service Fees payable to a plan service provider.

Trust/Administrative Fees:	20bps on first \$30,000,000 15bps on next \$70,000,000 10bps over \$100,000,000
Investment Advisory Fee	R, R4 – 35bps R1, R2, R3 – 60bps
Managed Product Cost	between 13 and 17bps
Service Fee	R – 0bps R1 – Paid out to one Service Provider – 10bps to a TPA/Recordkeeper R2 – Paid out to two Service Providers – 25bps to broker and 10bps to a TPA/Recordkeeper R3 – Paid out to two Service Providers – 50bps to broker and 10bps to a TPA/Recordkeeper R4 – Paid out to TPA/Recordkeeper

****R share class is available only to retirement plans with \$100,000,000 or more in plan assets.**

***** R4 share class is available only to Principal and Great West client plans.**

EXHIBIT S

Declaration of Investment Account – FACETS Funds

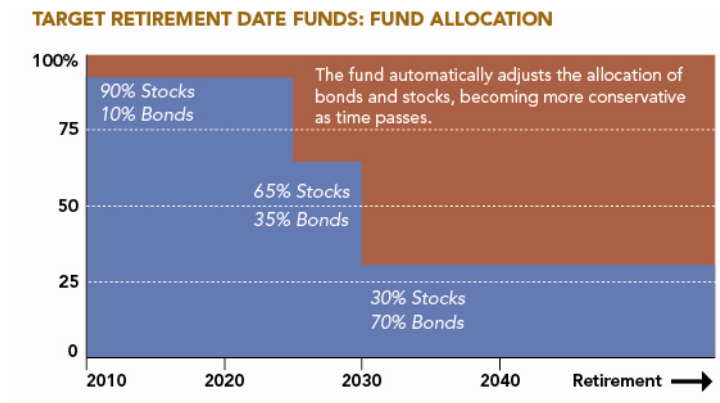
This Exhibit establishes the FACETS Funds, which is a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Account established by this Exhibit shall be the FACETS Target Retirement 2015, 2025, and 2035 Funds and the FACETS Lifestyle Aggressive, Moderate, and Conservative Funds (together, the "Funds").

2. The Funds.

FACETS Target Retirement 2015, 2025, and 2035 Funds: The maturity dates of FACETS Target Date Funds are set at 2015, 2025, and 2035. As a participant nears retirement, the asset allocation formula becomes increasingly more conservative. And with strategic reallocation and review of ETFs held within the Funds, participants who may not be candidates for self-management of their own portfolios have access to established, easy-to-understand investment options.

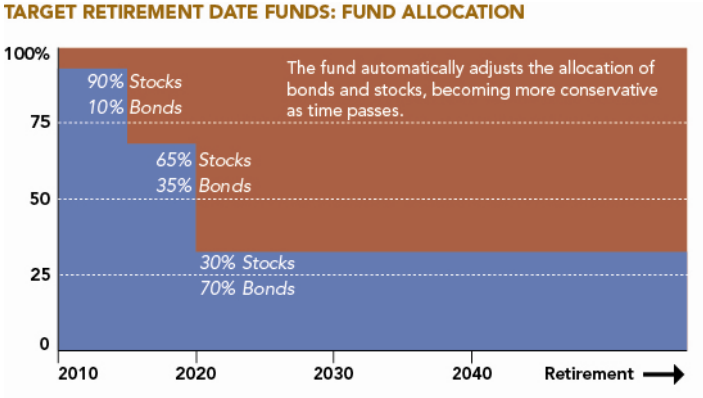
2035 Fund = Aggressive > Moderate (2025) > Conservative (2030) Glide Path



FACETS Target Retirement 2035 Fund

Most conservative point: January 2030, through retirement

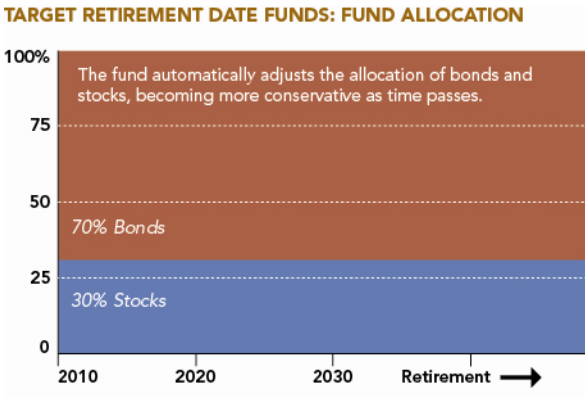
2025 Fund = Aggressive > Moderate (2015) > Conservative (2020) Glide Path



FACETS Target Retirement 2025 Fund

Most conservative point January 2020, through retirement

2015 Fund = Conservative Glide Path



FACETS Target Retirement 2015 Fund

Most conservative point January 2010, through retirement

FACETS Lifestyle Aggressive Fund: This fund follows an opportunistic investment strategy. The objective of this fund is to seek to aggressively exploit global capital market investment opportunities. This fund may be appropriate for individuals with a time horizon of greater than five years, substantial tolerance for risk, and an ability to withstand a permanent loss of capital.

FACETS Lifestyle Moderate Fund: This fund follows a moderate investment strategy. The objective of this fund is to seek to provide an attractive rate of return with less volatility or risk than that experienced by stock-only investors. This fund may be appropriate for individuals with a time horizon of greater than five years and a moderate tolerance for risk.

FACETS Lifestyle Conservative Fund: This fund follows a conservative investment strategy. The primary objective of this fund is to seek to preserve capital and earn a modest rate of return in all economic environments. This fund may be appropriate for individuals with a low tolerance for risk.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** Fiduciary Consulting Group
4. **Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Hand Composite Employee Benefit Trust	R6 Share Class	R5 Share Class Includes 20bps Service Fees	R4 Share Class Includes 45bps Service Fees
FACETS Lifestyle Aggressive Fund	1.02%	1.22%	1.47%
FACETS Lifestyle Moderate Fund	1.00%	1.20%	1.45%
FACETS Lifestyle Conservative Fund	1.01%	1.21%	1.46%
FACETS Target Retirement 2015 Fund	1.01%	1.21%	1.46%
FACETS Target Retirement 2025 Fund	1.02%	1.22%	1.47%
FACETS Target Retirement 2035 Fund	1.02%	1.22%	1.47%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, Managed Product Cost within the portfolio, and Service Fees payable to a plan service provider.

Trust/Administrative Fees: 15bps on first \$60,000,000

10bps over \$60,000,000

Investment Advisory Fee 60bps

Managed Product Cost: between 25 and 27bps

Service Fee R5 – Paid out to one Service Provider – 20bps to a Custodian or TPA/Recordkeeper

R4 – Paid out to two Service Providers – 25bps to broker and 20bps to a Custodian or TPA/Recordkeeper

EXHIBIT T**Declaration of Investment Account – SteelPath Fund**

This Exhibit establishes the SteelPath Fund, which is an Investment Account established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

- 1. Name; Establishment of Investment Account.** The Investment Account established by this Exhibit shall be the SteelPath MLP-40 Institutional Trust Fund (together, the "Fund").
- 2. The Fund.** A concentrated portfolio of energy infrastructure MLPs providing substantial long-term capital appreciation through distribution growth and an attractive level of current income. The strategy focuses on a select group of MLPs with the strongest projected distribution growth, or the greatest potential for significant upward revaluation, providing an attractive risk-reward balance for investors.

The Trustee will estimate and accrue within the Fund a tax liability for unrelated business taxable income. A single form 990-T and any applicable state or foreign tax forms will be filed by a tax preparer on behalf of the Fund each year.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

- 3. Advisor.** SteelPath Fund Advisors
- 4. Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
- 5. Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Hand Composite Employee Benefit Trust	R1 Share Class	R2 Share Class Includes 25bps Service Fees	R3 Share Class Includes 65bps Service Fees
SteelPath MLP-40 Institutional Trust Fund	0.80%	1.15%	1.55%

Maximum expense ratio includes charges for Trust, Administrative, Transfer Agency, Investment Advisory, and Audit; and Service fees payable to a plan service provider.

Trust/Administrative Fees:	17bps on first \$30,000,000
<i>Paid to Trustee</i>	15bps on the next \$70,000,000
	12bps over \$100,000,000

Investment Advisory Fees:
Paid to SteelPath Fund Advisors

R1 – 60bps
R2 & R3 – 70bps

Custodial Fees:

3bps

Service Fee:

R1 – 0bps
R2 – Paid out to a TPA/Recordkeeper
R3 – Paid out to two Service Providers – 50bps to broker and
15bps to a

EXHIBIT U

Declaration of Investment Account – Horizon Funds

This Exhibit establishes the Horizon Funds, which is a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Accounts established by this Exhibit shall be the Horizon Focused with Risk Assist Fund; Horizon Moderate with Risk Assist Fund; Horizon Conservative with Risk Assist Fund; Horizon Conservation Plus with Risk Assist Fund; and Horizon Growth with Risk Assist Fund (together, the "Fund").

2. The Funds.

Horizon Focused with Risk Assist Fund: This portfolio seeks capital appreciation in any market cycle and seeks to limit downside through an active risk control strategy in falling markets. This portfolio seeks an equity-debt ratio of 100% equity to 0% debt. However, there may be times where the ratios will be adjusted due to market conditions.

Horizon Moderate with Risk Assist Fund: This portfolio seeks growth and income over a market cycle and seeks to limit downside through an active risk control strategy in falling markets. This portfolio seeks an equity-debt ratio of 65% equity to 35% debt. However, there may be times where the ratios will be adjusted due to market conditions.

Horizon Conservative with Risk Assist Fund: This portfolio seeks modest growth and income over market cycles and seeks to limit downside through an active risk control strategy in falling markets. This diversified portfolio seeks to achieve its stated goal of capital preservation through holdings in both debt and equity vehicles. This portfolio seeks an equity-debt ratio of 40% equity to 60% debt. However, there may be times where the ratios will be adjusted due to market conditions.

Horizon Conservation Plus with Risk Assist Fund: This portfolio seeks current income over a market cycle and seeks to limit downside through an active risk control strategy in falling markets. Suitable for investors with a low tolerance for fluctuation in principal and who seek some independence from market volatility. This portfolio seeks an equity-debt ratio of 20% equity to 80% debt. However, there may be times where the ratios will be adjusted due to market conditions.

Horizon Growth with Risk Assist Fund: This portfolio seeks growth over a market cycle and seeks to limit downside through an active risk control strategy in falling markets. This portfolio seeks an equity-debt ratio of 85% equity to 15% debt. However, there may be times where the ratios will be adjusted due to market conditions.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. Advisor. Horizon Investments, LLC

4. **Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Hand Composite Employee Benefit Trust	R1 Share Class	R2 Share Class Includes 25bps Service Fees	R3 Share Class Includes 40bps Service Fees
Horizon Focused with Risk Assist Fund	1.00%	1.25%	1.40%
Horizon Moderate with Risk Assist Fund	1.00%	1.25%	1.40%
Horizon Conservative with Risk Assist Fund	1.00%	1.25%	1.40%
Horizon Conservation Plus with Risk Assist Fund	1.00%	1.25%	1.40%
Horizon Growth with Risk Assist Fund	1.00%	1.25%	1.40%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, Audit, and Service fees payable to a plan service provider.

Trust/Administrative Fees: 15bps on market value of assets

Investment Advisory Fee: 60bps on market value of assets

Managed Product Cost: 20bps

Custodial Fee: 3bps on first \$10M (aggregate for all 5 collectives)
2 bps on all \$ above \$10M

Audit Fee: 2bps

Service Fee: R1 – 0bps
R2 – Paid out to one Service Provider – 25bps to broker
R3 – Paid out to two Service Providers – 25bps to broker and 15bps to a
TPA/Recordkeeper

EXHIBIT V

Declaration of Investment Account – Vanguard Risk Based Managed Trust Funds

This Exhibit establishes the Vanguard Risk Basked Managed Trust Funds, which is a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Accounts established by this Exhibit shall be the Vanguard 100% Fixed Income Managed Trust Fund; Vanguard 20/80-Conservative Managed Trust Fund; Vanguard 40/60-Moderate Managed Trust Fund; Vanguard 60/40-Moderate Aggressive Managed Trust Fund; Vanguard 70/30-Moderate Aggressive Growth Managed Trust Fund; Vanguard 80/20-Aggressive Managed Trust Fund; and Vanguard 100% Equity Managed Trust Fund (together, the "Fund").

2. The Funds. The primary objective is optimal investment in global economic growth on a risk-adjusted basis.

The portfolios represent strategic global risk-controlled optimized funds for seven different levels of investor risk defined by the stock/bond ratio of the fund: 100/0, 80/20, 70/30, 60/40, 40/60, 20/80, and 0/100. They are designed to serve as core investments for long term investors and a given risk profile.

The Trust Portfolios provide a broad asset-class exposure to U.S. and international equities, as well as U.S. investment – grade bonds, using exchange traded funds (ETFs) in an asset allocation framework.

Vanguard 100% Fixed Income Managed Trust Fund - A global strategic fund optimized to a 0/100 stock/bond ratio. The fund is diversified globally with a near constant 100% Fixed Income allocation with Short, Intermediate, and Long duration funds. It is designed to optimally perform long-term on a risk-adjusted basis and suitable for long-term investors with Income risk investment objectives.

Vanguard 20/80-Conservative Managed Trust Fund - A global strategic fund optimized to a 20/80 stock/bond ratio. The fund is diversified globally with a near constant 20% in U.S. and non-U.S. equity ETFs, with the remainder in fixed income. It is designed to optimally perform long-term on a risk-adjusted basis and suitable for long-term investors with conservative risk investment objectives.

Vanguard 40/60-Moderate Managed Trust Fund - A global strategic fund optimized to a 40/60 stock/bond ratio. The fund is diversified globally with a near constant 40% in U.S. and non-U.S. equity ETFs, with the remainder in fixed income. It is designed to optimally perform long-term on a risk-adjusted basis and suitable for long-term investors with moderate risk investment objectives.

Vanguard 60/40-Moderate Aggressive Managed Trust Fund - A global strategic portfolio optimized to a 60/40 stock/bond ratio. The portfolio is diversified globally with a near constant 60% in U.S. and non-U.S. equity ETFs, with the remainder in fixed income. It is designed to optimally perform long-term on a risk-adjusted basis and suitable for long-term investors with moderately aggressive risk investment objectives.

Vanguard 70/30-Moderate Aggressive Growth Managed Trust Fund - A global strategic fund optimized to a 70/30 stock/bond ratio. The fund is diversified globally with a near constant 70% in U.S. and non-U.S. equity ETFs, with the remainder in fixed income. It is designed to optimally perform long-term on a risk-adjusted basis and suitable for long-term investors with moderate aggressive risk investment objectives.

Vanguard 80/20-Aggressive Managed Trust Fund - A global strategic fund optimized to an 80/20 stock/bond ratio. The fund is diversified globally with a near constant 80% in U.S. and non-U.S. equity ETFs, with the remainder in fixed income. It is designed to optimally perform long-term on a risk-adjusted basis and suitable for long-term investors with aggressive risk investment objectives.

Vanguard 100% Equity Managed Trust Fund - A global strategic portfolio optimized to a 100/0 stock/bond ratio. The portfolio is globally diversified with a near constant 100% in U.S. and non-U.S. equity ETFs, with the remainder in fixed income. It is designed to optimally perform long-term on a risk-adjusted basis and suitable for long-term investors with very aggressive risk investment objectives.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** Hand Benefits & Trust Company
4. **Administration.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly.
5. **Fees.** The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Hand Composite Employee Benefit Trust	R Share Class	R 1 Share Class Includes 35bps Service Fee
Vanguard 100% Fixed Income Managed Trust Fund	0.42%	0.77%
Vanguard 20/80 - Conservative Managed Trust Fund	0.42%	0.77%
Vanguard 40/60 - Moderate Managed Trust Fund	0.42%	0.77%
Vanguard 60/40 - Moderate Aggressive Managed Trust Fund	0.42%	0.77%
Vanguard 70/30 - Moderate Aggressive Growth Managed Trust Fund	0.42%	0.77%
Vanguard 80/20 - Aggressive Managed Trust Fund	0.42%	0.77%
Vanguard 100% Equity Managed Trust Fund	0.42%	0.77%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Investment Advisory charges, Audit, and Marketing fees.

Trust/Administrative Fees:	30bps
Managed Product Cost:	12bps
Services Fees: R share class	0bps
R1 share class	35bps payable to TPA/Recordkeeper

EXHIBIT W

Declaration of Investment Account – Amundi Global Emerging Market Equity Fund

This Exhibit establishes the Amundi Global Emerging Market Equity Fund, which is a series of Investment Accounts established pursuant to Article 3 of the Hand Composite Employee Benefit Trust Declaration of Trust, amended and restated effective as of April 1, 2011 ("Declaration of Trust"). Any capitalized terms in this Exhibit that are not otherwise defined have the meaning set forth in the Declaration of Trust.

1. Name; Establishment of Investment Account. The Investment Account established by this Exhibit shall be the Amundi Global Emerging Market Equity Fund ("Fund").

2. The Fund. Amundi employs a top-down and bottom-up investment approach where the investment objective of the portfolio is capital appreciation through investment in a portfolio of international equity securities of companies whose principal activities are significantly located in the emerging markets. The portfolio holdings and allocations are based on the team's convictions as evolved with regards to market conditions based on a top down/bottom up portfolio construction process for geographical/sector allocation and stock selection subject to risk management controls on an ongoing basis.

The portfolio will seek to outperform the MSCI Emerging Markets Index (Net of Dividends) over a 3 to 5 year period, with a reasonable amount of risk. The foregoing targets are objectives only, and there can be no assurance that they will be achieved.

The portfolio invests in Global Emerging Markets in 4 geographic areas (Emerging Asia; Latin America; Central and Eastern Europe; the Middle East and Africa) and frontier markets. The weighting in frontier market securities will not exceed 10% of the net assets (measured at the time of investment). The index against which the performance of the portfolio will be compared is the MSCI Emerging Markets (expressed in USD, with re-investment of the dividends).

The equity exposure will be 100% maximum and Amundi is not authorized to leverage the portfolio by investing more than 100% of its assets. The fund invests mainly in local shares, ADRs, GDRs and P-Notes. The stocks of companies invested will be across the full range of market capitalizations investable in the emerging and frontier markets universe subject to guidelines. Currency forwards may be used occasionally to limit the exposure to a few select currencies. Equity futures and leveraged ETFs may be used to equitize cash holdings. Where this is the only way of gaining access to closed markets, the Fund may invest through a wholly owned investment vehicle provided that this investment vehicle is effectively controlled by the Fund and it complies with the investment policies and restrictions, for the time being in force, of the Fund.

Under ordinary market conditions, Amundi maintains USD cash levels of at least 2% of the portfolio. The maximum percentage of cash in the portfolio will not exceed 10% (measured at the time of investment) once the initial portfolio and any further contributions thereto have been fully invested.

The Trustee maintains a separate written investment guidelines and policy document for the Funds, which is available from the Trustee on request.

3. **Advisor.** Amundi Investments USA, LLC
4. **Administration.** Fund accounting will be provided by Bank of New York Mellon (BNYM) as a service provider to the Trustee. Pricing of the portfolio assets within the Investment Account will be priced based on the stated BNYM IAS Global Pricing Unit Guidelines which is available upon request.
5. **Fees.** In addition to the Trustee's compensation, each Fund bears expenses incurred by the Trustee in operating and administering the Fund. The expenses are accrued daily within the Fund and paid out monthly. The following fees are accrued daily and paid by the Investment Account:

Investment Accounts Under Hand Composite Employee Benefit Trust <i>sub-advised Amundi Investment Advisors USA, LLC</i>	R1 Share Class	R2 Share Class
Amundi Global Emerging Market Equity Fund	0.85%	0.65%

Maximum expense ratio includes Trust, Administrative, Transfer Agency, Custody, Investment Advisory charges, and Audit fees.

Trust/Administrative: 5bps

Custody & Fund Accounting Fees: capped at 20bps

Investment Advisory Fees:

(rebates back to the fund occur to keep operating expenses capped at 25bps)	R1:	Assets of less than \$50,000,000	60bps
		Assets between \$50,000,000 and \$100,000,000	50bps
		Assets over \$100,000,000	45bps
	R2*:	Assets of less than \$50,000,000	40bps
		Assets between \$50,000,000 and \$100,000,000	30bps
		Assets over \$100,000,000	25bps

*There will be performance fees associated with the R2 share class billed outside of the fund. A side letter detailing these fees between the Participating Trust and the sub-adviser to the Investment Account will be in place. These fees and the side letter are outside of the purview of the Composite Trust and this Investment Account.