
**Amended and Restated
Interlocal Agreement
and
Declaration of Trust**



Nebraska Public Agency Investment Trust

A Nebraska Entity Formed Pursuant to the Interlocal Cooperation Act

(As Amended, Restated Effective February 14, 2020)

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AMENDED AND RESTATED DECLARATION OF TRUST AND INTERLOCAL AGREEMENT

THIS AMENDED AND RESTATED DECLARATION OF TRUST AND INTERLOCAL AGREEMENT (sometimes herein also referred to herein as the "Declaration of Trust," "Interlocal Agreement," or "Agreement") is dated as of February 14, 2020.

WITNESSETH:

WHEREAS, Nebraska law provides that governmental subdivisions are authorized to invest surplus funds; and

WHEREAS, Article XV, section 18, of the Constitution of the State of Nebraska provides, among other things, that the State or any local government may exercise any of its powers or perform any of its functions, including financing the same, jointly or in cooperation with any other governmental entity or entities; and

WHEREAS, Sections 13-801, et. seq. of the Nebraska Revised Statutes, also known as the "Interlocal Cooperation Act," provides that public agencies, including any agency of state government, or any other municipal corporation or political subdivision of the state of Nebraska may exercise jointly with any other such organization any power or powers, privileges or authority exercised or capable of exercise by any such public agency of the state of Nebraska; and

WHEREAS, certain public agencies of the State of Nebraska established and organized a legal entity pursuant to Nebraska law and the Interlocal Cooperation Act, and adopted an original Declaration of Trust and Interlocal Agreement (the "Original Declaration") as of the 11th day of July, 1996, as "Initial Participants" and as "Settlors" (as such terms were defined in the Original Declaration), for the purpose of combining their available investment funds so as to enhance the investment opportunities available to them according to law; and

WHEREAS, the Original Declaration provided that its terms could be amended by the affirmative vote of a majority of the Participants entitled to vote; and

WHEREAS, the Participants in accordance with that authority and the Original Declaration have voted to and have now amended and restated the Original Declaration as set forth herein; and

WHEREAS, this Declaration of Trust is intended to be an "Interlocal Agreement" entered into pursuant to the Interlocal Cooperation Act, for the purpose of better exercising the Participants' authority to invest their respective funds not currently needed in accordance with Nebraska law; and

WHEREAS, all of the Participants have previously duly adopted respective resolutions authorizing the respective Participants to become a party to this Interlocal Agreement; and

WHEREAS, the beneficial interest in the Trust's assets shall be divided into nontransferable units of beneficial interest, which shall be evidenced by a unit register maintained by the Trust or its agent; and

WHEREAS, the Participants anticipate that other public agencies may wish to become Participants by adopting this Declaration of Trust and thus becoming parties to it;

NOW, THEREFORE, the Participants hereby declare that all monies, assets, securities, funds and property now or hereinafter acquired by the Trustees, their successors and assigns under this Declaration of Trust shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of units of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof.

ARTICLE I
The Trust

- 1.1 Name.** The name of the common law trust created by this Declaration of Trust shall be the “Nebraska Public Agency Investment Trust” (the “Trust”) and, so far as may be practicable, the Trustees shall conduct the Trust’s activities, execute all documents and sue or be sued under that name, which name (and the word “Trust” wherever used in this Declaration of Trust, except where the context otherwise requires) shall refer to the Trustees in their capacity as Trustees, and not individually or personally, and shall not refer to the officers, agents, employees, counsel, advisors, consultants, accountants, or Participants of the Trust or of such Trustees. Should the Trustees determine that the use of such name is not practicable, legal, or convenient, they may use such other designation, or they may adopt such other name for the Trust as they deem proper, and the Trust may hold property and conduct its activities under such designation or name. The Trustees shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such name in accordance with the Laws of the State of Nebraska or the United States of America so as to protect and reserve the right of the Trust in and to such name.
- 1.2 Purpose; All Public Agencies Permitted by Law to be Participants.**
- (a) The purpose of the Trust is to provide a separate legal entity through which Public Agencies organized under the Laws of the State of Nebraska and permitted to do so may jointly exercise in accordance with Law their authority to invest available funds so as to enhance their investment opportunities pursuant to an investment program conducted under applicable Nebraska and other Laws. All entities organized under the Laws of the State of Nebraska that constitute “public agencies” within the meaning of the Interlocal Cooperation Act may be Participants. As used in this Section 1.2 and throughout this Declaration of Trust, the term or phrase “Public Agencies” or “Public Agency” shall, unless the context otherwise requires, include all public agencies, offices, and entities as defined in or permitted by the Interlocal Cooperation Act or other Nebraska Laws as they currently exist or as they may be amended from time to time. A Public Agency as permitted by Law may place funds in the Trust as a Participant and have a beneficial interest hereunder only after the Governing Body thereof has duly adopted a resolution, or taken other applicable official action, authorizing such Public Agency to become a Participant of this Trust and adopting this Declaration of Trust.
- (b) No Public Agency shall become a Participant unless and until it has adopted this Declaration of Trust in accordance with Section 15.6 and the other provisions hereof. To become a Participant, a Public Agency must place not less than one dollar (\$1.00) in the Trust. To remain a Participant, a Public Agency must maintain a minimum investment balance in the Trust in an amount not less than one dollar (\$1.00).
- 1.3 Location.** The Trust shall maintain an office of record in the State of Nebraska and may maintain such other offices or places of business as the Trustees may from time to time determine. The office of record may be changed from time to time by resolution of the Trustees and notice of such change of the office of record shall be given to each Participant.
- 1.4 Nature of Trust.** The Trust shall be a common law trust organized and existing pursuant to the Interlocal Cooperation Act and other Nebraska Law. The Trust is not intended to be, shall not operate as, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, corporation, investment company, joint stock company, trust company, bank industrial loan and investment company, cooperative credit association, credit union or building and loan association. The Participants shall have such rights as are conferred upon them hereunder.
- 1.5 Definitions.** As used in this Declaration of Trust, the following terms shall have the following meanings unless the context otherwise requires:

"Administration Agreement" shall mean the agreement with the Administrator referred to in Section 3.3 hereof as the same may be amended from time to time.

"Administrator" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Sections 3.1 and 3.3 hereof.

"Adviser" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Sections 3.1 and 3.2 hereof.

"Affiliate" shall mean, with respect to any Person, another Person directly or indirectly controlling, controlled by or under common control with such Person, or any officer, director, partner or employee of such Person.

"Association" shall mean an association which sponsors one or more Participants for participation in the Trust and which has entered into a license agreement with the Trust under the applicable provisions of Section 3.5.

"Board of Trustees" or "Trustees" shall mean the governing body of the Trust as provided in Section 9.1 hereof.

"Custodian" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Sections 11.1 and 11.2 hereof.

"Custodian Agreement" shall mean the agreement with the Custodian referred to in Section 11.1 hereof as the same may be amended from time to time.

"Declaration of Trust" shall mean this Interlocal Agreement and Declaration of Trust as amended, restated, or modified from time to time. References in this Declaration of Trust to "Declaration", "hereof", "herein", "hereby" and "hereunder" shall be deemed to refer to the Declaration of Trust and shall not be limited to the particular text, article or section in which such words appear.

"Fixed Term Automated Investment Service" is a service of the Trust that enables Participants to direct investments in specific Permitted Investments selected by the Participant and held specifically for its individual account. This service is not an Investment Pool or Series of the Trust.

"Governing Body" shall mean the governing body of a Participant.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such under Section 2.21 hereof by the Trustees from time to time.

"Interlocal Agreement" shall mean this Declaration of Trust.

"Investment Advisory Agreement" shall mean the agreement with the Adviser referred to in Section 3.2 hereof as the same may be amended from time to time.

"Investment Pool" shall mean a pool of funds that is created from funds of Public Agencies authorized by Law to be invested, each such Investment Pool being a Series of the Trust.

"Laws" shall mean common law and all ordinances, statutes, rules, regulations, orders, injunctions, decisions, opinions or decrees of any government or political subdivision or agency thereof, including the state of Nebraska, or any court or similar entity established by any thereof. Any references to a statute includes any amendments thereto.

"Participants" shall mean the Public Agencies which enter into or have entered into this Declaration of Trust pursuant to Section 15.6 hereof and which meet the requirements of Section 1.2(b).

"Permitted Investments" shall mean the investments referred to in Paragraph (b) of Section 2.2 hereof.

"Person" shall mean and include individuals, corporations, limited partnerships, general partnerships, joint stock companies or associations, joint ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other entities (whether or not legal entities) and governments and agencies and political subdivisions thereof.

"Public Agency" or "Public Agencies" shall mean and include all public agencies, offices, and entities as defined in or permitted by the Interlocal Cooperation Act or other Nebraska Laws as they currently exist or as they may be amended from time to time.

"Series" means a series of the Trust, established under Article VI.

"Trust" shall mean the common law trust created under and governed by this Declaration of Trust.

"Trust Property" shall mean, as of any particular time, any and all property, real, personal or otherwise, tangible or intangible, which is transferred, conveyed or paid to the Trust or Trustees and all income, profits and gains therefrom and which, at such time, is owned or held by, or for the account of, the Trust or the Trustees. As herein, or as hereafter provided, the Trust Property may consist of separate Investment Pools of separate Series.

"Trustees" shall mean members of the Board of Trustees of the Trust.

"Unit" or "Trust Unit" shall mean the unit used to denominate and measure the respective pro rata Trust Property as described in Article VI. Units may be issued in more than one Series to denominate and measure the respective pro rata beneficial interests of the Participants in the Trust Property designated as belonging to and held only for the benefit of the Participants to which each Series of Units has been issued. Units may be issued in Series and all proceeds realized from the issuance of each Series will become the property of and invested for the exclusive benefit of the Participants in that particular Series.

"Unit Register" shall mean the register of Units maintained for each series pursuant to Article VII hereof.

ARTICLE II **Powers of the Trustees**

2.1 **General.** Subject to the rights of the Participants as provided herein, the Trustees shall have, without other or further authorization, full, exclusive and absolute power, control and authority over the Trust Property and over the affairs of the Trust to the same extent as if the Trustees were the sole and absolute owners of the Trust Property in their own right, and with such powers of delegation as may be permitted by this Declaration of Trust. The Trustees may do and perform such acts and things as in their sole judgment and discretion are necessary and proper for conducting the affairs of the Trust or promoting the interests of the Trust and the Participants. The enumeration of any specific power or authority herein shall not be construed as limiting the aforesaid general power or authority or any specific power or authority. The Trustees may exercise any power authorized and granted to them by this Declaration of Trust. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

2.2 **Permitted Investments.** The Trustees shall have full and complete power, subject in all respects to Article IV hereof:

- (a) To conduct, operate and provide investment programs or other services, products, programs, and Series, as may be permitted by Law and as determined by the Trustees for the Participants; and
- (b) For such consideration as they may deem proper, to subscribe for, invest in, reinvest in, purchase or otherwise acquire, hold, pledge, sell, assign, transfer, exchange, distribute or otherwise deal in or dispose of investment instruments as permitted by Law (the "Permitted Investments"). Permitted Investments include, as of the date hereof, the following:
 - (i) Investments and securities, the nature of which individuals of prudence, discretion, and intelligence acquire or retain in dealing with the property of another, except becoming a subscriber to the capital stock or owner of such stock, or any portion or interest therein of any railroad, or private corporation, or association as prohibited by Article XI, section 1, of the Nebraska Constitution;
 - (ii) Securities issued or guaranteed as to payment of principal and interest by the United States Government;
 - (iii) Obligations issued or guaranteed as to payment of principal and interest by agencies or instrumentalities of the United States Government ; and
 - (iv) Any other type of investment or deposit permitted by Law; and
- (c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

In the exercise of their powers, the Trustees shall not be limited, except as otherwise provided hereunder, to investing in Permitted Investments maturing before the possible termination of the Trust. The Trustees shall have full authority and power to make any and all Permitted Investments within the limitations of this Declaration of Trust that they, in their absolute discretion, shall determine to be advisable and appropriate. The Trustees shall have no liability for loss with respect to Permitted Investments made within the terms of this Declaration of Trust, even though such investments shall be of a character or in an amount not considered proper for the investment of trust funds by trustees or other fiduciaries. The Trustees shall be permitted only to make Permitted Investments in accordance with Article IV of this Declaration of Trust. The Permitted Investments for any Series of the Trust shall be set forth in the Information Statement adopted by the Trustees, as may be amended from time to time. In addition, without limiting the right of the Trust to offer such other services as the Trustees shall determine and as shall be permitted by Law, the Trustees have authorized the Trust to offer the Fixed Term Automated Investment Service, as a service of the Trust.

2.3 Legal Title.

- (a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants and shall be held by and transferred to the Trustees, except that the Trustees shall have full and complete power to cause legal title to any Trust Property to be held, if permitted by Law, in the name of any other Person as nominee, on such terms, in such manner, and with such powers as the Trustees may determine, so long as in their judgment the interest of the Trust is adequately protected.
- (b) The right, title, and interest of the Trust in and to the Trust Property shall not be affected by changes in the membership of the Board of Trustees. The right, title and interest of the Trustees in and to the Trust Property shall vest automatically in all Persons who may hereafter become Trustees upon their due election and qualification without any further act. Upon the resignation, disqualification, disability,

removal, adjudication as an incompetent or death of a Trustee, the affected Trustee shall automatically cease to have any right, title or interest in or to any of the Trust Property, and the right, title and interest of such Trustee in and to the Trust Property shall vest automatically in the remaining Trustees without any further act.

- 2.4 Disposition of Assets.** Subject in all respects to Article IV hereof and applicable Law the Trustees shall have full and complete power to sell, exchange or otherwise dispose of any and all Trust Property free and clear of any and all restrictions, at public or private sale, for cash or on terms, with or without advertisement, and subject to such restrictions, stipulations, agreements and reservations as they shall deem proper, and to execute and deliver any deed, power, assignment, bill of sale, or other instrument in connection with the foregoing. The Trustees shall also have full and complete power, subject in all respects to Article IV hereof, and in furtherance of the affairs and purposes of the Trust, to give consents and make contracts relating to Trust Property or its use.
- 2.5 Taxes.** The Trustees shall have full and complete power: (i) to pay all taxes or assessments, of whatever kind or nature, validly and lawfully imposed upon or against the Trust or the Trustees in connection with the Trust Property or upon or against the Trust Property or income or any part thereof; (ii) to settle and compromise disputed tax liabilities; and (iii) for the foregoing purposes to make such returns and do all such other acts and things as may be deemed by the Trustees to be necessary or desirable.
- 2.6 Rights as Holders of Trust Property.** The Trustees shall have full and complete power to exercise all of the rights, powers and privileges appertaining to the ownership of all or any Permitted Investments or other property forming part of the Trust Property to the same extent that any individual might, and, without limiting the generality of the foregoing, to vote or give any consent, request or notice or waive any notice either in person or by proxy or power of attorney, with or without the power of substitution, to one or more Persons, which proxies and powers of attorney may be for meetings or actions generally, or for any particular meeting or action, and may include the exercise of discretionary powers.
- 2.7 Delegation; Committees.** The Trustees shall have full and complete power (consistent with their continuing exclusive authority over the management of the Trust, the conduct of its affairs, their duties and obligations as Trustees, and the management and disposition of Trust Property), to delegate from time to time to such one or more of their number (who may be designated as constituting a Committee of the Trustees, including, without limitation, the Executive Committee as provided in Section 9.10 hereof) or to officers, employees or agents of the Trust (including, without limitation, the Marketing Agent, the Administrator, the Adviser, the Associations and the Custodian) the doing of such acts and things and the execution of such instruments either in the name of the Trust, or the names of the Trustees or as their attorney or attorneys, or otherwise as the Trustees may from time to time deem expedient and appropriate in the furtherance of the business affairs and purposes of the Trust.
- 2.8 Collection.** The Trustees shall have full and complete power: (i) to collect, sue for, receive and receipt for all sums of money or other property due to the Trust; (ii) to consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations; (iii) to engage or intervene in, prosecute, defend, compromise, abandon or adjust by arbitration or otherwise any actions, suits, proceedings, disputes, claims, demands or things relating to the Trust Property; (iv) to foreclose any collateral, security or instrument securing any investments, notes, bills, bonds, obligations or contracts by virtue of which any sums of money are owed to the Trust; (v) to exercise any power of sale held by them, and to convey good title there under free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property; (vi) to be parties to reorganization and to transfer to and deposit with any corporation, committee, voting trustee or other Person any securities, investments or obligations of any Person which form a part of the Trust Property, for the purpose of such reorganization or otherwise; (vii) to participate in any arrangement for enforcing or protecting the interests of the Trustees as the owners or holders of such securities,

investments or obligations and to pay any assessment levied in connection with such reorganization or arrangement; (viii) to extend the time (with or without security) for the payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and (ix) to pay or satisfy any debts or claims upon any evidence or that the Trustees shall deem sufficient.

- 2.9 **Payment of Expenses.** The Trustees shall have full and complete power: (i) to incur and pay any charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for carrying out any of the purposes of this Declaration of Trust; (ii) to reimburse others for the payment therefore; and (iii) to pay appropriate compensation or fees from the funds of the Trust to Persons with whom the Trust has contracted or transacted business. The Trustees shall fix the compensation, if any, of all officers and employees of the Trust. The Trustees shall not be paid compensation for their general services as Trustees hereunder. The Trustees may pay themselves or any one or more of themselves reimbursement for expenses reasonably incurred by themselves or any one or more of themselves on behalf of the Trust.
- 2.10 **Borrowing and Indebtedness.** The Trustees shall not have the power to borrow money on behalf of the Trust.
- 2.11 **Surplus Funds.** The Trustees shall have full and complete power to place, in such manner as may now or hereafter be permitted by Law, any surplus Trust monies or funds included in the Trust Property, and intended to be used for the payment of expenses of the Trust or the Trustees, with one or more banks, trust companies or other banking institutions whether or not such surplus funds will draw interest. Such surplus funds are to be subject to withdrawal in such manner as the Trustees may determine, and the Trustees shall have no responsibility for any loss which may occur by reason of the failure of the bank, trust company or other banking institution with whom the monies, investments, or securities have been placed. Each such bank, trust company or other banking institution shall comply, with respect to such surplus funds, with all applicable requirements of all applicable Laws.
- 2.12 **Valuation.** The Trustees shall have full and complete power to determine in good faith conclusively the value of any of the Trust Property and to revalue the Trust Property.
- 2.13 **Fiscal Year; Accounts.** The Trustees shall have full and complete power to determine the fiscal year of the Trust and the method or form in which its accounts shall be kept and from time to time to change the fiscal year or method or form of accounts. Unless otherwise determined by the Trustees pursuant to this Section 2.13, the fiscal year of the Trust shall terminate on June 30 and commence on July 1 of each calendar year.
- 2.14 **Concerning the Trust and Certain Affiliates.**
- (a) The Trust may enter into transactions with any Affiliate of the Trust or of the Adviser, the Administrator, the Custodian, the Marketing Agent, or any Affiliate or agent of any Trustee, officer, director, employee or agent of the Trust or of the Adviser, the Administrator, the Custodian, or the Marketing Agent if (i) each such transaction (or type of transaction) has, after disclosure of such affiliation, been approved or ratified by the affirmative vote of a majority of the Trustees, including a majority of the Trustees who are not Affiliates of any Person (other than the Trust) who is a party to the transaction with the Trust and (ii) such transaction (or type of transaction) is, in the opinion of the Trustees, on terms fair and reasonable to the Trust and the Participants and at least as favorable to them as similar arrangements for comparable transactions (of which the Trustees have knowledge) with organizations unaffiliated with the Trust or with the Person who is a party to the transaction with the Trust.
 - (b) Except as otherwise provided in this Declaration of Trust or in the Laws of the State of Nebraska, in the absence of fraud, a contract, act or other transaction, between the Trust and any other Person, or in which the Trust is interested, is valid and no Trustee, officer, employee or agent of the Trust

shall have any liability as a result of entering into any such contract, act or transaction even though (a) one or more of the Trustees, officers, employees or agents of such other Person, or (b) one or more of the Trustees, officers, employees, or agents of the Trust, individually or jointly with others, is a party or are parties to or directly interested in, or affiliated with, such contract, act or transaction, provided that (i) such interest or affiliation is disclosed to the Trustees and the Trustees authorize such contract, act or other transaction by a vote of a majority of the unaffiliated Trustees, or (ii) such interest or affiliation is disclosed to the Participants, and such contract, act or transaction is approved by a majority of the Participants.

- (c) Any Trustee or officer, employee, or agent of the Trust may, in his personal capacity, or in a capacity as trustee, officer, director, stockholder, partner, member, agent, Adviser or employee of any Person, have business interests and engage in business activities in addition to those relating to the Trust, which interests and activities may be similar to those of the Trust and include the acquisition, syndication, holding, management, operation or disposition of securities, investments and funds, for his own account or for the account of such Person. Each Trustee, officer, employee and agent of the Trust shall be free of any obligation to present to the Trust any investment opportunity which comes to him in any capacity other than solely as Trustee, officer, employee or agent of the Trust, even if such opportunity is of a character which, if presented to the Trust, could be taken by the Trust.
- (d) Subject to the provisions of Article III hereof, any Trustee or officer, employee or agent of the Trust may be interested as trustee, officer, director, stockholder, partner, member, agent, Adviser or employee of, or otherwise have a direct or indirect interest in, any Person who may be engaged to render advice or services to the Trust, and may receive compensation from such Person as well as compensation as Trustee, officer, employee or agent of the Trust or otherwise hereunder. None of the activities and interests referred to in this paragraph (d) shall be deemed to conflict with his duties and powers as Trustee, officer, employee or agent of the Trust.
- (e) To the extent that any other provision of this Declaration of Trust conflicts with, or is otherwise contrary to the provisions of, this Section 2.14, the provisions of this Section 2.14 shall be deemed controlling.
- (f) Notwithstanding the foregoing provisions of this Section 2.14, the Trustees shall not have the power to engage in any transaction with any Affiliate that would be inconsistent with the Laws of the State of Nebraska concerning conflicts of interest, or any other Law limiting the Participants' power to enter into such transaction, and the Bylaws of the Trust may contain provisions more restrictive than those set forth in this Section 2.14.

2.15 Investment Program. The Trustees shall use their best efforts to obtain through the Adviser or other qualified Persons one or more continuing and suitable investment programs, consistent with the investment policies and objectives of the Trust set forth in Article IV of this Declaration of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Adviser or such other Persons. Subject to the provisions of Section 2.7 and Section 3.1 hereof, the Trustees may delegate functions arising under this Section 2.15 to one or more individual Trustees or to the Adviser.

2.16 Power to Contract, Appoint, Retain, and Employ.

- (a) Subject to the provisions of Section 2.7 and Section 3.1 hereof with respect to delegation of authority by the Trustees, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications (including one or more of themselves and any corporation, partnership, trust or other entity of which one or more of them may be an Affiliate, subject to the applicable requirements of Section 2.14 hereof) as the Trustees may deem necessary, or desirable for the transaction of the affairs of the Trust, including any Person or Persons who, under

the supervision of the Trustees, may, among other things: (i) serve as the Trust's Investment Adviser and consultant in connection with policy decisions made by the Trustees; (ii) serve as the Trust's Administrator or co-Administrators; (iii) furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments; (iv) act as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositories, custodians or agents for collection, insurers or insurance agents, registrars for Units or in any other capacity deemed by the Trustees to be necessary or desirable; (v) investigate, select, and, on behalf of the Trust, conduct relations with Persons acting in such capacities and pay appropriate fees to, and enter into appropriate contract with, or employ, or retain services performed or to be performed by, any of them in connection with the investments acquired, sold, or otherwise disposed of, or committed, negotiated, or contemplated to be acquired, sold or otherwise disposed of; (vi) substitute any other Person for any such Person; (vii) act as attorney-in-fact or agent in the purchase or sale or other disposition of investments, and in the handling, prosecuting or other enforcement of any lien or security securing investments; and (viii) assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with the Trustees.

- (b) The manner of employing, engaging, compensating, transferring, or discharging any Person as an employee of the Trust shall be subject to Nebraska Law. For purposes of the preceding sentence, "employee of the Trust" shall not include independent contractors such as the Marketing Agent, the Adviser, the Administrator, the Custodian, the Associations, counsel or independent accountants and their respective employees.

2.17 Insurance. The Trustees shall have full and complete power to purchase and pay for, entirely out of Trust Property, insurance policies insuring the Trust and the Trustees, officers, employees and agents, of the Trust individually against all claims and liabilities of every nature arising by reason of holding or having held any such office or position, or by reason of any action alleged to have been taken or omitted by the Trust or any such Person as Trustee, officer, employee and agent, including any action taken or omitted that may be determined to constitute negligence, whether or not the Trust would have the power to indemnify such Person against such liability.

2.18 Seal. The Trustees shall have full and complete power to adopt and use a seal for the Trust, but, unless otherwise required by the Trustees, it shall not be necessary for the seal to be placed on, and its absence shall not impair the validity of, any document, instrument or other paper executed and delivered by or on behalf of the Trust.

2.19 Indemnification. In addition to the mandatory indemnification provided for in Section 5.3 hereof, the Trustees shall have full and complete power, to the extent permitted by applicable Laws, to indemnify or enter into agreements with respect to indemnification with any Person with whom the Trust has dealings, including, without limitation, the Trustees, the Marketing Agent, the Adviser, the Administrator, and the Custodian, to such extent as the Trustees shall determine, to the fullest extent permitted by then applicable Law.

2.20 Remedies. Notwithstanding any provision in this Declaration of Trust, when the Trustees deem that there is a significant risk that an obligor to the Trust may default or is in default under the terms of any obligation to the Trust, the Trustees shall have full and complete power to pursue any remedies permitted by Law which, in their sole judgment, are in the interests of the Trust, and the Trustees shall have full and complete power to enter into any investment, commitment or obligation of the Trust resulting from the pursuit of such remedies as are necessary or desirable to dispose of property acquired in the pursuit of such remedies.

2.21 Information Statement. The Trustees shall have full and complete power to prepare, publish, and distribute an Information Statement and other informational or instructional material regarding the Trust and to amend

or supplement the same from time to time.

- 2.22 Further Powers.** The Trustees shall have full and complete power to take all such actions, do all such matters and things and execute all such instruments as they deem necessary, proper or desirable in order to carry out, promote or advance the interests and purposes of the Trust although such actions, matters or things are not herein specifically mentioned. The Trustees, to the extent not inconsistent with the powers enumerated herein, shall have all powers enumerated for Trustees under the Act known and cited as the Nebraska Uniform Trust Code (Sections 30-3801 to 30-38,110 of the Revised Statutes of Nebraska), or other Nebraska Law. Any determination as to what is in the best interests of the Trust made by the Trustees in good faith shall be conclusive. In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustees. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

ARTICLE III

The Marketing Agent, the Investment Adviser, the Associations, and the Administrator

- 3.1 Appointment.** The Trustees are responsible for the general investment policy and program of the Trust and for the general supervision and administration of the business and affairs of the Trust conducted by the officers, agents, employees, investment advisors, administrators, or independent contractors of the Trust. The Trustees are not, however, required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees may appoint, employ or contract with, the Adviser as an investment adviser to the Trustees, the Administrator as an administrator for the Trust, the Marketing Agent as a marketing and sales agent of the Trust and the Associations as a provider of clerical and administrative services, and may grant or delegate such authority to the Adviser, the Administrator, the Associations, or the Marketing Agent (pursuant to the terms of Section 2.16 hereof) or to any other Person the services of whom are obtained by the Adviser or the Administrator, as the Trustees, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust. The Trustees may appoint one or more Persons to serve jointly as Co-Advisers and one or more Persons to serve jointly as Co-Administrators. The same Person may serve simultaneously as the Administrator and as the Adviser, but no Person serving as the Administrator or as the Adviser may serve as the Custodian.
- 3.2 Duties of the Adviser.** The duties of the Adviser shall be those set forth in the Investment Advisory Agreement to be entered into between the Trust and the Adviser. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement. Subject to Article IV hereof, the Trustees may authorize the Adviser to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent, or Trustee to affect such purchases, sales, or exchanges pursuant to recommendations of the Adviser, all without further action by the Trustees. The Investment Advisory Agreement may authorize the Adviser to employ other Persons to assist it in the performance of its duties.
- 3.3 Duties of the Administrator.** The duties of the Administrator shall be those set forth in the Administration Agreement to be entered into between the Trust and the Administrator. Such duties may be modified by the Trustees, from time to time, by the amendment of the Administration Agreement.
- 3.4 Duties of the Marketing Agent.** The duties of the Marketing Agent shall be those set forth in the Marketing Agreement to be entered into between the Trust and the Marketing Agent. Such duties may be modified by the Trustees, from time to time, by the amendment of the Marketing Agreement.
- 3.5 Duties of the Associations.** The duties of each Association shall be those set forth in the license agreement to be entered into between the Trust and the Association. Such duties may be modified, from time to time, by the amendment of the applicable license agreement. The Trust may agree to pay compensation to an

Association for administrative services provided to the Trust, including without limitation, clerical and administrative services.

- 3.6 Successors.** In the event that, at any time, the position of Adviser, Administrator, Custodian, or of Marketing Agent shall become vacant, for whatever reason, the Trustees may appoint, employ or contract with a successor Adviser, Administrator, Custodian, or Marketing Agent.

ARTICLE IV **Investments**

- 4.1 Statement of Investment Policy and Objective.** Subject to the prohibitions and restrictions contained in Section 4.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the Trust a high investment yield, while maintaining liquidity and preserving capital by investing in Permitted Investments in accordance with applicable provisions of Law as may be set forth more fully in the Trust's Information Statement, as the same may be amended from time to time.
- 4.2 Restrictions.** Notwithstanding anything in this Declaration of Trust which may be deemed to authorize the contrary, the Trust:
- (a) May not make any investment other than investments authorized by provisions of Law applicable to the investment of funds by the Participants, as the same may be amended from time to time;
 - (b) May not borrow money on behalf of the Trust; and
 - (c) May not make loans, provided that the Trust may make Permitted Investments.
- 4.3 Restrictions as Fundamental to the Trust.** The restrictions set forth in Section 4.2 hereof are fundamental to the operation and activities of the Trust and may not be changed without the affirmative vote of a majority of the Participants entitled to vote.

ARTICLE V **Limitations of Liability**

- 5.1 Liability to Third Persons.** No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any other Person or Persons in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator, the Associations, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any other Person or Persons in connection with Trust Property or the affairs of the Trust; except that each shall be personally liable for his/her bad faith, willful misconduct, gross negligence or reckless disregard of his/her duties, for his/her failure to act in good faith in the reasonable belief that his/her action was in the best interests of the Trust, and all such other Persons shall otherwise look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust.
- 5.2 Liability to the Trust or to the Participants.** No Trustee, officer, employee or agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator, the Associations, and the Custodian) of the Trust shall be liable to the Trust or to any Participant, Trustee, officer, employee or agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator, the Associations, and the Custodian) of the Trust for any action or failure to act (including, without limitation, the failure to compel in any way any former or acting Trustee to redress any breach of trust) except for his/her own bad faith, willful misfeasance, gross negligence or reckless disregard of his/her duties, for his/her willful or negligent action or failure to act or to take reasonable measures to restrict investments of the Trust Property to those permitted by Law; provided,

however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator, and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

5.3

Indemnification.

- (a) The Trust shall indemnify and hold each Participant harmless from and against any and all claims and liabilities, whether they proceed to judgment or are settled or otherwise brought to a conclusion, to which such Participant may become subject by reason of its being or having been a Participant, and shall reimburse such Participant for all legal and other expenses reasonably incurred by it in connection with any such claim or liability. The rights accruing to a Participant under this Section 5.3 shall not exclude any other right to which such Participant may be lawfully entitled, nor shall anything herein contained restrict the right of the Trust to indemnify or reimburse a Participant in any appropriate situation even though not specifically provided herein.
- (b) The Trust shall indemnify each of its Trustees and officers, and employees and agents (including, without limitation, the Marketing Agent, the Adviser, the Administrator and the Custodian) designated by the Board of Trustees to receive such indemnification, against all liabilities and expenses (including, without limitation, amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees) reasonably incurred by him/her in connection with the defense or disposition of any action, suit or other proceeding by the Trust or any other Person, whether civil or criminal, in which he/she may be involved or with which he/she may be threatened, while in office or thereafter, by reason of his/her being or having been such a Trustee, officer, employee or agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator and the Custodian), except as to any matter as to which he/she shall have been adjudicated to have acted in bad faith or with willful misfeasance or reckless disregard of his/her duties or gross negligence or, in the case of the Adviser or the Administrator, in willful or grossly negligent action or inaction or a violation of the restrictions on investments of the Trust Property; provided, however, that the provisions of this Section 5.3 shall not be construed to permit the indemnification of any agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust; and further provided, however, that as to any matter disposed of by a compromise payment by such Trustee, officer, or employee pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless the Trust shall have received a written opinion from independent counsel approved by the Trustees to the effect that if the foregoing matters had been adjudicated, the defenses that could have been presented on behalf of such Trustee, officer, employee or agent were meritorious. The rights accruing to any Trustee, officer, employee or agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator and the Custodian) under the provisions of this paragraph (b) of this Section 5.3 shall not exclude any other right to which he may be lawfully entitled; provided, however, that no Trustee, officer, employee or agent may satisfy any right of indemnity or reimbursement granted herein or to which he may be otherwise entitled except out of the Trust Property, and no Participant shall be personally liable to any Person with respect to any claim for indemnity or reimbursement or otherwise. The Trustees may make advance payments in connection with indemnification under this paragraph (b) of this Section 5.3, provided that the indemnified Trustee, officer, employee or agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator and the Custodian) shall have given a written undertaking to reimburse the Trust in the event that it is subsequently determined that he is not entitled to such indemnification. Any action taken by, or conduct on the part of, the Adviser, the Administrator, a Trustee, an officer, an employee or an agent (including, without limitation, the Marketing Agent, the Adviser, the Administrator and the Custodian) of the Trust in conformity with, or in good faith reliance upon, the provisions of Section 2.14 or Section 5.7 hereof shall not, for the purpose of this Declaration of Trust (including, without limitation, Sections 5.1 and 5.2 and this

Section 5.3) constitute bad faith, willful misfeasance, gross negligence or reckless disregard of his duties.

- 5.4 **Surety Bonds.** No Trustee shall, as such, be obligated to give any bond or surety or other security for the performance of any of his/her duties.
- 5.5 **Apparent Authority.** No purchaser, seller, transfer agent or other Person dealing with the Trustees or any officer, employee or agent of the Trust shall be bound to make any inquiry concerning the validity of any transaction purporting to be made by the Trustees or by such officer, employee or agent or make inquiry concerning or be liable for the application of money or property paid, transferred or delivered to or on the order of the Trustees or of such officer, employee or agent.
- 5.6 **Recitals.** Any written instrument creating an obligation of the Trust shall be conclusively taken to have been executed by a Trustee or an officer, employee or agent of the Trust only in his capacity as a Trustee under this Declaration of Trust or in his capacity as an officer, employee, or agent of the Trust. Any written instrument creating an obligation of the Trust shall refer to this Declaration of Trust and contain a recital to the effect that the obligations there under are not personally binding upon, nor shall resort be had to the property of, any of the Trustees, Participants, officers, employees or agents of the Trust, and that only the Trust Property or a specific portion thereof shall be bound, and such written instrument may contain any further similar recital which may be deemed appropriate; provided, however, that the omission of any recital pursuant to this Section 5.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Trust.
- 5.7 **Reliance on Experts, Etc.** Each Trustee and each officer of the Trust shall, in the performance of duties, be fully and completely justified and protected with regard to any act or any failure to act resulting from reliance in good faith upon the books of account or other records of the Trust, upon an opinion of counsel or upon reports made to the Trust by any of its officers or employees or by the Adviser, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.
- 5.8 **Liability Insurance.** The Trust shall, if the Trustees acting in their discretion deem it to be appropriate, maintain liability insurance for the protection of the Trust Property, and the Trustees, Participants, officers, employees and agents of the Trust in such amount as the Trustees, in their discretion, shall deem adequate to cover foreseeable tort and contract liability to the extent available at reasonable rates.
- 5.9 **Nonliability.** This Declaration of Trust shall not create any right, title, privilege, or entitlement in any Person, except a Participant and a Person that has a direct and written contract with the Trust. The terms of this Declaration of Trust are not intended to and shall not be construed to create any cause of action, legal or equitable, in any Person against the Trust or its agents except as is provided by the specific terms in written agreements entered into by the Trustee. It is not intended, and the terms of this Declaration shall not be construed, so that any breach thereof by Participants, Trustees, officers, employees or agents of the Trust creates an action at common law, tort, contract or otherwise. Nothing in this Declaration of Trust shall be construed as constituting the waiver of any immunity from liability available to the Trust or the Trustees, Participants, officers, employees or agents of the Trust pursuant to any applicable provision of Law.

ARTICLE VI Interests of Participants

- 6.1 **General.**
- (a) The beneficial interest of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into Units of one or more Series, which shall be used

as units to measure the proportionate allocation to the respective Participants of the beneficial interest in the series in which they are participating. The number of Units that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Units shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Units shall not entitle a Participant to preference, preemptive, appraisal, conversion, or exchange rights of any kind with respect to the Trust or the Trust Property. Title to the Trust Property of every description and the right to conduct any affairs hereinbefore described are vested in the Trustees on behalf, and for the beneficial interest, of the Participants, and the Participants shall have no interest therein other than the beneficial interest conferred hereby and measured by their Units, and they shall have no right to call for any partition or division of any property, profits, rights or interests of the Trust nor can they be called upon to share or assume any losses of the Trust or suffer an assessment of any kind by virtue of the allocation of Units to them, except as provided in Article X hereof.

- (b) The Trustees, in their discretion, from time to time, may authorize the division of Units into separate and distinct Series of Units or to establish a new Series, each Series relating to a separate portfolio of investments. All references to Units in this Declaration shall be deemed to be Units of any one Series, any one or more Series or all Series, as the context may require.

If the Trustees shall divide the Units into two or more Series or to establish a new Series, the following provisions shall be applicable:

(i) The number of Units of each Series that may be used to measure the respective beneficial interests of the Participants in the portfolio of investments to which such Series relates shall be unlimited.

(ii) The Trustees shall have the power to invest and reinvest the Trust Property applicable to each Series in accordance with the investment policies and restrictions set forth in this Declaration, in the Bylaws or otherwise. The Trustees may establish more restrictive investment policies and restrictions for any particular Series.

(iii) All funds received by the Trust from a Participant with respect to a particular Series, together with all assets in which such funds are invested or reinvested, all income, earnings, profits and proceeds thereof, including any proceeds derived from the sale, exchange or liquidation of such assets, and (except to the extent otherwise determined by the Trustees pursuant to Section 10.4 hereof) any funds or payments derived from any reinvestment of such proceeds in whatever form the same may be, shall irrevocably belong to that Series for all purposes, subject only to the rights of creditors, and shall be so recorded upon the books of account of the Trust. In the event that there are any assets, income, earnings, profits or payments which are not readily identifiable as belonging to any particular Series, the Trustees shall allocate them among any one or more of the Series (or to a reserve pursuant to Section 10.4 hereof) established and designated from time to time in such manner and on such basis as they, in their sole discretion, deem fair and equitable. Each such allocation by the Trustees shall be conclusive and binding upon the Participants of all Series for all purposes.

(iv) The assets belonging to each particular Series shall be charged with the liabilities of the Trust in respect of that Series and all expenses, costs, charges and reserves attributable to that Series in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Any general liabilities, expenses, costs, charges or reserves of the Trust which are not readily identifiable as attributable to any particular Series shall be allocated and charged by the

Trustees to and among any one or more of the Series established and designated from time to time in such manner and on such basis as the Trustees in their sole discretion deem fair and equitable. Each allocation of liabilities, expenses, costs, charges and reserves by the Trustees shall be conclusive and binding upon the Participants of all Series for all purposes. The Trustees shall have full discretion to determine which asset items will be treated as income and which as funds placed in the Trust by Participants and each such determination and allocation shall be conclusive and binding upon the Participants of all Series.

(v) The net income of the Trust shall be determined separately for each Series and shall be credited to the respective Unit account of the Participants in each Series in the manner and at the times provided in Article X hereof.

(vi) The terms designated by the Trustee with respect to a Series may provide that the Units of such Series shall relate only to a particular Participant or shall relate to all Participants or otherwise provide for a limitation on the number and identity of the Participants to which the Units of such Series shall relate.

(vii) The terms designated by the Trustee with respect to a Series may provide that such Series shall be established on a particular date and be terminated on a particular date.

(viii) The terms designated by the Trustees with respect to a Series may provide for limitations of time or otherwise with respect to the ability of the Participants participating in such Series to withdraw funds relating to Units of such Series from the Trust.

(ix) To effect the division of the Units into one or more Series or to establish a Series (whether the Series is of a definite or an indefinite duration), the Trustees shall adopt one or more resolutions authorizing the creation of each such Series. In connection with effecting the division of the Units or establishing a Series pursuant to this Section, the Trustees may fix by resolution each such Series' date of establishment, duration, Participants, investments and any other characteristics that the Trustees may wish to fix in their resolution(s).

6.2 Allocation of Units.

- (a) The Trustees shall credit a Participant with additional Units upon receipt of funds (including, without limitation, income from the investment or Trust Property) for the account of such Participant, based on the net asset value per Unit as determined pursuant to Section 10.1 hereof. In connection with any allocation of Units, the Trustees may allocate fractional Units. The Trustees may from time to time adjust the total number of Units allocated without thereby changing the proportionate beneficial interests in the Trust. Changes in the number of allocated Units may be made in order to maintain a constant net asset value per Unit as set forth in Section 10.2 hereof. Units shall be allocated and redeemed as whole Units and/or one-hundredths (1/100ths) of a Unit or multiples thereof.
- (b) Units may be allocated only to a Public Agency organized and existing under the Laws of the State of Nebraska which has become a Participant of the Trust in accordance with Section 1.2. hereof. Each Participant may establish more than one account within the Trust for such Participant's convenience.
- (c) The minimum amount of funds which may be placed in the Trust by a Participant at any one time shall be determined by the Trustees from time to time. Unless otherwise determined by the Trustees pursuant to this paragraph (c) of this Section 6.2, the minimum amount of funds which may be placed

in the Trust by a Participant at any one time shall be One Dollar (\$1.00).

- 6.3 **Evidence of Unit Allocation.** Evidence of Unit Allocation shall be reflected in the Unit Register maintained by or on behalf of the Trust pursuant to Section 7.1 hereof, and the Trust shall not be required to issue certificates as evidence of Unit allocation.
- 6.4 **Reduction to Maintain Constant Net Asset Value.** The Units of the Trust of any Series governed by Section 10.2 shall be subject to reduction in number pursuant to the procedure for reduction of Units set forth in Section 10.2 hereof in order to maintain a constant net asset value per Unit.
- 6.5 **Redemptions.** Payments by the Trust to Participants, and the reduction of Units resulting therefrom, are referred to in the Declaration of Trust as "redemptions." Any and all allocated Units may be redeemed at the option of any Participant, whose beneficial interest hereunder is measured in Units, upon and subject to the terms and conditions provided in this Declaration of Trust. The Trust shall, upon application of any Participant, promptly pay to such Participant all or a portion of the interest of such Participant in the Trust and reduce the allocation of Units to such Participant accordingly. The procedure for effecting the redemption shall be as adopted by the Trustees and as set forth in the Information Statement of the Trust, as the same may be amended from time to time; provided, however, that such procedure shall not be structured so as to substantially and materially restrict the ability of the Participant to promptly receive all or a portion of their proportionate interests in the Trust.
- 6.6 **Suspension of Redemption; Postponement of Payment.** Each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees may, without the necessity of a formal meeting of the Trustees, temporarily suspend the right of redemption or postpone the date of payment for redeemed Units for the whole or any part of any period (i) during which there shall have occurred any state of war, national emergency, banking moratorium or suspension of payments by banks in the State of Nebraska or any general suspension of trading or limitation of prices on the New York or American Stock Exchange (other than customary weekend and holiday closings) or (ii) during which any financial emergency situation exists as a result of which disposal by the Trust of Trust Property is not reasonably practicable because of the substantial losses which might be incurred or it is not reasonably practicable for the Trust fairly to determine the value of its net assets. Such suspension or postponement shall not alter or affect a Participant's beneficial interest hereunder as measured by its Units or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustee shall specify but not later than the close of business on the business day next following the declaration of suspension, and thereafter there shall be no right of redemption or payment until the Trustees shall declare the suspension or postponement at an end, except that the suspension or postponement shall terminate in any event on the first day on which the period specified in clause (i) or (ii) above shall have expired (as to which, the determination of the Trustees shall be conclusive). In the case of a suspension of the right of redemption or a postponement of payment for redeemed Units, a Participant may either (i) withdraw its request for redemption or (ii) receive payment based on the net asset value existing after the termination of the suspension.
- 6.7 **Minimum Redemption.** There shall be no minimum number of Units which may be redeemed at any one time at the option of a Participant; provided, however, that no request by a Participant for the redemption of less than one whole Unit need be honored.
- 6.8 **Defective Redemption Requests.** In the event that a Participant shall submit a request for the redemption of a greater number of Units than are then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Declaration of Trust, agrees that the Trustees shall have full and complete power to redeem an amount of the Units allocated to such Participant, at a redemption price determined in accordance with Section 6.5 hereof, sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as the result of such defective redemption request.

ARTICLE VII
Record and Transfer of Units

- 7.1 **Unit Register.** The Unit Register shall be kept by or on behalf of the Trustees, under the direction of the Trustees, and shall contain (i) the names and addresses of the Participants, (ii) the number of Units representing their respective beneficial interests hereunder and (iii) a record of all allocations and redemptions thereof. Such Unit Register shall be conclusive as to the identity of the Participants to which the Units are allocated. Only Participants whose allocation of Units is recorded on such Unit Register shall be entitled to receive distributions with respect to Units or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Units. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it was given its appropriate address to such officer or agent of the Trust as shall keep the Unit Register for entry thereon.
- 7.2 **Registrar.** The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees, the Unit Register shall be kept by the Administrator which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Units in the Unit Register. Such registrar shall perform the duties usually performed by registrars of certificates and shares of stock in a corporation, except as such duties may be modified by the Trustees.
- 7.3 **Owner of Record.** No Person becoming entitled to any Units in consequence of the merger, reorganization, consolidation, bankruptcy or insolvency of any Participant or otherwise, by operation of Law, shall be recorded as the Participant to which such Units are allocated and shall only be entitled to the redemption value of such Units. Until the Person becoming entitled to such redemption value shall apply for the payment thereof and present any proof of such entitlement as the Trustees may in their sole discretion deem appropriate, the Participant of record to which such Units are allocated shall be deemed to be the Participant to which such Units are allocated for all purposes hereof, and neither the Trustees nor the registrar nor any officer or agent of the Trust shall be affected by any notice of such merger, reorganization, consolidation, bankruptcy, insolvency or other event.
- 7.4 **No Transfers of Units.** The beneficial interests measured by the Units shall not be transferrable, in whole or in part, other than to the Trust itself for purposes of redemption.
- 7.5 **Limitation of Fiduciary Responsibility.** The Trustees shall not, nor shall the Participants or any officer, registrar or other agent of the Trust, be bound to see to the execution of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the Units or any interest therein are subject, or to ascertain or inquire whether any withdrawal of funds by any Participant or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any Person as having any interest therein except the Participant recorded as the Participant to which such Units are allocated. The receipt of the Participant in whose name any Unit is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all monies payable or deliverable in respect of such Units and from all liability to see to the proper application thereof.
- 7.6 **Notices.** Any and all notices to which Participants hereunder may be entitled and any and all communications shall be deemed duly served or given if mailed, postage prepaid, addressed to Participants of record at their last known post office addresses as recorded on the Unit Register provided for in Section 7.1 hereof. Notices to a Participant may be given via electronic mail if the Participant has provided the Trust with written consent to the delivery of notices by electronic mail and has provided the Trust with a designated address for the Participant's receipt of electronic mail.

ARTICLE VIII **Participants**

- 8.1** **Voting.** Each Participant meeting the requirements of Section 1.2(b) shall be entitled to one vote, notwithstanding the number of Units held by such Participant in relation to the other Participants, with respect to the matters set forth in Section 8.7 hereof. So long as a Participant meets the requirements of Section 1.2(b), it shall not be necessary for a Participant to hold any minimum number of Units on the record date of any meeting in order to be entitled to vote at such meeting. Participants shall not be entitled to cumulative voting except as the Trustees may determine.
- 8.2** **Meetings of Participants.**
- (a) **Annual Meetings.** Annual meetings of the Participants shall be held annually at such time and at such place within the State of Nebraska as the Trustees shall designate. The business transacted at such meeting shall include the election of Trustees using either a voice vote or ballot method of election as determined by the Participants at such annual meeting and may include the transaction of such other business as Participants may be entitled to vote upon as hereinafter provided in this Article VIII, or as the Trustees may determine.
- (b) **Special Meetings.** Special meetings of the Participants may be called at any time by a majority of the Trustees and shall be called by any Trustee upon written request of not less than ten percent (10%) of the Participants entitled to vote, such request specifying the purpose or purposes for which such meeting is to be called. Any such meeting shall be held within the State of Nebraska at such place, on such day and at such time as the Trustees shall designate. Special meetings of the Participants may be held by means of videoconferencing, telephone conferencing, or conferencing by other electronic communication as permitted by and in accordance with the same requirements, procedures and restrictions as are allowed by Law for meetings of the Board of Trustees.
- 8.3** **Quorums.** A majority of the Participants entitled to vote at such meeting present in person (including participation by conference telephone or similar communications equipment by means of which all Persons participating in the meeting can hear each other) or by proxy shall constitute a quorum at any annual or special meeting.
- 8.4** **Notice of Meetings.** Notice of annual meetings or special meetings of the Participants, stating the time, place, and purposes of the meeting and the name, telephone number and address of the Trust, which notice shall be posted at the principal office of Trust at least ten (10) days prior to the meeting of the Participants. For a rescheduled annual or special meeting the notice stating the date, time and place of the meeting shall be posted before the meeting. Only the business stated in the notice of the meeting or the agenda therefore shall be considered at such meeting. Any recessed meeting may be reconvened without further notice. Any notice or other action required by any "open meeting" or similar Law whether now or hereafter in effect shall also be complied with.
- 8.5** **Record Date for Meetings.** For the purpose of determining the Participants that are entitled to vote or act at any meeting, or who are entitled to participate in any dividend or distribution, or for the purpose of any other action, the Trustees may from time to time fix a date not more than thirty (30) days prior to the date of any meeting of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or to be treated as holders of records of Units for purposes of such other action, except for dividend payments which shall be governed by Section 10.3 hereof. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting, even though it then held no Units or has since that date disposed of its Units. No Participant becoming such after that date shall be so entitled to vote at such meeting or to be treated as a holder of record of Units for purposes of such other action.

- 8.6** **Inspection of Records.** The records of the Trust shall be open to inspection by Participants at all reasonable times, provided that five (5) days written notice thereof is given to each of the Trustees.
- 8.7** **Participant Action by Written Consent.** Any action taken by Participants may be taken without a meeting if permitted by applicable Law and if a majority of Participants entitled to vote on the matter (or such larger proportion thereof as shall be required by any express provision of this Declaration of Trust) consent to the action in writing and the written consents are filed with the records of the meetings of Participants. Such consent shall be treated for all purposes as a vote taken at a meeting of Participants.
- 8.8** **Voting Rights of Participants.** The Participants shall be entitled to vote as a matter of right only upon the following matters: (a) election of Trustees as provided in Section 9.1 and Section 9.3 hereof; (b) amendment of the Declaration of Trust or termination of this Trust as provided in Article XIII hereof; and (c) reorganization of this Trust as provided in Section 13.2 hereof. Except with respect to the foregoing matters specified in this Section 8.8, no action taken by the Participants at any meeting shall in any way bind the Trustees.

ARTICLE IX **Trustees and Officers**

- 9.1** **Number and Qualifications.**
- (a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as hereinafter provided. The number of voting Trustees shall be thirteen (13) as of the date of adoption of this Declaration but may be increased or decreased from time to time by resolution of a majority of the Trustees then in office, provided, however, that the number of voting Trustees shall in no event be less than three (3) or more than fifteen (15).
- (b) Any vacancy created by an increase in the number of Trustees may be filled by the appointment of an individual having the qualifications described in this Section 9.1 made by a resolution of a majority of the Trustees then in office. Any such appointment shall not become effective, however, until the individual named in the resolution of appointment shall have (i) accepted in writing such appointment, (ii) agreed in writing to be bound by the terms of this Declaration of Trust, and (iii) presented evidence in writing of the granting as an officer, employee, or member of a Governing Body of a Public Agency for him/her to serve as Trustee. No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his/her term.
- (c) Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in Section 9.5 hereof, the Trustees or Trustee continuing in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration of Trust.
- (d) A Trustee shall be an individual who is not under legal disability and who is (i) an officer, employee, or a member of the Governing Body of, a Public Agency which is a Participant of the Trust; provided, however, that a Trustee shall resign if the Public Agency with which he/she is affiliated does not become a Participant within one hundred twenty (120) days of his/her election as a Trustee, or is serving as a Trustee, the Public Agency with which he/she is affiliated does not remain a Participant and the vacancy thereby resulting shall be filled in the manner provided in Section 9.5 hereof. Anything herein to the contrary notwithstanding, any Person may serve as a Trustee upon unanimous approval and consent of the Board of Trustees. There may be more than one Trustee affiliated with any one Participant.
- (e) The number of Trustees and their Public Agency representational make up shall be determined by the Trustees.

- (f) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Trust.
- (g) The executive directors of the Associations shall be ex officio non-voting members of the Board of Trustees who shall not be counted in the determination of a quorum, and the term "Trustee" as used herein shall not refer to such ex officio nonvoting members unless otherwise expressly stated.

9.2 Term of Office In connection with the election of Trustees, the Trustees shall be divided into three (3) classes, as equal in number as practicable, and shall be staggered and so arranged that the term of one (1) class shall expire at the annual Participants meeting each year. At all annual elections the Trustees to be elected shall be elected to serve for a term of three (3) years and until their successors shall be elected and qualify. The Trustees may from time to time alter or adjust terms in their sole and absolute discretion as necessary to accomplish Trust purposes. Any addition made to the number of Trustees, whether made by the Trustees or Participants shall also provide for the term of office of the additional Trustee with the terms of the additional Trustees being fixed so that, as nearly as shall be practicable, an equal number of terms shall expire at the annual Participants meeting of each year. Trustees may succeed themselves in office.

9.3 Election of Trustees

- (a) The Board of Trustees shall nominate candidates for membership on the Board of Trustees. These nominations shall be announced to the Participants at the annual meeting. Participants may nominate additional candidates for membership on the Board of Trustees at the annual meeting.
- (b) Each Participant shall determine its selection upon the candidates nominated. The voting for membership on the Board of Trustees may occur by ballot or voice vote as determined by the Participants at the annual meeting.
- (c) In the event of a tie, the results of the election will be determined by lot. Election to office shall require the affirmative vote of a majority of the Participants entitled to vote.
- (d) The Board of Trustees shall record in the minutes of the Participants' meeting the results of the election.
- (e) A Person shall not be qualified for the office of Trustee unless and until such Person shall have (i) in writing accepted his/her election; (ii) agreed in writing to be bound by the terms of this Declaration of Trust; and, (iii) presented evidence in writing of the granting of an authorization by the Participant with which he/she is affiliated for him/her to serve as a Trustee.

9.4 Resignation and Removal. Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him/her and delivered to the Trust and such resignation shall be effective upon such delivery, or at the later date according to the terms of the notice. Any of the Trustees may be removed (provided; however, that the aggregate number of Trustees after such removal shall not be less than the minimum number required by Section 9.1 hereof) with cause, by the action of two-thirds (2/3) of the remaining Trustees.

9.5 Vacancies

- (a) The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, bankruptcy, adjudicated incompetence or other incapacity to exercise the duties of the office, or removal of a Trustee. Except by unanimous approval and consent of the Board of Trustees, (i) if a Trustee shall no longer be a Governing Body's member or officer or employee of a Public Agency or (ii) if the Public Agency with which he/she is affiliated shall no longer be a Participant, then

such Person shall, upon the expiration of a sixty (60) day period following the occurrence of such event, no longer be a Trustee and a vacancy will be deemed to have occurred, unless such Person shall have become a Governing Body's member or officer or employee of a Public Agency which is a Participant within such sixty (60) day period and shall have presented evidence in writing of the granting of an authorization by the Participant with which he is then affiliated as a Governing Body's member, officer or employee of a Public Agency for him/her to serve as a Trustee.

- (b) No such vacancy shall operate to annul this Declaration of Trust or to revoke any existing agency created pursuant to the terms of this Declaration of Trust. In the case of an existing vacancy (other than by reason of an increase in the number of Trustees), at least a majority of the Trustees continuing in office acting by resolution may fill such vacancy for the remainder of the unexpired term of the Person who created such vacancy unless otherwise determined by the Participants at an annual or special Participants' meeting. Any Trustees so appointed shall hold office until a successor has been duly elected and has qualified to serve as Trustee.
- (c) No such election or appointment as provided in this Section 9.5 shall become effective unless or until the new Trustee shall have qualified for the office of Trustee as provided in Section 9.3.

9.6 Meetings

- (a) Meetings of the Board of Trustees shall be held from time to time upon the call of the Chairperson, the Vice Chairperson, the Secretary, or any two Trustees. Meetings of the Board of Trustees may be held by means of videoconferencing, telephone conferencing, or conferencing by other electronic communication as permitted by and in accordance with the requirements, procedures, and restrictions as are allowed by Law. Notice of any meeting shall be mailed or otherwise given not less than 48 hours before the meeting. Any reasonable advanced notice required by any "open meeting", or similar Law, whether now or hereafter in effect, shall also be given. Publication or posting not less than 48 hours before the meeting as the designated methods of giving advance notice of meetings. If by posting, the notice shall be posted at the Trust's principal business office or as otherwise determined by the Board of Trustees. Publication shall be in the Lincoln Journal or another newspaper of general circulation in the state of Nebraska. The attendance of a Trustee at a meeting shall constitute a waiver of notice of such meeting except where a Trustee attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting has not been lawfully called or convened. A quorum for all meetings of the Trustees shall be a majority of the Trustees. Subject to Section 2.14 hereof and unless specifically provided otherwise in this Declaration of Trust, any action of the Trustees may be taken at a meeting by vote of a majority of the Trustees present (a quorum being present). Any agreement, or other instrument or writing executed by one or more of the Trustees or by any authorized Person shall be valid and binding upon the Trustees and upon the Trust when authorized or ratified by action of the Trustees as provided in this Declaration of Trust.
- (b) A quorum for all meetings of any committee of the Trustees shall be a majority of the members thereof. The number of members on a committee shall always be less than a quorum of the Board of Trustees.
- (c) With respect to actions of the Trustees, Trustees who are affiliated within the meaning of Section 2.14 hereof or otherwise interested in any action to be taken may be counted for quorum purposes under this Section 9.6 and unless otherwise so provided, shall be entitled to vote.

9.7 Officers. The Trustees shall annually elect, from among their numbers, a Chairperson who shall be the chief officer of the Trust and a Vice Chairperson who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize

the Chairperson to appoint a Treasurer and a Secretary, one or more Assistant Secretaries and Assistant Treasurers and such other officers or agents, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. Two or more officers, except those of Chairperson, Vice Chairperson, Treasurer, and Secretary, may be held by the same Person. The Treasurer and the Secretary, if not themselves Trustees, shall attend meetings of the Trustees but shall have no voting power thereat.

- 9.8** **Bylaws.** The Trustees may adopt and, from time to time, amend or repeal Bylaws for the conduct of the business of the Trust, and in such Bylaws, among other things, may define the duties of the respective officers, agents, employees, and representatives of the Trust.

9.9 **Executive and Other Committees.**

- (a) The Trustees may, but shall not be required to, elect from their own number an Executive Committee to consist of not less than two members, which number shall include the Chairperson of the Board of Trustees, who shall be a voting member thereof. The Executive Committee shall be elected by a resolution passed by a vote of at least a majority of the Trustees then in office. The Trustees may also elect or appoint from time to time from their own number other committees consisting of one or more Persons, the number composing such committees and the powers conferred upon the same to be determined by vote of the Trustees, but shall be less than a quorum of the full Board of Trustees.
- (b) Vacancies occurring in the Executive Committee from any cause shall be filled by the Trustees by a resolution passed by the vote of at least a majority of the Trustees then in office.
- (c) All action by the Executive Committee shall be reported to the Trustees at their meeting next succeeding such action.
- (d) During the intervals between the meetings of the Trustees, the Executive Committee, if any, or the Chairperson of the Board of Trustees, except as limited by the Bylaws or by specific directions of the Trustees, shall possess and may exercise all the powers of the Trustees in the management and direction of the business and conduct of the affairs of the Trust in such manner as the Executive Committee or Chairperson of the Board of Trustees shall deem to be in the best interests of the Trust, and shall have power to authorize the seal of the Trust to be affixed to all instruments and documents requiring same.

- 9.10** **Reports.** The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets and liabilities and statements of operations and of changes in net assets of the Trust prepared in conformity with generally accepted accounting principles and (ii) an opinion of an independent certified public accountant on such financial statements based on an examination of the books and records of the Trust made in accordance with generally accepted auditing standards. A signed copy of such report and opinion shall be filed with the Trustees within ninety (90) days after the close of the period covered thereby or as otherwise determined by the Trustees. Copies of such reports shall be available to all Participants of record upon request. The Trustees shall, in addition, furnish to the Participants other Trust reports on request. These reports may be provided to a Participant via electronic mail if the Participant has provided the Trust with written consent to the delivery of reports by electronic mail and has provided the Trust with a designated address for the Participant's receipt of reports via electronic mail.

ARTICLE X

Determination of Net Asset Value and Net Income; Distributions to Participants

- 10.1** **Net Asset Value.** The net asset value of each allocated Unit of each series of the Trust shall be determined once on each business day at such time as the Trustees may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in the Information Statement as the same

may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees may designate. The Trustees may adopt different methods for the determination of the net asset value of different Series of Units.

10.2 Constant Net Asset Value; Reduction of Allocated Units.

- (a) In furtherance and not in limitation of the provisions of Section 10.1, the Trustees may designate that one or more Series shall be governed by the provisions of this Section 10.2. The Trustees shall have full and complete power to determine the net income (including unrealized gains and losses on the portfolio assets) of the Trust and each Series thereof once on each business day as provided in Section 10.1 hereof, and upon each such determination such net income shall be credited proportionately to the accounts of the Participants in such a manner, and with the result, that the net asset value per Unit of each series of the Trust shall remain at a constant dollar value. The accounting method used for the determination of the net income of the Trust and each Series thereof, and the crediting of net income proportionately to the respective accounts of the Participants shall be determined by the Trustees and shall be set forth in the Information Statements as the same may be amended from time to time. The duty to make the daily calculations may be delegated by the Trustees to the Adviser, the Administrator, the Custodian or such other Person as the Trustees may designate. If there is a net loss, the Trustees shall first offset such amounts against income accrued to each Participant. To the extent that such a net loss exceeds such accrued income, the Trustees shall reduce the aggregate number of the Trust's allocated Units in an amount equal to the amount required in order to permit the net asset value per Unit of the Trust to be maintained at a constant dollar value by having each Participant contribute to the Trust its pro rata portion of such number of Units. Each Participant will be deemed to have agreed to such reduction in such circumstances by its adoption of this Declaration of Trust. The purpose of the foregoing procedure is to permit the net asset value per Unit of the Trust to be maintained at a constant dollar value per Unit.
- (b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Unit at a constant dollar amount at any time and such modifications shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time.

10.3 Supplementary Distributions to Participants. In addition to redemptions made at the request of a Participant pursuant to Section 6.5 hereof, the Trustees may from time to time declare and make to the Participants, in proportion to their respective interests, such supplementary distributions as they may determine in their sole discretion.

10.4 Retained Reserves. The Trustees may accrue such amounts as they may deem necessary to record and provide for expenses of the Trust, and the Trustees shall also have the power to establish such reasonable reserves as they believe may be required.

ARTICLE XI
Custodian

11.1 Duties. The Trustees shall at all times employ as Custodian a bank or trust company meeting the requirements under Law for the deposit or custody of Public Agency funds in the state of Nebraska, with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the Bylaws of the Trust to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian, or as may be imposed by Law. The Participants authorize the Trustees to enter into any contracts and/or agreements on their respective behalf for the purpose of employing the Custodian.

- 11.2 **Appointment.** The Trustees will appoint a Custodian for the Trust, subject to such appointee's entry into a Custodian Agreement in form and substance satisfactory to the Trustees.
- 11.3 **Agents of Custodian.** The Trustees may also authorize the Custodian to employ one or more agents from time to time to perform such of the acts and services of the Custodian and upon such terms and conditions, as may be agreed upon between the Custodian and such agent and approved by the Trustees; provided, however, that, in every case, such agent shall satisfy any requirements of Law.
- 11.4 **Successors.** In the event that, at any time, the Custodian shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement, the Trustee shall appoint successor thereto.

ARTICLE XII **Recording of Declaration of Trust**

- 12.1 **Recording.** This Declaration of Trust and any amendment hereto shall be filed, recorded, or lodged as a document of public record in such place or places and with such official or officials as may be required by Law or as the Trustees may deem appropriate. Each amendment so filed, recorded or lodged shall be accompanied by a certificate signed and acknowledged by the Trustees stating that such action was duly taken in the manner provided for herein; and unless such amendment or such certificate sets forth some earlier or later time for the effectiveness of such amendment, such amendment shall be effective upon its filing. An amended Declaration of Trust, containing or restating the original Declaration and all amendments theretofore made, may be executed any time or from time to time by a majority of the Trustees and shall, upon filing, recording or lodging in the manner contemplated hereby, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original Declaration of Trust and the various amendments thereto. Notwithstanding the foregoing provisions of this Section 12.1, no filing or recordation pursuant to the terms of this Section 12.1 shall be a condition precedent to the effectiveness of this Declaration of Trust or any amendment hereto.

ARTICLE XIII **Amendment or Termination of Trust; Duration of Trust**

- 13.1 **Amendment or Termination.**
- (a) The provisions of this Declaration of Trust may be amended or altered or the Trust may be terminated, by the affirmative vote of a majority of the Participants entitled to vote, such vote being initiated and tabulated as provided in Section 8.2 or Section 8.4 hereof; provided, however, that the Trustees may, from time to time by a two-thirds (2/3) vote of the Trustees, and after fifteen (15) days' prior written notice to the Participants, amend or alter the provisions of this Declaration of Trust, without the vote or assent of the Participants, to the extent deemed by the Trustees in good faith to be necessary to conform this Declaration to the requirements of applicable Laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction, but the Trustees shall not be liable for failing so to do. Notwithstanding the foregoing, (i) no amendment may be made pursuant to this Section 13.1 which would change any rights with respect to any outstanding Units of the Trust by reducing the amount payable thereon upon liquidation of the Trust or which would diminish or eliminate any voting rights of the Participants; and (ii) no amendment may be made which would modify any of the investment restrictions contained in Section 4.2 hereof.
- (b) Upon the termination of the Trust pursuant to this Section 13.1:
- (i) The Trust shall carry on no business except for the purpose of winding up its affairs;
- (ii) The Trustees shall proceed to wind up the affairs of the Trust and all of the powers of the

Trustees under this Declaration of Trust shall continue until the affairs of the Trust shall have been wound up, including, without limitation, the power to fulfill or discharge the contracts of the Trust, collect its assets, sell, convey, assign, exchange, transfer or otherwise dispose of all or any part of the remaining Trust Property to one or more Persons at public or private sale for consideration which may consist in whole or in part of cash, securities or other property of any kind, discharge or pay its liabilities, and do all other acts appropriate to liquidate its affairs; provided, however, that any sale, conveyance, assignment, exchange, transfer or other disposition of all or substantially all of the Trust Property shall require approval of the principle terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Participants entitled to vote thereon; and

- (ii) After paying or adequately providing for the payment of all liabilities, and upon receipt of such releases, indemnities and refunding agreements, as they deem necessary for their protection, the Trustees shall distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Units.
- (c) Upon termination of the Trust and distribution to the Participants as herein provided, a majority of the Trustees shall execute and lodge among the records of the Trust an instrument in writing setting forth the fact of such termination, and the Trustees shall thereupon be discharged from all further liabilities and duties hereunder, and the right, title and interest of all Participants shall cease and be cancelled and discharged.
- (d) A certification in recordable form signed by a majority of the Trustees setting forth an amendment and reciting that it was duly adopted by the Participants or by the Trustees as aforesaid or a copy of the Declaration, as amended, in recordable form, and executed by a majority of the Trustees and, any others required by Law, shall be conclusive evidence of such amendment.

- 13.2 Power to Effect Reorganization.** If permitted by applicable Law, the Trustees, by vote or written approval of a majority of the Trustees, may select, or direct the organization of, a corporation, association, trust or other Person with which the Trust may merge, or which shall take over the Trust Property and carry on the affairs of the Trust, and after receiving an affirmative vote of not less than a majority of the Participants entitled to vote, the notice for which includes a statement of such proposed action, the Trustees may effect such merger or may sell, convey and transfer the Trust Property to any such corporation, association, trust or other Person in exchange for cash or shares or securities thereof, or beneficial interest therein with the assumption by such transferee of the liabilities of the Trust; and thereupon the Trustees shall terminate the Trust and deliver such cash, shares, securities or beneficial interest ratably among the Participants of this Trust in redemption of their Units..
- 13.3 Duration.** The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIII.

ARTICLE XIV **Nature of the Declaration of Trust**

- 14.1 Parties to the Declaration of Trust.** All Participants agree that the Declaration of Trust constitutes an Interlocal Agreement among any and all Public Agencies which become a party hereto pursuant to Section 1.2 and 15.6 hereof.

- 14.2** **Entry Into or Resignation from Declaration of Trust as Not Constituting Amendment.** It is hereby agreed by and between all Participants that the entry or resignation of any Participant into or from the Declaration of Trust shall not constitute an amendment or termination of this Interlocal Agreement.

ARTICLE XV **Miscellaneous**

- 15.1** **Governing Law.** This Declaration of Trust is executed and delivered in the State of Nebraska and with reference to the Laws thereof, and the rights of all parties and the validity, construction and effect of every provision hereof shall be subject to and construed according to the Laws of said State of Nebraska.
- 15.2** **Counterparts.** This Declaration of Trust may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts, together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.
- 15.3** **Reliance by Third Parties.** Any certificate executed by an individual who, according to the records of the Trust, or of any official or public body or office in which this Declaration of Trust may be recorded, appears to be a Trustee hereunder or the Secretary or the Treasurer of the Trust, certifying to: the number or identity of Trustees or Participants; (ii) the due authorization of the execution of any instrument or writing; (iii) the form of any vote passed at a meeting of Trustees or by the Participants; (iv) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Declaration of Trust; (v) the form of any Bylaw adopted by or the identity of any officers elected by the Trustees; or (vi) the existence of any fact or facts which in any manner relate to the affairs of the Trust, shall be conclusive evidence as to the matters so certified in favor of any Person dealing with the Trustees or any of them or the Trust and the successors of such Person.
- 15.4** **Provisions in Conflict with Law.** The provisions of this Declaration of Trust are severable, and if the Trustees shall determine, with the advice of counsel, that any one or more of such provisions (the "Conflicting Provisions") are in conflict with applicable federal or Nebraska Laws, the Conflicting Provisions shall be deemed never to have constituted a part of this Declaration of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Declaration of Trust or render invalid or improper any action taken or omitted (including, but not limited to, the election of Trustees) prior to such determination.
- 15.5** **Gender; Section Headings.**
- (a) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa.
 - (b) Any headings preceding the texts of the several Articles and Sections of this Declaration of Trust and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall neither constitute a part of this Declaration of Trust nor affect its meaning, construction or effect.
- 15.6** **Adoption by Nebraska Public Agencies Election to Become a Participant; Resignation of Participants.**
- (a) Any Public Agency of the State of Nebraska, meeting the requirements of Section 1.2 hereof, may become an additional Participant of this Trust by (i) taking appropriate action to adopt this Declaration of Trust and (ii) furnishing the Trustees with satisfactory evidence that such action has been taken. A copy of this Declaration of Trust may be adopted through incorporation by reference into the resolution of such Public Agency as may be prescribed by the Trustees, and a certified copy of such resolution shall constitute satisfactory evidence of adoption contemplated by this Section 15.6.

- (b) Any Participant may resign and withdraw from the Trust by requesting the redemption of all Units then held. Such resignation and withdrawal shall become effective upon the completion by the Trust of redemption of all Units then held. No resignation and withdrawal by a Participant shall operate to annul this Declaration of Trust or terminate the existence of the Trust.

IN WITNESS WHEREOF, the undersigned hereby certifies that the foregoing Amended and Restated Interlocal Agreement and Declaration of Trust was approved by a majority of the Participants of the Trust at a Special Meeting of Participants held February 14, 2020 approved these amendments and amended, restated, reaffirmed, and readopted the Declaration of Trust in accordance with its provisions, and further approval by the Board of Trustees, hereby certifies, and pursuant to the authority granted by Law, has duly executed this amendment, restated, reaffirmed, and readopted Declaration of Trust, this 14th day of February, 2020.

BY:

Julie DeBoer
Chairperson of the Board of Trustees
Nebraska Public Agency Investment Trust

ACKNOWLEDGEMENT

STATE OF NEBRASKA

COUNTY OF _____

On this 14th day of February, 2020, before me, the undersigned officer, appeared Julie DeBoer, Chairperson of the Board of Trustees of Nebraska Public Agency Investment Trust, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that she is subscribing this instrument in her capacity and for purposes therein contained on February 14th, 2020.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires: _____