

Meeting Date
January 24, 2017



AGENDA	
Section	Consent
Item No.	II D.5

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Interlocal Agreements with the Florida Education Investment Fund Trust and the Florida Fixed Income Trust for investing of public funds.
DEPT/OFFICE:	County Finance Department

Requested Action:

It is requested that the Board of County Commissioners approve entering into Interlocal Agreements with the Florida Education Investment Fund Trust and Florida Fixed Income Trust for investing of public funds.

Summary Explanation & Background:

Brevard County Ordinance No.16-14 List of Permitted Investments allows the County to invest public funds in Intergovernmental Investment Pools (LGIP). In order to invest in these Local Government Investment Pools the Board must enter into an Interlocal Agreement as a participant in the investment program of these Trusts. The Board already invests in one LGIP which is Florida Prime (administered by the State Board of Administration of Florida).

The Board's Policy BCC-49 Investments, permits investing in LGIP's up to a maximum of 50% of the portfolio with no more than 25% in any one LGIP with a Standard and Poor's rating of AAA.

Both of these LGIP's have a Standard and Poor's rating of AAA. The investment advisor for the Florida Education Investment Trust Fund is PFM Asset Management LLC and the investment advisor for Florida Fixed Income Trust is Wertz York Capital Management Group.

These LGIP's have as their investment objectives safety, liquidity and competitive returns which is in accordance with the Boards Investment Policy. By approving these agreements, the County is anticipating to invest short term funds (funds that will be expended in less than one year) with these LGIP's.

Clerk to the Board Instruction:

Exhibits Attached:
 FEITF Signatory Public Agency Addendum and Florida FIT Resolution

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager 	Deputy County Manager	Department Director / Extension Steve Burdett County Finance, 637-2002
Stockton Whitten	Assistant County Manager	



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

January 25, 2017

MEMORANDUM

TO: Steve Burdett, Finance Director

RE: Item II.D.5., Resolution and Interlocal Agreement with Florida Education Investment Fund Trust and Florida Income Trust for Investing of Public Funds

The Board of County Commissioners, in regular session on January 24, 2017, adopted Resolution No. 17-006, Florida Fixed Income Trust (Florida FIT); and approved Interlocal Agreement with the Florida Education Investment Fund Trust and Florida FIT for investing of public funds. Enclosed are certified Resolution and fully-executed Interlocal Agreement for your action.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: County Manager
County Attorney
Clerk of Court
Finance
Budget

FLORIDA FIXED INCOME TRUST
(Florida FIT)

RESOLUTION

RESOLUTION NO: 2017-006

WHEREAS, Brevard County Board of County Commissioners (the "Participant") desires to pool a portion of its surplus public funds with other local government entities by becoming a Participant, and purchasing shares of beneficial interest, in the Florida Fixed Income Trust ("Florida FIT" or the "Trust"), a common law trust under the laws of the State of Florida, and therefore passes the following resolution:

WHEREAS, Art. VIII, Sec. 2, Fla. Const., in part provides municipalities shall have governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law;

WHEREAS, Sec. 166.021, Fla. Stat., in part provides municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law, and further defines a municipal purpose to mean activity or power which may be exercised by the state or its political subdivisions;

WHEREAS, Sec. 125.01, Fla. Stat., in part provides counties, by and through their legislative and governing bodies, shall have the power to carry on county government and may exercise all powers and privileges not specifically prohibited by law;

WHEREAS, Sec. 218.415, Fla. Stat., authorizes units of local government to invest and reinvest public funds in excess of the amounts needed to meet current expenses in certain enumerated investments, in any other investments authorized by the municipality or county by law or by ordinance or by a school district or special district by law or by resolution, and in addition authorizes units of local government to invest and reinvest such surplus public funds in any intergovernmental investment pool authorized pursuant to the Florida Inter-local Cooperation Act, as provided in Sec. 163.01, Fla. Stat.;

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately;

WHEREAS, Section 163.01, Fla. Stat., further authorizes such public agencies to enter into contracts in the form of inter-local agreements to accomplish such purposes;

WHEREAS, under the terms of an Indenture of Trust dated as of May 14, 2010 relating to the Trust (the "Indenture of Trust") any Local Government Entity desiring to participate in the Trust as a member must become a party to the Indenture of Trust;

WHEREAS, it is the intent of the Participant, with other Local Government Entities, to join in an intergovernmental investment pool pursuant to Sections 163.01 and 218.415, Fla. Stat. and to enter into the Indenture of Trust for such purpose, and that the Indenture of Trust will serve as an inter-local agreement under Section 163.01, Fla. Stat.;

WHEREAS, the Participant finds that the creation of an intergovernmental investment pool pursuant to the Indenture of Trust serves a governmental purpose for the Participant and would therefore be in the best interests of the Participant, its officials, officers, and citizens in that such a program would offer diversified and professionally managed portfolios to meet investment needs, would result in greater diversification and economies of scale that would create greater purchasing powers, and would thereby lower the costs traditionally associated with the investment of the assets of the Participant; and

WHEREAS, as the governing body of the Participant desires to participate in the Trust formed in accordance with the aforesaid statutes, and to purchase shares therein as provided in the Indenture of Trust, in order to pool its surplus funds with other Local Government Entities, it has passed, in accordance with applicable law the following ordinance/resolution:

NOW, THEREFORE, it is hereby RESOLVED:

That the governing body of the Participant has reviewed Article VIII, Section 2, of the Florida Constitution, Sections 166.021, 125.01, 218.415, and 163.01 of the Florida Statutes, and the merits of investing in the Trust, including the Trust's liquidity, risk diversification, flexibility, convenience, and cost compared to the alternative direct purchase of comparable investments.

That the governing body of the Participant finds that it is in the best interest of the Participant, its officials, officers, and citizens, to join with other Local Government Entities in the Trust for the purpose of pooling surplus public funds because the Trust offers diversified and professionally managed portfolios to meet investment needs, and the pooling of such surplus public funds results in economies of scale that will create greater purchasing powers and will thereby lower the cost traditionally associated with the investment of assets of the Participant.

The governing body of the Participant hereby expressly authorizes the Participant to participate in the Trust as a member and to become a party to the Indenture of Trust, which is adopted by reference with the same effect as if it had been set out verbatim herein. A conformed copy of the Indenture of Trust shall be filed with the minutes of the meeting at which this Ordinance/Resolution was approved or passed.

The Participant is hereby expressly authorized to purchase shares of beneficial interest in the Trust from time to time with available funds, and to redeem some or all of its shares of beneficial interest from time to time as funds are needed for other purposes, subject to the terms and restrictions of the Indenture of Trust.

The Trustees of the Trust are designated as having official custody of the Participant's funds which are invested by the purchase of shares of beneficial interest in the Trust.

Brevard Clerk of the Circuit Court (the "Representative"), who is the government official empowered to invest funds of the Participant, and each and every successor in such function, is hereby authorized and directed to execute on behalf of the Participant the Indenture of Trust and any other documents necessary to establish an account with the Trust. The Representative is hereby designated the "Treasurer" as that term is defined in the Indenture of Trust and is therefore authorized to invest surplus public funds from the Participant's treasury by purchasing shares of the Trust with such available funds, and is authorized to redeem, from time to time, part or all of such shares as funds are needed for other purposes, subject to the terms and restrictions of the Indenture of Trust.

This Resolution shall take effect immediately upon its adoption or otherwise in accordance with applicable Florida law.

The undersigned agree that the authorizations and instructions contained in the foregoing Resolution and the trust registration form are to remain in effect until the Trust receives written notice of any changes.

Signature: 

Name: CURT SMITH

Title: CHAIRMAN

Approved by the Board on: 1/24/17

Attest:


Scott Ellis, Clerk to the Board

Scott Ellis, Clerk to the Board



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 17, 2010

FLORIDA FILING & SEARCH SERVICES, INC.

The Declaration of Trust for FLORIDA FIXED INCOME TRUST was filed on May 14, 2010, and assigned document number D10000000016. Please refer to this number whenever corresponding with this office.

Enclosed is the certification you requested.

Should you have any questions regarding this matter, please telephone (850) 245-6933, the New Filing Section.

Dale White
Regulatory Specialist II
Division of Corporations

Letter number: 210A00012384

Account number: FCA000000015

Amount charged: 358.50

www.sunbiz.org

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

State of Florida



Department of State

I certify the attached is a true and correct copy of the Declaration of Trust of FLORIDA FIXED INCOME TRUST, a Declaration of Trust organized under the laws of the State of Florida, filed on May 14, 2010, as shown by the records of this office.

The document number of this trust is D10000000016.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventeenth day of May, 2010



CR2E022 (01-07)

Dawn K. Roberts
Dawn K. Roberts
Secretary of State

FILED

AFFIDAVIT TO THE FLORIDA SECRETARY OF STATE TO FILE OR QUALIFY

Florida Fixed Income Trust

A Florida TRUST

In accordance with Section 609.02 of the Florida Statutes, pertaining to Common Law Declarations of Trust, the undersigned, the Chairman of the Board of Trustees of Florida Fixed Income Trust, a

(Name of Trust)

Florida Trust hereby affirms in order to file or qualify

(State)

Florida Fixed Income Trust, in the State of Florida,

(Name of Trust)

- 1. Two or more persons are named in the Trust.
- 2. The principal address is 753 West Boulevard, Chipley, FL 32428.

3. The registered agent and street address in the State of Florida is:
Capitol Corporate Services, Inc.

155 Office Plaza Dr, Ste A, Tallahassee, FL 32301

4. Acceptance by the registered agent: Having been named as registered agent to accept service of process for the above named Declaration of Trust at the place designated in this affidavit, I hereby accept the appointment as registered agent and agree to act in this capacity.

Boyle Wendle asst sec

(Signature of Registered Agent)

5. I certify that the attached is a true and correct copy of the Declaration of Trust under which the association proposes to conduct its business in Florida.

Julia L. Hall



Patrick L. McDaniel - May 3, 2010
Name:

Chairman of the Board of Trustees

Filing Fee: \$350.00
Certified Copy: \$ 8.75 (optional)

**INDENTURE OF TRUST
FLORIDA FIXED INCOME TRUST
(FL FIT)**

**Dated as of
April 28, 2010**

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture of Trust"), dated as of April 28, 2010, is made by and between the Washington County School Board, and the Jackson County School Board, hereafter referred to as the "Initial Participants."

WITNESSETH

WHEREAS, Sec. 218.415, Fla. Stat., authorizes units of local government to invest and reinvest public funds in excess of the amounts needed to meet current expenses in certain enumerated investments, in any other investments authorized by the municipality or county by law or by ordinance or by a school district or special district by law or by resolution, and in addition authorizes units of local government to invest and reinvest such surplus public funds in any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Sec. 163.01, Fla. Stat.;

WHEREAS, Sec. 163.01, Fla. Stat., authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer (each of the foregoing a "Local Government Entity" or "Entity"), to exercise jointly with any other Entity any power, privilege, or authority which such Entities share in common and which each might exercise separately;

WHEREAS, Section 163.01, Fla. Stat., further authorizes such public agencies to enter into contracts in the form of interlocal agreements to accomplish such purposes;

WHEREAS, it is the intent of the Initial Participants to create an intergovernmental investment pools pursuant to Sections 163.01 and 218.415, Fla. Stat. and that this Indenture of Trust serve as an interlocal agreement for such purpose under Section 163.01, Fla. Stat.;

WHEREAS by resolutions duly adopted, February 8, 2010, and April 20, 2010 respectively, found the creation of intergovernmental investment pools pursuant to this Indenture of Trust serve a governmental purpose for said Entities and would therefore be in the best interests of said Entities, their officials, officers, and citizens in that such a program would offer diversified and professionally managed portfolios to meet investment needs, would result in economies of scale that would create greater purchasing powers, and would thereby lower the costs traditionally associated with the investment of the assets of said Entities;

WHEREAS, each of the Initial Participants has duly taken all official action necessary and appropriate to become a party to this Indenture of Trust and perform hereunder, including, without limitation, the establishment of a written investment policy and the passing of any ordinances, resolutions or taking of other actions required under Section 218.415, Fla. Stat. and other applicable law and regulations;

WHEREAS, it is proposed that the beneficial interest in the assets of the trust fund created pursuant to the provisions of this Indenture of Trust shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the Trustee or its agent, the Administrator (each as defined herein); and

WHEREAS, the Initial Participants anticipate that other Local Government Entities may wish to become Participants (as defined herein) by adopting this Indenture of Trust and thus becoming a party hereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all moneys, assets, securities, funds and

property now or hereafter acquired by the Trustees, their successors and assigns under this Indenture 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 shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

ARTICLE I The Trust

1.1 Establishment; Name.

A common law trust is hereby established under this Indenture of Trust and shall be called the "Florida Fixed Income Trust" (the "Trust"). 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 Indenture 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, or accountants of the Trustee, nor shall such terms refer to the Participants. 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 Florida 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; Participant Requirements; Changes of Incumbency.

(a) The purpose of the Trust is to provide a surplus funds trust fund in accordance with statute through which a Local Government Entity may pool any moneys in its treasury, which are not immediately required to be disbursed, with the same such moneys in the treasury of any other Local Government Entity, in order to take advantage of short-term investments and maximize net interest earnings in accordance with the provisions of Sections 218.415 and 163.01, Fla. Stat., or other laws of the State of Florida, from time to time in effect, governing the investment of moneys in the treasury of a Local Government Entity, and as extensively as allowed by law. No Participant shall be required to appropriate any funds or levy any taxes to establish the Trust. The Board of Trustees may provide for the payment or repayment of any establishment expenses from the earnings of the Trust.

(b) Only those Local Government Entities who have adopted this Indenture of Trust and have complied with the provisions of this Section 1.2 and Section 14.6 hereof may become Participants. The Treasurer empowered to invest funds of each Local Government Entity shall be the legal representative to act for and on behalf of such Local Government Entity for purposes of this Indenture of Trust and as such shall be a member of the Board of Participants, which is vested with the authority to supervise the Trust and elect the Trustees to act as fiduciary on its behalf.

(c) Each Local Government Entity adopting this Indenture of Trust, and otherwise complying with the provisions of Sections 1.2 and 14.6 hereof, shall become a Participant only upon depositing into the Trust the minimum total investment as that amount is set from time to time by the Trustees. Initially and until changed by affirmative action of the Trustees, the minimum total investment shall be \$10.00 for each account. Whenever the balance in a Participant's account is less than the minimum established by the Trustees, the Trustees may redeem the shares and close the account, provided that thirty days (30) prior notice is given to such Participant. If the Trustees change the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

(d) In the event that a Treasurer shall die, resign, or be removed from his office or his office shall otherwise become vacant, or he shall no longer be authorized to act on behalf of such Participant as a Treasurer, any funds placed by him in the Trust shall be held hereunder for the benefit of the Local Government Entity for which he was acting at the time the vacancy or termination of authority occurred. Any Treasurer assuming office as such either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his predecessor, or

otherwise becoming authorized to act as Treasurer on behalf of such Participant, shall be the succeeding legal representative of the Local Government Entity by filing written notification of such with the Trustees in a form acceptable to the Trustees.

1.3 Location.

The Trust shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Trustees may from time to time determine. The initial office of record of the Trust shall be: Florida Fixed Income Trust, 155 Office Plaza Dr, Suite A, Tallahassee, FL 32301. 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 and Indenture of Trust. Interlocal Agreement; Filing of Indenture of Trust.

(a) The Trust shall be a common law trust organized and existing under the laws of the State of Florida. The Trust is not intended to be, shall not be deemed to be, and shall not be treated as, a general partnership, limited partnership, joint venture, corporation, investment company or joint stock company. The Participants shall be beneficiaries of the Trust, and their relationship to the Trustees shall be solely in their capacity as Participants and beneficiaries in accordance with the rights conferred upon them hereunder.

(b) This Indenture of Trust is an agreement of indefinite term regarding the deposit, redeposit, investment, reinvestment and withdrawal of surplus public funds within the meaning of Section 218.415, Fla. Stat.

(c) This Indenture of Trust is an interlocal agreement within the meaning Section 163.01, Fla. Stat. This Indenture shall be filed as provided in Section 12.0) hereof.

1.5 Definitions.

As used in this Indenture of Trust, the following terms shall have the following meanings unless the context hereof otherwise requires:

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

"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. The Administration Agreement and the Investment Advisory Agreement may be contained in the same agreement.

"Advisor" shall mean any Person or Persons appointed, employed or contracted with by the Trustees under the applicable provisions of Section 3.1 hereof.

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

"Board of Participants" shall mean the group of Treasurers of the respective Participants which is vested with the authority to supervise the Trust and elect the Trustees.

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

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

"Indenture of Trust" shall mean this Indenture of Trust as amended, restated or modified from time to time, pursuant to the terms hereof. References in the Indenture of Trust to "Indenture," "hereof," "herein," "hereby" and "hereunder" shall be deemed to refer to the Indenture of Trust, as amended, and shall not be limited to the particular text, article or Section in which such words appear unless otherwise stated.

"Information Statement" shall mean the information statement or other descriptive document or documents adopted as such by the Trustees and distributed by the Trust to Participants and potential Participants of the Trust as the same may be amended by the Trustees from time to time.

"Initial Participants" shall mean those local government entities which have executed and adopted this Indenture of Trust as of the date of its establishment.

"Investment Advisory Agreement" shall mean the agreement with the Advisor referred to in Section 3.2 hereof as the same may be amended from time to time. The Investment Advisory Agreement and the Administration Agreement may be contained in the same agreement.

"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, or any court or similar entity established by any thereof.

"Local Government Entity" or "Local Government Entities" means a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multi purpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7) of Section 163.01, Fla. Stat., or an independently elected county officer.

"Non-Treasurer Trustee" means a Trustee appointed hereunder that is not a Treasurer of one of the Participants.

"Participants" shall mean the Local Government Entities which are the Initial Participants and the Local Government Entities which adopt this Indenture of Trust pursuant to Section 14.6 hereof.

"Permitted Investments" shall mean the investments of the type and nature defined as such in the Permitted Investments List.

"Permitted Investments List" shall mean the list of authorized investments for the Trust adopted as such by the Participants and distributed by the Trust to potential Participants of the Trust, as the same may be modified or amended from time to time as provided in Section 13.1 of this Indenture of Trust.

"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.

"Share" shall mean the unit used to denominate and measure the respective Pro Rata beneficial interests of the Participants in the Trust Property as described in Article VI.

"Share Register" shall mean the register of Shares maintained pursuant to Article VII hereof.

"Treasurer" shall mean the treasurer, chief financial officer, or other local official who is properly authorized to invest the respective Local Government Entity's surplus public funds or as provided by statute.

"Trust" shall mean the common law trust created by this Indenture.

"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.

"Trustees" shall mean the Persons who become fiduciaries of the Trust pursuant to Article IX hereof.

ARTICLE II

Trust Operations

2.1 General.

(a) Powers of the Board of Participants. The Board of Participants shall have full, exclusive and absolute power of supervision over the Trust and the Board of Trustees, including the power to monitor and supervise the operation of the Trust. The Board of Participants has the full exclusive and absolute power and authority to amend this Indenture of Trust, as provided in Article VIII, to direct the investments of the Trust through the amendment of the Trust, to elect the Board of Trustees and to terminate the Trust, as well as all other powers provided herein. The Board of Participants does hereby direct that the Trust shall be administered by a Board of Trustees elected from the Board of Participants as provided herein, subject to all rights of Participants stated in the Indenture of Trust and subject to all other restrictions set forth in this Indenture of Trust.

(b) Powers of the Board of Trustees. Subject to the rights of the Participants as provided herein, the Trustees shall be the investment officer of the Trust and shall have authority over the Trust Property and the affairs of the Trust to administer the operation of the Trust, subject to the requirements and restrictions of this Indenture of Trust. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Indenture of Trust, are necessary and proper for conducting the affairs of the Trust or promoting the interest 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 Indenture 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 an investment program for the pooling of surplus public funds of Local Government Entities to take advantage of short-term investments and maximize net interest earnings;

(b) For such consideration as they may deem proper and as may be required by Law, to subscribe for, invest in, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments; and

(c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

2.3 Legal Title.

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners except that the Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or 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 in accordance with reasonable and customary practices.

(b) 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, disability, removal, adjudication as an incompetent, or death of a Trustee he (and in the event of his death, his estate) 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 Article IV hereof, 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 trusts and 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 including giving consents and making contracts relating to Trust Property or its use.

2.5 Taxes.

The Trustees shall have full and complete power:

(a) 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;

(b) To settle and compromise disputed tax liabilities; and

(c) 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 on behalf of the Participants 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 the 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) or to officers, employees or agents of the Trust (including, without limitation, the Administrator, the Advisor 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 Powers.

The Trustees shall have full and complete power:

(a) To collect, sue for, receive and receipt for all sums of money or other property due to the Trust including, without limitation, the power to file proofs of claim in any bankruptcy or insolvency matter;

(b) To consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;

(c) 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;

(d) 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;

(e) To exercise any power of sale held by the Trustees, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property;

(f) 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;

(g) 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;

(h) To extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and

(i) To pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

2.9 Powers: Payment of Expenses.

The Trustees shall have full and complete power:

(a) To incur and pay charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for the carrying out any of the purposes of this Indenture of Trust;

(b) To reimburse others for the payment therefore; and

(c) 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. In addition to lawful compensation, 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.

Notwithstanding any provision of this Indenture of Trust to the contrary, in no event shall any expenses of administration of the Trust be payable from any source other than income received from the earnings of the Trust.

2.10 Borrowing and Indebtedness.

The Trustees shall not incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness, except as provided in clause (b) of Section 4.2 of this Indenture of Trust.

2.11 Deposits.

The Trustees shall have full and complete power to deposit, in such a manner as may now and hereafter be permitted by this Indenture of Trust or applicable Law, any moneys 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 deposits will draw interest. Such deposits 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 which the moneys, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable Laws including, without limitation, Section 280, Fla. Stat.

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 as the Trustees deem appropriate.

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 Self-Dealing Prohibited.

(a) No Treasurer, Trustee, officer, employee or agent of the Trust shall cause or permit the Trust to make any investment or deposit, enter into any contract or other arrangement, or perform any act which confers or might reasonably be expected to confer any special benefit upon such person or any Affiliate of such person without the permission of the Board of Trustees.

(b) The Trust shall not enter into any investment transaction with any Affiliate of the Trust, or with any other officer, director, employee or agent of the Trust or any Affiliate thereof. The Trust may purchase and sell Permitted Investments from and to the Custodian or an Affiliate of the Custodian without the permission of the Board of Trustees.

2.15 Investment Program.

The Trustees shall use their best efforts to obtain through the Advisor or other qualified persons a continuing and suitable investment program, consistent with the investment policies and objectives of the Trust set forth in Article IV of this Indenture of Trust, and the Trustees shall be responsible for reviewing and approving or rejecting the investment program presented by the Advisor 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 of their number or to the Advisor.

2.16 Power to Contract, Appoint, Retain and Employ.

Subject to the provisions of Section 2.7 and Section 3.1, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any Person of suitable qualifications and high repute to perform any or all of the following functions under the supervision of the Trustees:

- (a) Serve as the Trust's investment advisor and consultant in connection with policy decisions made by the Trustees;
- (b) Serve as the Trust's administrator or co-administrators;
- (c) Furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments;
- (d) 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 Shares or in any other capacity deemed by the Trustees to be necessary or desirable;
- (e) 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 contracts 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;
- (f) Substitute any other Person for any such Person;

(g) 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

(h) Assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with Trustees.

2.17 Insurance.

The Trustees shall have full power to and may obtain general and official liability and property damage insurance for the protection of the Trust Property and the Trustees, Treasurers, Participants, officers, auditors, employees and agents of the Trust in the operation and conduct of the Trust in such amounts as the Board of Trustees deems adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates.

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 agreement, document, instrument or other paper executed and delivered by or on behalf of the Trust.

2.19 Indemnification.

In addition to the mandatory indemnification 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 Advisor, the Administrator, and the custodian, to such extent as the Trustees shall determine in accordance with statute.

2.20 Remedies.

Notwithstanding any provision in this Indenture 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 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 actions, do all such matters and things and execute all such agreements, documents and 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. 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 Indenture 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.

2.23 Sovereign Immunity.

The Participants consist of Local Government Entities and, as such, they may be entitled to the benefits of sovereign

immunity provided by Section 13, Art. X of the Florida Constitution and the laws of the State of Florida ("Sovereign Immunity"). Nothing contained in this Indenture of Trust, whether by action or provisions hereof, shall constitute a waiver by a Participant of any of the benefits of Sovereign Immunity. By way of example, and not by limitation, the participation of any Participant (or any Participant's officer, employee, agent or representative) on the Board of Participants and/or the Board of Trustees or in any action, determination, or vote under this Indenture of Trust, shall not affect a waiver of any of the benefits of Sovereign Immunity.⁹

ARTICLE III The Investment Advisor and the Administrator

3.1 Appointment.

The Trustees are responsible for implementing the investment policy and program of the Trust, as provided in Article IV, and for supervising the officers, agents, employees, investment advisors, administrators, distributors, and independent contractors of the Trust. The Trustees are not required personally to conduct all of the routine business of the Trust and, consistent with their ultimate responsibility as stated herein, the Trustees shall appoint, employ or contract with an investment advisor (herein "Advisor"), and may grant or delegate such authority to the Advisor and the Administrator (pursuant to the terms of Section 2.16 hereof) or to any other Person whose services are obtained by the Advisor or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries. Wertz York Capital Management Group, LLC is hereby appointed as the initial Advisor for the Trust.

3.2 Duties of the Advisor.

The duties of the Advisor shall be those set forth in the Investment Advisory Agreement to be entered into between the Trust and the Advisor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement subject to the limitations contained therein. Subject to Article IV hereof, the Trustees may authorize the Advisor to effect purchases, sales, or exchanges of Trust Property on behalf of the Trust or may authorize any officer, employee, agent or Trustee to effect such purchases, sales, or exchanges pursuant to recommendations of the Advisor, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Advisor to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days written notice to the Advisor. Nothing in this Indenture of Trust or in the Investment Advisory Agreement shall limit or impair the right of the Trustees to terminate the said Investment Advisory Agreement for cause, or to suspend the authority of the Advisor to act for or on behalf of the Trust immediately upon written notice to the Advisor, upon a showing of reasonable cause to believe that the Advisor has committed a material breach of the Investment Advisory Agreement or any of its fiduciary obligations to the Trust.

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. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days written notice to the Administrator. Nothing in this Indenture of Trust or in the Administration Agreement shall limit or impair the right of the Trustees to terminate the said Administration Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administration Agreement or any of its fiduciary obligations to the Trust.

3.4 Successors.

In the event that, at any time, the position of Advisor or of Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Advisor or Administrator.

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 safety of capital, liquidity of funds, and investment income, in that order, by investing in Permitted Investments in accordance with this Indenture of Trust and any other applicable provisions of Law, as the same maybe amended from time to time.

4.2 Restrictions Fundamental to the Trust.

Notwithstanding anything in this Indenture of Trust which may be deemed to authorize the contrary, the Trust:

- (a) May not make any investment other than investments authorized by this Indenture of Trust and the Permitted Investments List, as the same may be amended from time to time;
- (b) May not borrow money or incur indebtedness whether or not the proceeds thereof are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments and only as and to the extent permitted by Law;
- (c) May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending);
- (d) May not hold or provide for the custody of any Trust Property in a manner not authorized by Law or by any institution or Person not authorized by Law; and
- (e) May purchase securities or shares of investment companies or any entities similar to the Trust.

4.3 Amendment of Restrictions.

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, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Trust to the Laws of the State of Florida and the United States of America as they may from time to time be amended.

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 Person or Persons other than the Trust in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including without limitation, the Advisor, the Administrator, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any Person or Persons other than the Trust in connection with Trust Property or the affairs of the Trust, except that each shall be personally liable for his bad faith, willful misconduct, gross negligence or reckless disregard of his duties or for his failure to act in good faith in the reasonable belief that his action was in the best interests of the Trust, and except that the Advisor and the Administrator shall each have personal liability for his willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by Law and this Indenture of Trust. All Persons other than the Trust shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without

limitation, the Advisor, the Administrator, and the Custodian) of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, he shall not on account thereof be held to any personal liability.

5.2 Liability to the Trust or to the Participants.

No Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator 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 Advisor, the Administrator, 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 own bad faith, willful misfeasance, gross negligence or reckless disregard of his duties, and except that the Advisor and the Administrator shall each have personal liability for his willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by Law and this Indenture of Trust; provided, however, that the provisions of this Section 5.2 shall not limit the liability of any agent (including, without limitation, the Advisor, 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) As used in this Section 5.3:

(1) "Trust Representative" means an individual who is or was a Trustee, officer, employee, or agent (including without limitation the Advisor, the Administrator, and the Custodian).

(2) "Expense" includes attorney fees.

(3) "Liability" means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense incurred with respect to a proceeding.

(4) "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.

(5) "Proceeding" means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(b) Except as provided in subsection (c) hereof, the Trust shall, to the extent of income or earnings of the Trust, indemnify against liability incurred in any proceeding by an individual made a party to the proceeding because of his status as a Trust Representative if he conducted himself in good faith, and (i) he reasonably believed that his conduct was in the Trust's best interests or, (ii) in the case of a criminal proceeding, he had no reasonable cause to believe his conduct was unlawful.

(c) In no event may the Trust indemnify the Advisor or the Administrator for expenses or liability arising out of any willful or negligent violation by either of them of the restrictions on investments of the Trust Property. Further, the Trust shall not indemnify any Trust Representative under this Section either (i) in connection with a proceeding by or in the right of the Trust in which the Trust Representative was adjudged liable to the Trust, or (ii) in connection with any proceeding charging improper personal benefit to him, in which such person was adjudged liable on the basis that personal benefit was improperly received by him. In connection with a proceeding by or in the right of the Trust, indemnification is in all cases limited to reasonable expenses incurred.

(d) Except as provided in subsection (c) of this Section, the termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in subsection (b) of this Section.

(e) No indemnification shall be made unless and until a specific determination has been made that indemnification is authorized under this Section 5.3. Such determination shall be made by the Board of Trustees by a majority vote of a

quorum, which quorum shall consist of Trustees not parties to the proceeding. If such quorum cannot be obtained, the determination shall be made by a majority vote of a committee of Trustees designated by the Board of Trustees, which committee shall consist of two or more Trustees not party to the proceeding. Trustees who are parties to the proceeding may participate in designating Trustees for the committee. If the said quorum cannot be obtained or the committee cannot be established, or if such quorum is obtained or committee is designated and such quorum or committee so directs, the determination may be made by independent legal counsel selected by a vote of the Board of Trustees or the committee as specified above, or by the Participants. If independent counsel determines that indemnification is required under this Section, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected such counsel.

(f) The Trust may pay for or reimburse the reasonable expenses incurred by a Trust Representative who is a party to a proceeding in advance of final disposition thereof if (i) the Trust Representative furnishes the Trust a written affirmation of his good faith belief that he has met the standard of conduct described in subsection (b) of this Section and a written undertaking executed personally to repay the advance if it is ultimately determined that indemnification is not authorized under this Section, and (ii) it is determined as provided in subsection (f) above that the facts then known would not preclude indemnification under this Section.

(g) Any indemnification of or advance of expenses to a Trust Representative pursuant to this Section shall be reported in writing to the Participants with or before notice of the next Participants meeting, if such indemnification of or advance of expenses arises out of a proceeding by or on behalf of the Trust.

(h) No Trust Representative entitled to indemnification may take or be paid the same except out of the earnings of the Trust, and no Participant shall be personally liable to any such Trust Representative for all or any portion of such indemnity.

5.4 Surety Bonds.

The Board of Trustees shall require the Trustees, the Advisor, the Administrator, any custodian, the Auditor, and any other agent of the Trust to give such surety and other bonds as the Board of Trustees from time to time determines are necessary to protect the Trust. The cost of any and all such bonds shall be paid as an expense of administration of the Trust.

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 Representative Capacity; 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 Indenture 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 Indenture of Trust and contain a recital to the effect that the obligations thereunder 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, or to void any obligations created in the instrument.

5.7 Reliance on Experts.

Each Trustee and each officer of the Trust shall, in the performance of his 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 Advisor, 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 Trustees shall have full power to and may obtain general and official liability and property damage insurance for the protection of the Trust Property and the Trustees, Treasurers, Participants, officers, auditors, employees and agents of the Trust in the operation and conduct of the Trust in such amounts as the Board of Trustees deems adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates.

ARTICLE VI
Interest of Participants

6.1 General.

The beneficial interest of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into full and fractional Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interest hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interest among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares 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 herein 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 Shares, 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 Shares to them, except as provided in Section 10.3 hereof.

6.2 Allocation of Shares.

(a) The Trustees in their discretion may from time to time without vote of the Participants allocate Shares, in addition to the then allocated Shares, to such party or parties for such amount and such type of consideration (including, without limitation, income from the investment of Trust Property), at such time or times (including, without limitation, each business day in accordance with such terms as the Trustees may deem best. In connection with any allocation of Shares, the Trustees may allocate fractional Shares. The Trustees may from time to time adjust the total number of Shares allocated without thereby changing the proportionate beneficial interests in the Trust.

(b) Shares may be allocated only to a Local Government Entity that has become a Participant of the Trust in accordance with Section 1.2 and Section 14.6 hereof. Each Participant may establish more than one account within the Trust for such Participant's convenience.

(c) Unless otherwise determined by the Trustees pursuant to Section 1.2(c), the minimum amount of funds which may be maintained in an account in the Trust by a Participant at any one time shall be \$1,000.00.

6.3 Evidence of Share Allocation.

Evidence of Share allocation shall be reflected in the Share 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 Share allocation.

6.4 Redemption to Maintain Constant Net Asset Value for Pool A; Redemption for Pools B & C.

Each Share of the Trust in Pool A shall be subject to redemption pursuant to the procedure for reduction of outstanding Shares set forth in Section 10.3 hereof in order to maintain the constant net asset value per Share. Each Share of the Trust in Pools B & C shall be subject to redemption, pursuant to the calculation procedure for net asset value per Share for particular pool as set forth in Section 10.3.

6.5 Redemptions.

Payments by the Trust to Participants and the reduction of Shares resulting therefrom are for convenience referred to in this Indenture of Trust as "redemptions." Any and all allocated Shares may be redeemed at the option of the Participant whose beneficial interest hereunder is measured by such Shares, upon and subject to the terms and conditions provided in this Indenture of Trust. The Trust shall, upon application of any Participant, promptly redeem from such Participant allocated Shares for an amount per Share equivalent to the proportionate interest measured by each Share in the net assets of the Trust at the time of the redemption. The procedures for effecting 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, except as set forth in Sections 6.6 and 6.7, such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Trust by the redemption of Shares, and provided further that no early withdrawal or other penalty charges shall be imposed upon any Participant for the redemption of its shares or withdrawal of its funds from the Trust.

6.6 Suspension of Redemption; Postponement of Payment.

Each Participant, by its adoption of this Indenture 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 Shares for the whole or any part of any period:

(a) During which there shall have occurred any state of war, national emergency, act of God, banking moratorium or suspension of payments by banks in the State of Florida or any general suspension of trading or limitation of prices on the New York Stock Exchange or the American Stock Exchange (other than customary week-end and holiday closing); or

(b) During which any 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 Shares or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees 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 subsection (a) or in this subsection (b) 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 Shares, 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 a minimum of one (1) Share which may be redeemed at any one time at the option of a Participant.

6.8 Defective Redemption Requests.

In the event that a Participant shall submit a request for the redemption of a greater number of Shares than are then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Indenture of Trust, agrees that the Trustees shall have full and complete power to redeem an amount of the Shares allocated to such Participant, at a redemption price determined in accordance with Section 6.5 hereof, sufficient to

reimburses the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

ARTICLE VII Record of Shares

7.1 Share Register.

The Share 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 (including both a post office address for regular United States mail and a valid electronic mail address), (ii) the number of Shares representing their respective beneficial interests hereunder, and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares is recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to each officer or agent of the Trust as shall keep the Share 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 Share Register shall be kept by the Administrator which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Shares in the Share 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 Shares 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 Shares are allocated and shall only be entitled to the redemption value of such Shares. 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 Shares are allocated shall be deemed to be the Participant to which such Shares 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 Shares.

The beneficial interests represented by the shares shall not be transferable, 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 Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such Shares 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 Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

7.6 Notices.

Any and all notices to which Participants are hereunder entitled and any and all communications shall be deemed duly served or given if (a) mailed, postage prepaid, addressed to Participants of record at their last known post office addresses, or (b) sent by electronic mail addressed to the Participants of record at their last known electronic mail address, in each case as recorded in the Share Register provided for in Section 7.1 hereof.

ARTICLE VIII Participants

8.1 The Rights of Participants.

The rights of Participants as established in this Article shall be exercised by the Participant's representative, the Treasurer, as set forth in this Indenture of Trust. Each Participant, through its Treasurer, shall be entitled to one vote with respect to the following matters:

(a) Amendment of this Indenture of Trust or termination of the Trust as provided in Section 4.3 and Section 13.1 hereof;

(b) Election of Trustees; and

(c) The approval or disapproval of the annual report, as provided in Section 8.9. It shall not be necessary for any minimum number of Shares other than one (1) to be allocated to a Participant for the Participant to be entitled to vote. Participants may vote at either an annual or special meeting or without a meeting. A vote may be called by the Board of Participants at any time if at least 10% of the members thereof contact the Secretary of the Trust requesting a vote and stating the question to be voted on. Within twenty (20) days of the receipt of such request, the Board of Trustees shall cause a ballot to be sent to each Participant, setting forth the matter to be voted on and the manner in which such ballots should be executed and delivered. All votes of Participants shall be administered and the results thereof promptly certified in writing to the Participants and the Board of Trustees by the Secretary, or by such other person as the Participants may from time to time direct, in such a manner as to assure complete and accurate voting lists and vote counts and anonymity of votes.

8.2 Inspection of Records.

The records of the Trust shall be open to inspection by any Participant at all reasonable business hours.

8.3 Meetings and Votes of Participants.

(a) A meeting or a vote of the Board of Participants may be called at any time by the Trustees, or upon written request of at least 10% of the members of the Board of Participants filed with the Secretary of the Trust stating the purpose for the meeting or the matter to be voted upon. Any such meeting shall be held within the State of Florida at such place, on such day, and at such time as the Trustees shall designate, except that a meeting called by the Participants must be held within thirty (30) days after the qualifying request is made.

(b) A majority of the Participants entitled to vote at such meeting present in person or by proxy shall constitute a quorum at any annual or special meeting. For the purposes of this subsection

(c), Participants shall be deemed present in person or by proxy if they or their proxies are participating by conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear and communicate with each other.

8.4 Annual Meetings or Annual Votes.

Annual Meetings or Annual Votes of the Participants held without a meeting, shall be held within one hundred twenty (120) days after the completion of the Trust's first fiscal year and thereafter within one hundred twenty (120) days after the completion of each succeeding fiscal year of the Trust. The business transacted at such meetings, or

matters considered in such votes, shall include the election of Trustees and may include the transaction of such other business or consideration of such matters as Participants may be entitled to vote upon as provided in this Article VIII, or as the Trustees may determine.

8.5 Notice of Meetings and Votes.

Notice of all meetings of the Participants, stating the time, place and purposes of the meeting, and notice of any vote without a meeting, stating the purpose and method thereof, shall be given by the Trustees by mail or electronic mail to each Participant at its registered address, sent at least ten (10) days and not more than thirty (30) days before the meeting or the day by which votes must be cast. Only business stated in the notice of a meeting shall be considered at such meeting. Any adjourned meeting may be held as adjourned without further notice. Any notice required by any "open meeting," "sunshine" or similar law, whether now or hereafter in effect, shall also be given.

8.6 Record Date for Meetings and Votes.

For the purposes of determining the Participants that are entitled to vote or act at any meeting or any adjournment thereof, or who are entitled to participate in any vote, or for the purposes 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 or vote of Participants or other action as a record date for the determination of Participants entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as Participants of record for purposes of such other action. Any Participant which was a Participant at the time so fixed shall be entitled to vote at such meeting or any adjournment thereof, or to cast a ballot in such vote, even though it then had no Shares allocated to it or has since that date redeemed its Shares. No Participant becoming such after that date shall be so entitled to vote at such meeting or any adjournment thereof or to cast a ballot in such vote or to be treated as a Participant of record for purposes of such other action.

8.7 Proxies.

At any meeting of Participants, if permitted by applicable law, any Participant entitled to vote thereat may vote by proxy, provided that no proxy shall be voted at any meeting unless it shall have been placed on file with the Secretary of the Trust, or with such other officer or agent of the Trust as the Secretary of the Trust may direct, for verification prior to the time at which such vote shall be taken. Pursuant to a resolution of a majority of the Trustees, proxies may be solicited in the name of one or more of the officers of the Trust. All proxies shall be revocable at the option of the Participant.

8.8 Number of Votes.

Only Participants of record shall be entitled to vote. Each Participant shall be entitled to one vote without regard to the number of Shares allocated to it. A proxy purporting to be executed by or on behalf of a Participant shall be deemed valid unless challenged at or prior to its exercise, and the burden of proving invalidity shall rest on the challenger.

8.9 Reports.

The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets, liabilities, operations, changes in investments and earnings thereon, and 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. The Board of Participants shall review the annual report submitted by the Trustees. This review is to establish that the Trust is operating in compliance with the Indenture of Trust as set forth herein.

The approval or disapproval of the annual report, either in whole or in part, shall be by vote without a meeting. Results of the vote shall be reported to the Participants within thirty (30) days after the voting deadline. Any votes not submitted by the deadline will be counted as approval of the annual report. In addition, the Trustees shall furnish

to the Participants at least quarterly an interim report prepared in conformity with generally accepted accounting principles containing an unaudited balance sheet of the Trust as at the end of such quarterly period and statements showing details of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE IX Trustees and Officers

9.1 Number, Qualification and Succession of Trustees.

(a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as herein provided.

(b) The number of Trustees shall initially be three (3) and shall thereafter be fixed from time to time by resolution of a majority of the Board of Participants, provided, however, that the number of Trustees shall at no time be less than three (3) or more than fifteen (15). No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his term.

(c) The Trustees shall be natural persons. A majority of the authorized number of Trustees shall be members of the Board of Participants and thus a Treasurer of a Participant. The Board of Participants may elect one or more Non-Treasurer Trustees to serve on the Board of Trustees, but the number of Non-Treasurer Trustees serving on the Board of Trustees shall at all times be less than one-half (1/2) in number of the authorized number of Trustees. If any Trustee who was a Treasurer of a Participant at the time of election or appointment ceases to be a Treasurer of a Participant during his term as Trustee, he shall be deemed not to meet the requirements for office within the meaning of Section 9.3(a)(v) hereof.

(d) Except as provided by Section 9.2 hereof concerning the initial Trustees, Trustees shall be elected or appointed as provided in Section 9.4 hereof. No such election or appointment shall become effective, however, until the person elected or appointed qualifies for such office by delivering to the Secretary or Chairman of the Board of Trustees a writing signed by him (i) accepting such appointment, and (ii) agreeing to be bound by the terms of this Indenture of Trust. Qualification must be completed within twenty (20) days after such person is notified of his election or appointment, and failure to meet this requirement shall void the election or appointment.

(e) Whenever a vacancy in the number of Trustees shall occur until such vacancy is filled 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 Indenture of Trust.

(f) Upon the election or appointment and qualification of any person to the office of Trustee, the Trust Property shall vest in such new Trustee without necessity of any further act or conveyance.

(g) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Trust.

9.2 Organizational Trustees.

By the execution of this Indenture of Trust, the Initial Participants appoint the following as Trustees: Patrick McDaniel, Terry St. Cyr, Andy Barnes, Randy Beach, and John Drew.

9.3 Vacancies.

(a) A Trustee's office shall be deemed vacant upon the occurrence of any one of the following events:

(i) If for any reason a properly qualified person is not elected to such Trustee's office by the Participants at the Regular Election next preceding the expiration of the Trustee's term;

- (ii) If a person who was duly elected or appointed fails, neglects or refuses to qualify for office as required by subsection 9.1(d) hereof within twenty (20) days after the date he is notified of such election or appointment;
- (iii) If a person who was duly elected or appointed submits a written resignation to the Board of Trustees;
- (iv) If a person who was duly elected or appointed dies during his term of office;
- (v) If a person who was duly elected or appointed ceases to meet the requirements for the office of Trustee as set forth in Section 9.1 hereof;
- (vi) If a person who was duly elected or appointed is convicted of a felony or is or becomes the subject of an Order for Relief entered pursuant to the United States Bankruptcy Code;
- (vii) If a court of competent jurisdiction voids the election or appointment or removes a person duly elected or appointed for any cause whatsoever, but only after his right to appeal has been waived or otherwise exhausted; or
- (viii) If the person who was duly elected or appointed is removed from office pursuant to Section 9.5 hereof.

(b) No vacancy in the office of any Trustee shall operate to annul this Indenture of Trust or to revoke any existing agency created pursuant to the terms of this Indenture of Trust, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of a vacancy in the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance.

9.4 Election; Appointment; Term of Office.

(a) Trustees are elected for overlapping terms of three years by a majority vote of the Participants present and entitled to vote at an annual meeting or voting in an annual vote of Participants, herein called a "Regular Election." At any time the Board of Participants changes the number of Trustees it shall by the same action specify the number of three-year terms to be filled at the next Regular Election, but shall maintain as nearly equal as possible the number of three-year terms to be filled at each subsequent Regular Election. Trustees may succeed themselves in office.

(b) Any vacancy on the Board of Trustees may be filled by an appointee qualified under the terms of this Indenture of Trust selected by the remaining Trustees, but such appointment is valid only until the next Regular Election, at which time the vacancy for the then unexpired portion of the term is filled by the Participants.

(c) A Trustee remains in office until a vacancy occurs in his office as provided in Section 9.3 hereof, or until his successor is duly elected and qualifies for office as provided in Section 9.1(d) hereof, whichever shall first occur.

9.5 Resignation and Removal.

(a) Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him and delivered to the Chairman, the Vice Chairman or the Secretary, and such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.

(b) Any Trustee may be removed without cause by the Participants, or for good cause by action of two-thirds of the other Trustees.

(c) Upon ceasing to be a Trustee, such person shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

9.6 Officers and Advisors.

The Trustees shall annually designate a Chairman who shall be the Chief Executive Officer of the Trust and a Vice Chairman, who shall have such duties as the Trustees shall deem advisable and appropriate. The Trustees shall elect or appoint, from among their number or otherwise, a Treasurer and a Secretary, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the Chairman to appoint, 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 Chairman and Vice Chairman, may be held by the same person. The Treasurer, the Secretary, the Advisor, the Administrator, and Legal Counsel may attend meetings of the Trustees but, except in the case of a Treasurer or a Secretary who may be a member of the Board of Trustees, shall have no voting power.

9.7 By-Laws: Quorum of Trustees.

(a) The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Trust, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust. Notwithstanding the foregoing, absent adoption of By-Laws addressing the same, the Trustees may define the duties of the respective officers, agents, employees and representatives of the Trust, and such other matters regarding administration of the Trust not specifically addressed in this Indenture of Trust, by resolution of the Board of Trustees.

(b) A quorum for the purposes of any meeting or vote of the Trustees shall consist of a majority of the Trustees entitled to vote at a meeting of the Board of Trustees, which majority may include Non-Treasurer Trustees who number less than one-half (1/2) of the total number of Trustees included in such quorum. The intent of this provision is that the majority of any quorum of Trustees consist of Trustees who are Treasurers of the Participants.

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 Share of the Trust shall be determined once on each business day at 4:00 p.m. Eastern Time for the next business day, or such time as the Trustees by resolution 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 Advisor, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

10.2 Constant Net Asset Value; Reduction of Allocated Shares for Pool A.

(a) 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 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 manner, and with the result, that the net asset value per Share of the Trust shall remain at a constant dollar value of \$1.00 or integral of 1/100ths thereof. Any change in the constant dollar value shall be made on a pro rata basis by increasing or reducing the number of each Participant's shares. The general method used for the determination of the net income of the Trust and the crediting thereof proportionately to the respective accounts of the Participants shall be determined 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 Advisor, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate. Fluctuations in value will be reflected in the number of Shares allocated to each Participant. If there is a net loss, the Trustees will first offset such amount against income accrued to each Participant. To the extent that such a net loss would exceed such accrued income, subject to the last paragraph of Section 2.9 hereof, the Trustees will reduce the aggregate number of

the Trust's allocated Shares in an amount equal to the amount by which the net loss exceeds accrued income by having each Participant contribute to the Trust's corpus its pro rata portion of the total number of Shares required to be redeemed in order to permit the net asset value per Share of the Trust to be maintained at a constant dollar value. Each Participant will be deemed to have agreed to such contribution in these circumstances by its investment in the Trust and its adoption of this Indenture of Trust. The purpose of the foregoing procedure is to permit the net asset value per Share of the Trust to be maintained at a constant dollar value per Share.

(b) The Trustees may discontinue or amend the practice of attempting to maintain the net asset value per Share at a constant dollar amount at any time and such modification shall be evidenced by appropriate changes in the Information Statement as the same may be amended from time to time.

10.3 Net Asset Value (90 Day + Portfolio / 180 Day + Portfolio)

The price you pay for your shares is based on the pool's net asset value per share ("NAV"). The NAV is calculated at the close of trading (normally 4:00 p.m. ET) on each day the New York Stock Exchange is open for business. The Exchange is closed on weekends, most Federal holidays and Good Friday. The NAV is calculated by dividing the value of the Pool's total assets (including interest and dividends accrued but not yet received) minus liabilities (including accrued expenses) by the total number of shares outstanding.

The assets of each portfolio consist of publicly traded mutual funds (money market funds and bond funds). Each of the funds within the pool calculates the net asset value (price) daily and the NAV is made public by 4:00 p.m. ET. In the unlikely event the NAV of one or more funds is not available by 4:00 p.m. ET, the Advisor will use its best efforts to deliver a fair value price for each pool's securities and compute each pool's NAV therefrom.

Requests to purchase and sell shares are processed at the NAV next calculated after the transfer agent receives your order in proper form.

10.4 Supplementary Distributions to Participants.

In addition to redemptions made at the request of individual Participants pursuant to Section 6.5 hereof, the Trustees may from time to time also declare and make to the Participants, in proportion to their respective allocation of Shares, out of the earnings, profits or assets in the hands of the Trustees, such supplementary distributions as they may determine. The declaration and making of such supplementary distributions and the determination of earnings, profits, and other funds and assets available for supplemental distributions and other purposes shall lie wholly in the discretion of the Trustees and may be made at such time and in such manner as the Trustees may in their sole discretion from time to time determine. Any or all such supplementary distributions may be made among the Participants of record at the time of declaring a distribution or among the Participants of record at such other date as the Trustees shall determine.

10.5 Retained Reserves.

The Trustees may retain from the earnings of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants against contingent liabilities.

ARTICLE XI Custodian

11.1 Duties.

The Trustees shall employ a bank or trust company organized under the Laws of the United States of America as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in the By-Laws of the Trust or otherwise determined by resolution of the Board of Trustees, to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian must be a qualified public depository as provided in Section 280.02, Fla. Stat.

11.2 Appointment.

The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian Agreement may be terminated at any time without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Custodian.

11.3 Disbursement and Collection Agent.

The Trustees may also authorize the employment of a disbursement and collection agent from time to time to perform acts and services upon such terms and conditions, as may be agreed upon between the Custodian and said agent and approved by the Trustees; provided, however, that, in every case, such disbursement and collection agent shall be a bank or trust company duly organized under the laws of the United States of America or one of the states thereof and shall be a state designed qualified public depository.

11.4 Successors.

In the event that at any time the Custodian or the Disbursement and Collection Agent shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement or disbursement and Collection Agreement, the Trustees shall appoint a successor thereto.

ARTICLE XII
Recording of Indenture of Trust

12.1 Recording.

This Indenture of Trust and any amendment hereto shall be filed, registered, 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. Without limiting the generality of the foregoing, this Indenture of Trust will be filed with the applicable circuit court or courts pursuant to Section 163.01, Fla. Stat. and this Indenture of Trust shall be effective upon such filing. Each amendment so filed, recorded or lodged shall be accompanied by a Certificate signed and acknowledged by a Trustee 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 Indenture of Trust, containing or restating the original Indenture 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 Indenture of Trust and the various amendments thereto.

ARTICLES XIII
Amendments to Indenture of Trust and Permitted Investments List; Termination of Trust; Duration of Trust

13.1 Amendment to Indenture of Trust or Permitted Investments List. Termination.

(s) The provisions of this Indenture of Trust and the Permitted Investments List may be amended or altered, or the Trust may be terminated, by the affirmative vote of a majority of the Participants entitled to vote at any meeting of the Participants or pursuant to any vote of the Participants called for that purpose, except that the affirmative vote of two-thirds of the Participants entitled to vote shall be required to enact any amendment which would change any rights with respect to any allocated Shares 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. Substantive amendments to the limitations upon personal liability of the Participants and Trustees and to the prohibition of assessments upon Participants shall require the unanimous approval of all Participants entitled to vote. Notwithstanding the foregoing, after fifteen (15) days' prior written notice to the Participants, the Board of Trustees may amend or alter the provisions of the Indenture of Trust or the Permitted Investments List, without the vote or assent of the Participants,

to the extent deemed in good faith by the Board of Trustees to be necessary to conform this Indenture of Trust to the requirements of applicable laws or regulations or any interpretation thereof by a court or other governmental agency of competent jurisdiction. No liability shall attach to the Trustees, however, for any failure or refusal on their part to act pursuant to the power granted in this subsection (a).

(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 Indenture 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 principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Trustees entitled to vote thereon, and (iii) 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 may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(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 Indenture, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

13.2 Duration.

The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIII.

ARTICLE XIV Miscellaneous

14.1 Governing Law.

This Indenture of Trust is executed by the Initial Participants and delivered in the State of Florida 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 Florida (without regard to its conflicts of law rules).

14.2 Counterparts.

This Indenture 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.

14.3 Reliance by Third Parties.

Any certificate executed by an individual who according to the then current records of the Trust appears to be a Trustee, the Secretary or the Treasurer of the Trust, certifying to (a) the number or identity of Trustees or Participants, (b) the due authorization of the execution of any instrument or writing, (c) the results of any vote of Trustees or Participants, (d) the fact that the number of Trustees or Participants present at any meeting or executing

any written instrument satisfies the requirements of this Indenture of Trust, or (e) the form of any By-Laws adopted by, or the identity of any officers or any 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.

14.4 Provisions in Conflict with Law.

The provisions of this Indenture are severable, and if the Trustees shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or Florida Laws, those conflicting provisions shall be deemed never to have constituted a part of this Indenture of Trust; provided, however, that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Indenture 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.

14.5 Gender and 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 the Indenture 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 Indenture of Trust nor affect its meaning, construction or effect.

14.6 Adoption by Local Government Entities; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.

(a) Any Local Government Entity meeting the requirements of Section 1.2 hereof may become a Participant of this Trust by (i) taking all required official action to adopt and authorize the execution of this Indenture of Trust including, without limitation, adopting a written investment policy consistent with this Indenture of Trust and the Permitted Investments List or amending or modifying any existing written investment policy not consistent with this Indenture of Trust or the Permitted Investments List, and (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken. A copy of this Indenture of Trust may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section.

(b) By joining in or adopting this Indenture of Trust, each Participant agrees that it will maintain a written investment policy consistent with the provisions of this Indenture of Trust and the Permitted Investments List, as each of the same is amended from time to time.

(c) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the Chairman of the Trust and the Administrator and by requesting the redemption of all Shares then held by it or in accordance with any other procedure authorized by the Trustees or Board of Participants. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to amend this Indenture of Trust or terminate the existence of the Trust.

IN WITNESS WHEREOF, the undersigned Local Government Entities of the State of Florida acting in the capacity of Initial Participants of the Trust have executed this Indenture of Trust together with the Trustees as of the day first above written.

Signature page to
Indenture of Trust for
Florida Financial Investment Trust (Florida FIT)

INITIAL PARTICIPANTS

Panhandle Area Educational Consortium,
through its District of Record,
the Washington County School Board:



Dr. Sandra M. Cook, Superintendent
Washington County School Board

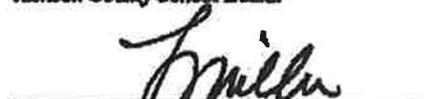


Verna Brock, Board Chairman
Washington County School Board

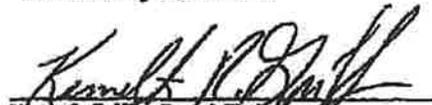


Patrick L. McDaniel, Executive Director
Panhandle Area Educational Consortium

Jackson County School Board:



Lee W. Miller, Superintendent
Jackson County School Board



Kenneth Griffin, Board Chairman
Jackson County School Board

WC58: 2/8/10

FILED
2009 MAY 14 P 12:56
CLERK OF DISTRICT COURT



FLORIDA Education
Investment Trust Fund

Florida Education Investment Trust Fund Signatory Public Agency Addendum

BY THESE PRESENTS, the undersigned certify that the Public Agency has taken action to become a Signatory Public Agency of the Florida Education Investment Trust Fund, solely for the purpose of establishing the Trust Agreement as an interlocal agreement as authorize Section 163.01, Florida Statutes.

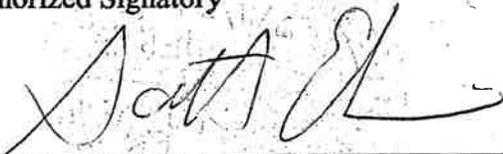
The approval and execution of this Addendum to the Trust Agreement shall neither require nor serve to obligate the Public Agency to invest funds in the Trust nor shall it be deemed to designate the Public Agency as a Participant in the investment programs of the Trust.

WHEREFORE, the Public Agency by these presents authorizes the Public Agency to be a Signatory Public Agency of the Florida Education Investment Trust Fund.

Dated this the 24 day of January, 2017.

Brevard County Board of County Commissioners
Name of Public Agency

By: 
Authorized Signatory

Attest: 



Trust Agreement

Revised and Restated February 2013

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TRUST AGREEMENT

FLORIDA EDUCATION INVESTMENT TRUST FUND

Revised and Restated February 2013

THIS AGREEMENT AND DECLARATION OF TRUST ("Trust Agreement"), initially dated December 3, 2009, and restated November 29, 2011, is made and entered into by and among the Florida School Boards Association, Inc. (hereinafter the "FSBA"), the Florida Association of District School Superintendents, Inc. (hereinafter "FADSS") and the School Boards or Public Agencies which have agreed to become Signatory Public Agencies by execution of the addenda hereto.

WITNESSETH:

WHEREAS, pursuant to Section 218.415, Florida Statutes, school boards and other units of local government are authorized to invest and reinvest public funds in excess of the amounts they require to meet current expense, in certain enumerated investments as authorized by a school district or other public agency by resolution and permitted by law, and, in addition, such units of local government are authorized to invest and reinvest such surplus public funds in an intergovernmental investment pool created pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (Section 163.01 et seq., Florida Statutes); and,

WHEREAS, Section 163.01, Florida Statutes, authorizes a political subdivision, agency, or officer of the State of Florida, including but not limited to state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under Section 163.01(7), Florida Statutes, or an independently elected county officer (each of the foregoing a "Public Agency"), to exercise jointly with any other similar Public Agency any power, privilege, or authority which such Public Agencies share in common and which each might exercise separately; and,

WHEREAS, Section 163.01, Florida Statutes, further authorizes such Public Agencies to enter into contracts in the form of interlocal agreements to accomplish such purposes; and,

WHEREAS, it is the intent of the Signatory Public Agencies to create an intergovernmental investment pool pursuant to Sections 163.01 and 218.415, Florida Statutes and that this Trust Agreement shall serve as the interlocal agreement for such purpose as authorized by Section 163.01, Florida Statutes; and,

WHEREAS, by resolutions duly adopted, the Signatory Public Agencies hereby create an

intergovernmental investment pool pursuant to this Trust Agreement which serves a governmental purpose for said Public Agencies and is therefore in the best interests of said Public Agencies, their officials, officers, and citizens in that such a program will offer diversified and professionally managed portfolios to meet investment needs, will result in economies of scale that would create greater purchasing powers, and will thereby lower the costs traditionally associated with the investment of the assets of said Public Agencies; and,

WHEREAS, each of the Signatory Public Agencies has duly undertaken all official actions necessary and appropriate to become a party to this Trust Agreement for the purpose of establishing it as an interlocal agreement; and,

WHEREAS, each of the Participants has duly undertaken all official actions necessary and appropriate to become a party to this Trust Agreement and to perform hereunder, including, without limitation, the establishment of written investment policies and the enactment of any resolutions or the undertaking of other actions required pursuant to Section 218.415, Florida Statutes or other applicable law and regulations; and,

WHEREAS, it is proposed that the beneficial interest in the assets of the trust fund created pursuant to the provisions of this Trust Agreement shall be divided into non-transferable shares of beneficial interest, which shall be evidenced by a share register maintained by the Trustees or their agent, or the Administrator; and,

WHEREAS, the Signatory Public Agencies anticipate that other school districts or other Public Agencies may wish to become Participants (as defined herein) by adopting this Trust Agreement and becoming a party hereto;

NOW, THEREFORE, the recitals set forth above are adopted and incorporated into this Trust Agreement. In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, now and hereafter added pursuant to the provisions herein, mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns that all monies, assets, securities, funds and property now or hereafter acquired by the Trustees, their successors and assigns under this Trust Agreement shall be held and managed in trust for the equal and proportionate benefit of the holders of record from time to time of shares of beneficial interest herein, without privilege, priority or distinction among such holders, and subject to the terms, covenants, conditions, purposes and provisions hereof as follows:

ARTICLE I – DEFINITIONS

For purposes of this Trust Agreement, the following terms shall have the meanings set forth herein:

(a) **“Administrator”** means the Plan Administrator as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility for administering the Plan or any aspects of it.

(b) **“Advisor”** means the Investment Advisor as constituted from time to time by agreement with the Trustees which has, or has been delegated, the responsibility to effect purchases,

sales, or exchanges of Trust property on behalf of the Trustees and to provide advice to the Trustees regarding the investment of Trust assets.

(c) **“Code”** means the Internal Revenue Code of 1986, as amended, and any regulations adopted pursuant thereto.

(d) **“Custodian”** means a qualified public depository as defined in Section 280.02(26), Florida Statutes, selected by the Trustees pursuant to a Custodian Agreement for the purpose of receiving and holding Trust assets.

(e) **“Financial Officer”** shall be the person designated by a Participant as the legal representative to the Trust for the school district or Public Agency and who shall be the person who is empowered to invest funds of the Participant.

(f) **“Fund”** or **“Trust Fund”** means all money and other property acceptable to the Trustees, contributed by the school districts or other Public Agencies pursuant to this Trust Agreement, all investments made therewith and proceeds thereof and all earnings and profits thereon less payments and expenses authorized in this Trust Agreement.

(g) **“Participant”** means a school district, a political subdivision of the state, or an instrumentality of a political subdivision or of the state authorized by Section 163.01, Florida Statutes to participate in an interlocal agreement (i.e., a “Public Agency”).

(h) **“Permitted Investments”** means those investments which the Trustees are authorized to place Trust Funds in as authorized by the Florida Education Investment Trust Fund Investment Policy and Guidelines as may be from time to time approved by the Participants.

(i) **“Public Agency”** means those entities described in Section 163.01(3)(b), Florida Statutes.

(j) **“Separate Account”** means a Separate Account established for a Participant under the Trust Agreement which is invested by the Trustees or the Investment Advisor appointed by the Trustees.

(k) **“Signatory Public Agency”** means a School District or Public Agency which has agreed to be a signatory to this Trust Agreement for the purpose of creating an interlocal agreement as authorized by Section 163.01, Florida Statutes. Such Signatory Public Agencies may, but are not required to be Participants in the investment programs created by the Trustees;

(l) **“Trustees”** means the persons or entities selected by the FSBA and FADSS to serve as Trustees pursuant to the terms of this Trust Agreement, or their successors.

ARTICLE II – CREATION OF TRUST

2.1 **Creation of Trust.** By these presents, a common law trust is hereby established by this Trust Agreement. The Trust shall be called the “Florida Education Investment Trust Fund” (the

"Trust"). 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 Trust Agreement, 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, or accountants of the Trustee, nor shall such term refer to the Signatory Public Agencies nor Participants. 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 Florida or the United States so as to protect and reserve the right of the Trust in and to such name.

2.2 Contributions to the Trust.

(a) All contributions that a Participant makes to be invested by the Trustees shall be paid and delivered to the Trustees to be held in the Trust Fund. The Trustees shall, and hereby agree to, hold such funds in trust, along with the income, appreciation or depreciation and expenses thereon, if any. Contributions to the Trust shall only be made by a Participant.

(b) All payments made by a Participant to the Trust, and all other money or property that lawfully becomes a part of the Trust Fund, together with the income, appreciation or depreciation and expenses, if any, therefrom, shall be held, managed and administered in trust, pursuant to the terms of this Trust Agreement. The Trustees accept this Trust and agree to perform the duties, responsibilities and obligations under this Trust Agreement allocated to them as fiduciaries.

2.3 Valuation and Allocation – Commingled Funds and Separate Accounts. The Trustees shall hold the Trust Fund as a commingled fund or commingled funds in which each separate Participant shall be deemed to have a proportionate undivided interest in the fund or funds in which it participates and such commingled fund or funds may be invested, administered, managed and otherwise dealt with hereunder as a commingled fund. Further, the Trustees, or their Designee, shall create and maintain a Separate Account for each Participant based upon information provided by the Participant and as communicated to the Trustees. Such Separate Accounts shall be maintained on the books and records of the Trustees and are for accounting and recordkeeping purposes only and, except as otherwise specifically provided herein, do not require a segregation of Trust assets to each account nor do they restrict the Trustees or Investment Advisor with respect to the investment of Trust assets which may be commingled as a single fund. Further, such records maintained by the Trustees, or their Designee, shall be adequate to disclose the interest in the Trust of each Participant and shall be available to a Participant for inspection.

(a) The Trust shall be allocated among Separate Accounts. Notwithstanding the foregoing paragraph, each fund or asset of the Trust that is identified by the Trustees, or their Designee, as allocable to a particular Participant (i.e., an "identified fund" or "identified asset"), as well as the income, appreciation or depreciation and expenses attributable to any particular Separate Account or to an identified asset thereof, shall be allocated or charged to that Separate Account.

(b) Contributions to and distributions from the Trust shall be allocated and charged to each Participant Separate Member Account to which they relate.

(c) Upon the direction of a Participant, or by a person entitled to such information under the applicable state laws, if any, the Trustees, or their Designee, shall periodically determine the value of each Separate Account on such basis as the Trustees determine appropriate in their judgment and discretion (considering the value of Trust assets and property allocated to each Separate Account, including contributions and distributions, income, appreciation or depreciation and expenses attributable to each Separate Account). The Trustees, or their Designee, shall render a statement thereof to the Participant, or such person who is entitled to such information under the applicable state laws, if any, within such time, in such format and containing such information as may be agreed upon between the Participant and the Trustees after each valuation date. The Trustees shall ensure that all documents which underlie such statements are available for inspection by Participants.

(d) Asset valuation shall be conducted in accordance with the standards set forth in Section 736.08135, Florida Statutes, or in the manner prescribed in any successor to such section of law.

2.4 Trustees' Duties. The Trustees shall not have the right and shall not be subject to any duty to demand or collect contributions from the Participants, or from any other person or entity, or to enforce or attempt to enforce any agreement that may be considered to require contributions to this Trust. The Trustees only shall be accountable for transfers and contributions made to the Trust Fund in accordance with the terms of this Trust Agreement.

The powers, rights, and obligations of the Trustees shall be established and governed solely by this Agreement.

2.5 Qualification of Trust. This Trust is intended to be exempt from income tax pursuant to Section 115 of the Internal Revenue Code, as amended, and shall be construed and operated in all respects consistently with that intention. The Trustees shall take no action which would adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, may demand assurances satisfactory to them that any action which they are directed to take will not adversely affect the tax-exempt status of the Trust. The Trustees, or their Designee, shall take any and all actions necessary to ensure that the Trust obtains all appropriate qualifications and determination, to the extent necessary, that it is and continues to be exempt from income tax under Section 115 of the Internal Revenue Code, as amended.

2.6 Purpose; Participant Requirements; Changes of Incumbency.

(a) The purpose of the Trust is to provide a surplus funds trust fund in accordance with Florida law permitting school districts and other Public Agencies to pool monies they have available in their treasuries, which is not immediately required to be disbursed, with the same such monies in the treasuries of other school districts or Public Agencies, in order to take advantage of investments and maximize net interest earnings in accordance with, and as permitted by, the provisions of Sections 218.415 and 163.01, Florida Statutes or other laws of the State of Florida, from time to time in effect, governing the investment of monies of a school district or other Public Agency, and as extensively as allowed by law. No Participant shall be required to appropriate any

funds or levy any taxes to establish or contribute to this Trust. The Board of Trustees may provide for the payment or repayment of any establishment expenses from the earnings of the Trust.

(b) Only those school districts or other Public Agencies which adopt this Trust Agreement and have complied with the provisions of this section may become Participants. The Financial Officer empowered to invest funds of each school district or Public Agency or such other person designated by the Participant to serve in such capacity (such representative shall be referred to herein as the "Financial Officer"), shall be the legal representative to act for and on behalf of such school district or Public Agency for purposes of this Trust Agreement.

(c) Each school district or Public Agency adopting this Trust Agreement, and otherwise complying with the provisions hereof, shall become a Participant only upon depositing into the Trust the minimum total investment as that amount is established from time to time by the Trustees. Initially, and until changed by affirmative action of the Trustees, the minimum total investment shall be ten thousand dollars (\$10,000.00) for each account. Whenever the balance in a Participant's account is less than the minimum established by the Trustees, the Trustees may redeem the shares and close the account; provided that thirty days' (30) prior notice shall be given to such Participant and redemption shall only be permitted if the Participant has not restored the balance in the account to the minimum amount established, prior to the expiration of such thirty (30) day period which begins with the date of such notice. If the Trustees change the minimum total investment to an amount greater than the investment of any Participant at the time that such change becomes effective, the investment of such Participant shall not be redeemed without such Participant's consent.

(d) In the event that a Financial Officer of a school district or Public Agency shall become disabled, die, resign, or be removed from office, or the office shall otherwise become vacant, or such Financial Officer shall no longer be authorized to act on behalf of such Participant as a Financial Officer, any funds placed in the Trust by such Financial Officer shall be held hereunder for the benefit of the school district or Public Agency for which he or she was acting at the time the vacancy or termination of authority occurred. Any Financial Officer assuming office, either to fill a vacancy in such office or to begin a new term following the expiration of the term in office of his or her predecessor, or otherwise becoming authorized to act as Financial Officer on behalf of such Participant, shall become the succeeding legal representative of the school district or Public Agency by filing written notification of such with the Trustees in a form acceptable to the Trustees.

2.7 Location. The Trust shall maintain an office of record in the State of Florida and may maintain such other offices or places of business as the Trustees may, from time to time determine. The initial office of record of the Trust shall be: Florida Education Investment Trust Fund, in care of the Florida School Boards Association, Inc., 203 South Monroe Street, Tallahassee, Florida 32301. 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.

2.8 Trustees; Signatory Public Agencies and Participants. No Signatory Public Agency or Participant, nor any of its officers, employees, agents or representatives shall have any liability under this Trust Agreement as a result of service by its superintendent or one of its school board members on the Board of Trustees.

ARTICLE III - TRUST OPERATIONS

3.1 Powers of the Board of Trustees. Subject to the rights of the Participants as provided herein, the Trustees shall be the investment officer of the Trust and shall have authority over the Trust Property and the affairs of the Trust to administer the operation of the Trust, subject to the requirements and restrictions of this Trust Agreement. The Trustees may do and perform such acts and things as in their judgment and discretion, subject to the requirements and restrictions of this Trust Agreement, as are necessary and proper for conducting the affairs of the Trust or promoting the interest 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 Trust Agreement. Such powers of the Trustees may be exercised without the necessity of any order of, or resort to, any court.

3.2 Permitted Investments. The Trustees shall have the following investment powers:

(a) To conduct, operate and provide an investment program for the pooling of surplus funds of a school district or Public Agency to take advantage of investments and to maximize net interest earnings in Permitted Investments described in the Florida Education Investment Trust Fund Investment Policy and Guidelines as may be modified from time to time upon prior notice being provided to the Participants;

(b) For such consideration as they may deem proper and as may be required by law, to subscribe for, invest in, assign, transfer, exchange, distribute and otherwise deal in or dispose of Permitted Investments; and

(c) To contract for, and enter into agreements with respect to, the purchase and sale of Permitted Investments.

3.3 Legal Title.

(a) Legal title to all of the Trust Property shall be vested in the Trustees on behalf of the Participants, who shall be the beneficial owners except that the Trustees shall have full and complete power to cause legal title to any Trust Property to be held, on behalf of the Participants, by or in the name of the Trust, or 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 in accordance with the standards and practices authorized by Sections 736.0801 through 736.0804 and 736.0807 through 736.08135, Florida Statutes, or the any successors to such statutes.

(b) 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 selection and qualification without any further act. Upon the resignation, disability, removal, adjudication as an incompetent, or death of a Trustee, he or she (and in the event of his or her death, his or her estate) 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.

3.4 Disposition of Assets. 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 trusts and 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 including giving consents and making contracts relating to Trust Property or its use.

3.5 Taxes. The Trustees shall have full and complete power:

(a) 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;

(b) To dispute, settle and compromise tax liabilities; and

(c) 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.

3.6 Rights as Holders of Trust Property. The Trustees shall have full and complete power to exercise on behalf of the Participants 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 corpus 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.

3.7 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 the 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) or to officers, employees or agents of the Trust (including, without limitation, the Administrator, the Advisor 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.

3.8 Collection Powers. The Trustees shall have full and complete power:

(a) To collect, sue for, receive and receipt for all sums of money or other property due to the Trust including, without limitation, the power to file proofs of claim in any bankruptcy or insolvency matter;

(b) To consent to extensions of the time for payment, or to the renewal of any securities, investments or obligations;

(c) 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;

(d) 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;

(e) To exercise any power of sale held by the Trustees, and to convey good title thereunder free of any and all trusts, and in connection with any such foreclosure or sale, to purchase or otherwise acquire title to any property;

(f) 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;

(g) 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;

(h) To extend the time (with or without security) for payment or delivery of any debts or property and to execute and enter into releases, agreements and other instruments; and

(i) To pay or satisfy any debts or claims upon any evidence that the Trustees shall deem sufficient.

3.9 Powers: Payment of Expenses. The Trustees shall have full and complete power:

(a) To incur and pay charges or expenses which in the opinion of the Trustees are necessary or incidental to or proper for the carrying out any of the purposes of this Trust Agreement;

(b) To reimburse others for the payment therefore; and

(c) 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. In addition to lawful compensation, 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.

Notwithstanding any provision of this Trust Agreement to the contrary, in no event shall any expenses of administration of the Trust be payable from any source other than income received from the earnings of the Trust.

3.10 Borrowing and Indebtedness. The Trustees shall not incur indebtedness on behalf of the Trust, or authorize the Trust to borrow money or incur indebtedness, except as expressly provided in Section 5.2(b) of this Trust Agreement.

3.11 Deposits. The Trustees shall have full and complete power to deposit, in such a manner as may now and hereafter be permitted by this Trust Agreement or applicable law, any 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 deposits will draw interest. Such deposits 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 which the monies, investments, or securities have been deposited. Each such bank, trust company or other banking institution shall comply, with respect to such deposit, with all applicable requirements of all applicable laws including, without limitation, Chapter 280, Florida Statutes.

3.12 Valuation.

The Trustees shall have full and complete power to conclusively determine in good faith the value of any of the Trust Property and to revalue the Trust Property as the Trustees deem appropriate consistent with the provisions of this Trust Agreement.

3.13 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, the fiscal year of the Trust shall terminate on June 30 and commence on July 1 of each calendar year.

3.14 Self-Dealing Prohibited.

(a) No Trustee, officer, employee or agent of the Trust shall cause or permit the Trust to make any investment or deposit, enter into any contract or other arrangement, or perform any act which confers or might reasonably be expected to confer any special benefit upon such person or any Affiliate of such person. The Trustees and any reviewing court should be guided by the provisions set for in the Code of Ethics for Public Officers and Employees (as set forth in Sections 112.313, 112.3143 and 112.3135, Florida Statutes, as may be amended from time to time) in construing whether actions undertaken improperly confer any special benefits.

(b) The Trust shall not enter into any investment transaction with any Affiliate of the Trust, or with the Advisor or the Administrator or any Affiliate thereof, or with any other officer, director, employee or agent of the Trust or any Affiliate thereof. Provided, however, the Trust may purchase and sell Permitted Investments from and to the Custodian or an Affiliate of the Custodian.

3.15 Investment Program. The Trustees shall use their best efforts to obtain, through the Advisor or other qualified persons, a continuing and suitable investment program, consistent with the investment policies and objectives of the Trust, and the Trustees shall be responsible for

reviewing and approving or rejecting the investment program presented by the Advisor or such other persons. Subject to the provisions of this Trust Agreement, the Trustees may delegate functions arising under this Section 3.15 to one or more of their number or to the Advisor.

3.16 Power to Contract, Appoint, Retain and Employ.

Subject to the provisions of this Trust Agreement, the Trustees shall have full and complete power to appoint, employ, retain, or contract with any person of suitable qualifications and high repute to perform any or all of the following functions under the supervision of the Trustees:

(a) Serve as the Trust's investment advisor and consultant in connection with policy decisions made by the Trustees;

(b) Serve as the Trust's administrator or co-administrators;

(c) Furnish reports to the Trustees and provide research, economic and statistical data in connection with the Trust's investments;

(d) Act as consultants, accountants, technical advisors, attorneys, brokers, underwriters, corporate fiduciaries, escrow agents, depositaries, custodians or agents for collection, insurers or insurance agents, registrars for Shares or in any other capacity deemed by the Trustees to be necessary or desirable;

(e) Investigate, select, and, on behalf of the Trust, conduct or engage others to manage relations with persons acting in such capacities and pay appropriate fees to, and enter into appropriate contacts 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;

(f) Substitute any other person possessing the same minimum qualifications for any such person, such replacement to be made in the same manner as the original selection;

(g) 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

(h) Assist in the performance of such ministerial functions necessary in the management of the Trust as may be agreed upon with Trustees.

3.17 Indemnification. 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, to such extent as the Trustees shall determine in accordance with law. The Trust is authorized to purchase insurance to provide such indemnification.

3.18 Remedies. Notwithstanding any provision in this Trust Agreement, 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.

3.19 Further Powers. The Trustees shall have full and complete power to take all actions, do all such matters and things and execute all such agreements, documents and 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. 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 Trust Agreement, the presumption shall be in favor of a grant of power to the Trustees. No provision in this Trust Agreement, however, may be interpreted or construed in a manner which alters or reduces the duties of the Trustees to act as fiduciaries of the Trust. The Trustees shall not be required to obtain any court order to deal with the Trust Property.

3.20 Sovereign Immunity. The Signatory Public Agencies and Participants consist of school districts or Public Agencies and, as such, they may be entitled to the benefits of sovereign immunity provided by Section 13, Art. X of the Florida Constitution and the laws of the State of Florida ("Sovereign Immunity"). Nothing contained in this Trust Agreement, whether by action or provisions hereof, shall constitute a waiver by a Signatory Public Agency or a Participant of any of the benefits of Sovereign Immunity. By way of example, and not by limitation, the participation of any Signatory Public Agency or Participant (or any Signatory Public Agency's or Participant's officer, employee, agent or representative) on the Board of Trustees or in any action, determination, or vote under this Trust Agreement, shall not effect a waiver of any of the benefits of Sovereign Immunity.

ARTICLE IV- INVESTMENT ADVISOR AND ADMINISTRATOR

4.1 Appointment. The Trustees are responsible for implementing the investment policy and program of the Trust and for supervising the officers, agents, employees, investment advisors, administrators, distributors, and independent contractors of the Trust. The Trustees are not 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 an Investment Advisor (herein "Advisor") and an Administrator, and may grant or delegate such authority to the Advisor and the Administrator or to any other Person whose services are obtained by the Advisor or the Administrator, as the Trustees may, in their sole discretion, deem to be necessary or desirable for the efficient management of the Trust, without regard to whether such authority is normally granted or delegated by Trustees or other fiduciaries.

4.2 Duties of the Advisor. The duties of the Advisor shall be those set forth in an Investment Advisory Agreement to be entered into between the Trust and the Advisor. Such duties may be modified by the Trustees, from time to time, by the amendment of the Investment Advisory Agreement subject to the limitations contained therein. Subject to the terms of this Trust Agreement, the Trustees may authorize the Advisor to effect purchases, sales, or exchanges of Trust Property on behalf of the Trustees or may authorize any officer, employee, agent or Trustee to

effect such purchases, sales, or exchanges pursuant to recommendations of the Advisor, all without further action by the Trustees. Any and all of such purchases, sales, and exchanges shall be deemed to be authorized by all the Trustees. The Investment Advisory Agreement may authorize the Advisor to employ other persons to assist it in the performance of its duties. The Investment Advisory Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Advisor. Nothing in this Trust Agreement or in the Investment Advisory Agreement shall limit or impair the right of the Trustees to terminate the said Investment Advisory Agreement for cause, or to suspend the authority of the Advisor to act for or on behalf of the Trust immediately upon written notice to the Advisor, upon a showing of reasonable cause to believe that the Advisor has committed a material breach of the Investment Advisory Agreement or any of its fiduciary obligations to the Trust.

4.3 Duties of the Administrator. The duties of the Administrator shall be those set forth in an 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. The Administration Agreement may authorize the Administrator to employ other persons to assist it in the performance of its duties. The Administration Agreement shall provide that it may be terminated without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Administrator. Nothing in this Trust Agreement or in the Administration Agreement shall limit or impair the right of the Trustees to terminate the said Administration Agreement for cause, or to suspend the authority of the Administrator to act for or on behalf of the Trust immediately upon written notice to the Administrator, upon a showing of reasonable cause to believe that the Administrator has committed a material breach of the Administration Agreement or any of its fiduciary obligations to the Trust.

4.4 Successors. In the event that, at any time, the position of Advisor or of Administrator shall become vacant for any reason, the Trustees may appoint, employ or contract with a successor Advisor or Administrator.

ARTICLE V - INVESTMENTS

5.1 Statement of Investment Policy and Objective. Subject to the prohibitions and restrictions contained in Section 5.2 hereof, the general investment policy and objective of the Trustees shall be to provide to the Participants of the Trust safety of capital, liquidity of funds, and investment income, in that order, by investing in Permitted Investments in accordance with this Trust Agreement and any other applicable provisions of law, as the same may be amended from time to time.

5.2 Restrictions Fundamental to the Trust. Notwithstanding anything in this Trust Agreement which may be deemed to authorize the contrary, the Trust:

(a) May not make any investment other than investments authorized by this Trust Agreement and the Permitted Investments list, as the same may be amended from time to time. In the event of any such amendment, the Participants shall be provided with advance notice of the proposed change through posting on the website to be established by the Trust;

(b) May not borrow money or incur indebtedness, whether or not the proceeds thereof

are intended to be used to purchase Permitted Investments, except as a temporary measure to facilitate withdrawal requests which might otherwise require unscheduled dispositions of portfolio investments, and only as and to the extent permitted by law;

(c) May not make loans, provided that the Trust may make Permitted Investments (which may include securities lending);

(d) May not hold or provide for the custody of any Trust Property in a manner not authorized by law or by any institution or person not authorized by law; and

(e) May not purchase securities or shares of investment companies or any entities similar to the Trust.

5.3 Amendment of Restrictions. The restrictions set forth in Section 5.2 hereof are fundamental to the operation and activities of the Trust and may not be changed without the consent of a majority of the Participants, except that such restrictions may be changed by the Trustees so as to make them more restrictive when necessary to conform the investment program and activities of the Trust to the laws of the State of Florida and the United States as they may from time to time be amended.

ARTICLE VI - LIMITATIONS OF LIABILITY

6.1 Liability to Third Persons. No Participant shall be subject to any personal liability whatsoever, in tort, contract or otherwise to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust; and no Trustee, officer, employee or agent (including without limitation, the Advisor, the Administrator, and the Custodian) of the Trust shall be subject to any personal liability whatsoever in tort, contract or otherwise, to any person or persons other than the Trust in connection with Trust Property or the affairs of the Trust, except that each shall be liable for its, his or her bad faith, willful misconduct, gross negligence or reckless disregard of its, his or her duties or for its, his or her failure to act in good faith in the reasonable belief that its, his or her action was in the best interests of the Trust, and except that the Advisor and the Administrator shall each have liability for its, his or her willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Trust Agreement. All Persons other than the Trust shall look solely to the Trust Property for satisfaction of claims of any nature arising in connection with the affairs of the Trust. If any Participant, Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust is made a party to any suit or proceedings to assert or enforce any such liability, it, he or she shall not on account thereof be held to any personal liability. Provided, further, that notwithstanding anything in the foregoing to the contrary, any vendor, advisor, consultant, administrator, etc., employed by or under contract with the Trust, shall be responsible to the Trust and its Participants as intended beneficiaries, to perform in accordance with the standards imposed in a contract with such party, by operation of law, and specifically as provided by Section 736.0807, Florida Statutes, or by any successor to such section.

6.2 Liability to the Trust or to the Participants. No Trustee, officer, employee or agent (including, without limitation, the Advisor, the Administrator 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 Advisor, the Administrator, 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 its, his or her own bad faith, willful misfeasance, gross negligence or reckless disregard of its, his or her duties, and except that the Advisor shall have liability for the willful or negligent failure to take reasonable measures to restrict investments of Trust Property to those permitted by law and this Trust Agreement; *provided, however*, that the provisions of this Section 6.2 shall not limit the liability of any agent (including, without limitation, the Advisor, the Administrator, and the Custodian) of the Trust with respect to breaches by it of a contract between it and the Trust.

6.3 Indemnification.

(a) As used in this Section 6.3:

(1) "Trust Representative" means an individual who is or was a Trustee, officer, employee, or agent (including without limitation the Advisor, the Administrator, and the Custodian).

(2) "Expenses" includes attorney fees.

(3) "Liability" means the obligation to pay a judgment, settlement, penalty, fine, or reasonable expense incurred with respect to a proceeding.

(4) "Party" includes an individual who was, is, or is threatened to be named a defendant or respondent in a proceeding.

(5) "Proceeding" means any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal.

(b) Except as provided in subsection (c) hereof, the Trust shall, to the extent of income or earnings of the Trust, indemnify against liability incurred in any proceeding by an individual made a party to the proceeding because of his status as a Trust Representative if he or she conducted him or herself in good faith, and (i) he or she reasonably believed that his or her conduct was in the Trust's best interests or, (ii) in the case of a criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

(c) In no event may the Trust indemnify the Advisor or the Administrator for expenses or liability arising out of any willful or negligent violation by either of them of the restrictions on investments of the Trust Property. Further, the Trust shall not indemnify any Trust Representative under this Section either (i) in connection with a proceeding by or in the right of the Trust in which the Trust Representative was adjudged liable to the Trust, or (ii) in connection with any proceeding charging improper personal benefit to him or her, in which such person was adjudged liable on the basis that personal benefit was improperly received by him or her in connection with a proceeding by or in the right of the Trust. Indemnification is in all cases limited to reasonable expenses incurred.

(d) Except as provided in subsection (c) of this Section, the termination of any proceeding by judgment, order, settlement, or conviction, or upon a plea of *nolo contendere* or its equivalent, is not of itself determinative that the individual did not meet the standard of conduct set forth in subsection (b) of this Section.

(e) No indemnification shall be made unless and until a specific determination has been made that indemnification is authorized under this Section 6.3. Such determination shall be made by the Board of Trustees by a majority vote of a quorum, which quorum shall consist of Trustees not parties to the proceeding. If such quorum cannot be obtained, the determination shall be made by a majority vote of a committee of Trustees designated by the Board of Trustees, which committee shall consist of two or more Trustees not party to the proceeding. Trustees who are parties to the proceeding may participate in designating Trustees for the committee. If the said quorum cannot be obtained or the committee cannot be established, or if such quorum is obtained or committee is designated and such quorum or committee so directs, the determination may be made by independent legal counsel selected by a vote of the Board of Trustees or the committee as specified above. If independent counsel determines that indemnification is required under this Section, authorization of indemnification and evaluation as to reasonableness of expenses shall be made by the body that selected such counsel.

(f) The Trust may pay for or reimburse the reasonable expenses incurred by a Trust Representative who is a party to a proceeding in advance of final disposition thereof if (i) the Trust Representative furnishes the Trust a written affirmation of his good faith belief that he or she has met the standard of conduct described in subsection (b) of this Section and a written undertaking executed personally to repay the advance if it is ultimately determined that indemnification is not authorized under this Section, and (ii) it is determined as provided in subsection (e) above that the facts then known would not preclude indemnification under this Section.

(g) Any indemnification of or advance of expenses to a Trust Representative pursuant to this Section shall be reported in writing to the Participants as soon as practicable, if such indemnification of or advance of expenses arises out of a proceeding by or on behalf of the Trust.

(h) No Trust Representative entitled to indemnification may take or be paid the same except out of the earnings of the Trust, and no Participant shall be personally liable to any such Trust Representative for all or any portion of such indemnity.

6.4 Surety Bonds. The Board of Trustees shall require the Trustees, the Advisor, the Administrator, any Custodian, the Auditor, and any other agent of the Trust deemed by the Trustees appropriate, to give such surety and other bonds as the Board of Trustees from time to time determines are necessary to protect the Trust. The cost of any and all such bonds shall be paid as an expense of administration of the Trust. Such bonds shall be underwritten by companies rated in the highest tier by a nationally recognized rating agency.

6.5 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.

6.6 Representative Capacity; 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 Trust Agreement or in his or her capacity as an officer, employee or agent of the Trust. Any written instrument creating an obligation of the Trust shall refer to this Trust Agreement and shall contain a recital to the effect that the obligations thereunder 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 6.6 shall not operate to impose personal liability on any of the Trustees, Participants, officers, employees or agents of the Trust, or to void any obligations created in the instrument.

6.7 Reliance on Experts. Each Trustee and each officer of the Trust shall, in the performance of his or her 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 Advisor, the Administrator, the Custodian, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees or officers of the Trust.

6.8 Insurance. The Trustees shall obtain general and official liability and property damage insurance and errors and omission insurance for the protection of the Trust Property and the Trustees, Treasurers, Participants, officers, auditors, employees and agents of the Trust in the operation and conduct of the Trust in such amounts as the Board of Trustees deems adequate to ensure against all claims and liabilities of every nature, to the extent such insurance may be available at reasonable rates.

ARTICLE VII - INTERESTS OF PARTICIPANTS

7.1 General. The beneficial interests of the Participants hereunder in the Trust Property and the earnings thereon shall, for convenience of reference, be divided into Shares, which shall be used as units to measure the proportionate allocation to the respective Participants of the beneficial interests hereunder. The number of Shares that may be used to measure and represent the proportionate allocation of beneficial interests among the Participants is unlimited. All Shares shall be of one class representing equal distribution, liquidation and other rights. The beneficial interest hereunder measured by the Shares 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 herein described are vested in the Trustees on behalf, and for the beneficial interest, of all of the Participants, and the Participants shall have no individual interest therein other than the beneficial interest conferred hereby and measured by their Shares, 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 Shares to them, except as expressly provided in this Trust Agreement. Provided, further, that this

provision shall not be interpreted or construed to modify or limit any of the rights of Participants expressed anywhere else in this Trust Agreement or as provided by law.

7.2 Allocation of Investment Accounts.

(a) The Trustees in their discretion may from time to time allocate monies, in addition to the then allocated investment values, to the Participants in such amount and in such type of consideration (including, without limitation, income from the investment of Trust Property), at such time or times (including, without limitation, each business day), and on such terms as the Trustees may deem best.

(b) Monies may be allocated only to a school district or Public Agency that has become a Participant of the Trust in accordance with the terms of this Trust Agreement. A Participant may establish more than one account within the Trust for such Participant's convenience.

(c) Unless otherwise determined by the Trustees pursuant to the Trust Agreement, the minimum amount of funds which may be maintained in an account in the Trust by a Participant at any one time shall be ten thousand dollars (\$10,000.00).

7.3 Evidence of Investment. Evidence of each Participant's investment shall be reflected in a Share Register maintained by or on behalf of the Trust, and the Trust shall not be required to issue certificates as evidence of Share allocation. The Trustees shall use their best efforts to make the Share Register available for review by Participants on a website to be established by the Trust.

7.4 Redemptions. Payments by the Trust to Participants are for convenience referred to in this Trust Agreement as "redemptions." Any and all of a Participant's investment may be redeemed at the option of the Participant upon and subject to the terms and conditions provided in this Trust Agreement. The Trust shall, upon application of any Participant, promptly redeem such Participant's investment equivalent to the proportionate interest in the net assets of the Trust at the time of the redemption. The procedures for effecting 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*, except as set forth in Sections 7.5, 7.6 and 7.7, such procedures shall not be structured so as to substantially and materially restrict the ability of the Participants to withdraw funds from the Trust by the redemption of a Participant's investment, and *provided further* that no early withdrawal or other penalty charges shall be imposed upon any Participant for the redemption or withdrawal of its funds from the Trust. In the event of any disagreement between a Participant and the Trust regarding the amount of the distribution upon redemption by a Participant, the Trust's accountant shall be deemed the final arbitrator of such dispute and shall provide the Trustees and the Participant with documents disclosing the method of calculating the amount distributed.

7.5 Suspension of Redemption; Postponement of Payment. Each Participant, by its adoption of this Trust Agreement, 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 withdrawal of funds from the Trust for the whole or any part of any period;

(a) During which there shall have occurred any state of war, national emergency, act of

God, banking moratorium or suspension of payments by banks in the State of Florida or any general suspension of trading or limitation of prices on the New York Stock Exchange or the American Stock Exchange (other than customary week-end and holiday closing); or

(b) During which any 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 or the accrued interest and earnings thereon. Such suspension or payment shall take effect at such time as the Trustees 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 subsection (a) or in this subsection (b) 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 to a Participant, 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.

7.6 Defective Redemption Requests. In the event that a Participant shall submit a request for the redemption of a greater amount than is then allocated to such Participant, such request shall not be honored and, each Participant, by its adoption of this Trust Agreement, agrees that the Trustees shall have full and complete power to redeem no more than the proportionate amount allocated to such Participant, at a redemption price determined in accordance with Section 7.4 hereof, sufficient to reimburse the Trust for any fees, expenses, costs or penalties actually incurred by the Trust as a result of such defective redemption request.

ARTICLE VIII - RECORD OF SHARES

8.1 Share Register. The Share 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 (including both a post office address for regular United States mail and a valid electronic mail address), (ii) the number of Shares representing their respective beneficial interests hereunder, and (iii) a record of all allocations and redemptions thereof. Such Share Register shall be conclusive as to the identity of the Participants to which the Shares are allocated. Only Participants whose allocation of Shares are recorded on such Share Register shall be entitled to receive distributions with respect to Shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interest hereunder represented by the Shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it as herein provided, until it has given its appropriate address to such officer or agent of the Trust who shall keep the Share Register for entry thereon.

8.2 Registrar. The Trustees shall have full and complete power to employ a registrar. Unless otherwise determined by the Trustees the Share Register shall be kept by the Administrator which shall serve as the registrar for the Trust. The registrar shall record the original allocations of Shares in the Share 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.

8.3 Owner of Record. No Person becoming entitled to any Shares 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 Shares are allocated and shall only be entitled to the redemption value of such Shares. 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 Shares are allocated shall be deemed to be the Participant to which such Shares 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.

8.4 No Transfers of Shares. The beneficial interests measured by the shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption.

8.5 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 Shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such Shares 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 Shares are allocated. The receipt of the Participant in whose name any Share is recorded or of the duly authorized agent of such Participant shall be a sufficient discharge for all moneys payable or deliverable in respect of such Shares and from all liability to see to the proper application thereof.

8.6 Notices. Any and all notices to which Participants are hereunder entitled and any and all communications shall be deemed duly served or given if (a) mailed, postage prepaid, addressed to Participants of record at their last known post office addresses, or (b) sent by electronic mail addressed to the Participants of record at their last known electronic mail address, in each case as recorded in the Share Register provided for in Section 8.1 hereof. Copies of such notices shall be provided to the Financial Officer, Superintendent and School Board Chairperson of all districts which are Participants in the Trust.

ARTICLE IX – RECORDS AND REPORTS

9.1 Inspection of Records. The records of the Trust shall be open to inspection by any Participant at all reasonable business hours. The Trustees shall use their best efforts to communicate administrative and investment decisions to Participants through a website to be established by the Trust.

9.2 Reports. The Trustees shall cause to be prepared at least annually (i) a report of operations containing a statement of assets, liabilities, operations, changes in investments and earnings thereon, and 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. The Participants shall be permitted to review the annual report submitted by the Trustees. This review is to establish that the Trust is operating in compliance with the Trust Agreement as set forth herein.

The Trustees shall keep accurate minutes of all meetings of the Board of Trustees and shall use best efforts to post such minutes on the website to be established by the Trust.

In addition, the Trustees shall furnish to the Participants at least quarterly an interim report prepared in conformity with generally accepted accounting principles containing an unaudited balance sheet of the Trust as at the end of such quarterly period and statements showing details of operations and changes in net assets for the period from the beginning of the then current fiscal year to the end of such quarterly period.

ARTICLE X - TRUSTEES AND OFFICERS

10.1 Number, Qualification and Succession of Trustees.

(a) The governing body of the Trust shall be the Board of Trustees, the membership of which shall be determined as herein provided.

(b) The number of Trustees shall initially be eight (8) voting Trustees and two (2) *ex officio* Trustees and shall thereafter be fixed from time to time by the mutual agreement of the Florida School Boards Association, Inc. (FSBA) and Florida Association of District School Superintendents, Inc. (FADSS), *provided, however*, that the number of Trustees shall at no time be less than three (3) or more than fifteen (15). No reduction in the number of Trustees shall have the effect of removing any Trustee from office prior to the expiration of his or her term. FSBA shall appoint four initial Trustees for a three year term and FADSS shall appoint four initial Trustees for a three year term. Thereafter, as terms expire, the original appointing organization will appoint successors. The Executive Director of the FSBA and the Executive Director of FADSS shall serve as *ex officio* Trustees with all of the powers of the other Trustees except for the power to vote on matters coming before the Board of Trustees. Every year as of January 1st, a Certificate of Trustees which lists the Trustees who shall serve for the forthcoming calendar year shall be prepared and posted on the website established by the Trust.

(c) The Trustees shall be natural persons. All of the Trustees appointed by the FSBA shall be duly elected school board members. All of the Trustees appointed by FADSS shall be duly elected or appointed school superintendents.

(d) Trustees shall be appointed as provided in Section 10.4 hereof. No such appointment shall become effective, however, until the person appointed qualifies for such office by delivering to the Chairperson of the Board of Trustees a writing signed by him or her (i) accepting such appointment, and (ii) agreeing to be bound by the terms of this Trust Agreement. Qualification must be completed within twenty (20) days after such person is notified of his or her appointment, and

failure to meet this requirement shall void the appointment.

(e) Whenever a vacancy in the number of Trustees shall occur until such vacancy is filled, 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 Trust Agreement.

(f) Upon the appointment and qualification of any person to the office of Trustee, the Trust Property shall vest in such new Trustee without necessity of any further act or conveyance.

(g) The Trustees, in their capacity as Trustees, shall not be required to devote their entire time to the business and affairs of the Trust.

10.2 Organizational Trustees. In accordance with Section 10.1(b), the following persons are appointed as initial Trustees:

FSBA: Bill Graham, Palm Beach County School Board

FSBA: Hazel Sellers, Polk County School Board

FSBA: Walter Miller, Manatee County School Board

FSBA: Dr. Al Williams, Volusia County School Board

FADSS: Dr. Joe Joyner, St. Johns County Superintendent

FADSS: Alberto Carvalho, Miami-Dade County Superintendent

FADSS: Ed Pratt-Dannals, Duval County Superintendent

FADSS: Dr. Alexis Tibbetts, Okaloosa County Superintendent

10.3 Vacancies.

(a) A Trustee's office shall be deemed vacant upon the occurrence of any one of the following events:

If a person who was duly appointed fails, neglects or refuses to qualify for office within twenty (20) days after the date he or she is notified of such appointment;

(ii) If a person who was duly appointed submits a written resignation to the Board of Trustees;

(iii) If a person who was duly appointed becomes disabled or dies during his or her term of office;

(iv) If a person who was duly appointed ceases to meet the requirements for the

office of Trustee;

(v) If a person who was duly appointed is convicted of a felony or is or becomes the subject of an Order for Relief entered pursuant to the United States Bankruptcy Code (11 USC §§101 *et seq.*);

(vi) If a court of competent jurisdiction voids the appointment or removes a person duly appointed for any cause whatsoever, but only after his or her right to appeal has been waived or otherwise exhausted; or

(vii) If the person who was duly appointed is removed from office pursuant to Section 10.5 hereof.

(b) No vacancy in the office of any Trustee shall operate to annul this Trust Agreement or to revoke any existing agency created pursuant to the terms of this Trust Agreement, and title to any Trust Property held in the name of such Trustee and the other Trustees or otherwise, shall, in the event of a vacancy in the office of such Trustee, vest in the continuing or surviving Trustees without necessity of any further act or conveyance.

10.4 Appointment; Term of Office.

(a) Trustees are appointed for terms of three years.

(b) Any vacancy on the Board of Trustees may be filled by an appointee qualified under the terms of this Trust Agreement selected by the FSBA or FADSS (depending on which organization appointed the departing Trustee), but such appointment is valid only for the then unexpired portion of the term.

(c) A Trustee remains in office until a vacancy occurs in his or her office as provided in Section 10.3 hereof, or until his or her successor is duly appointed and qualifies for office.

10.5 Resignation and Removal.

(a) Any Trustee may resign (without need for prior or subsequent accounting) by an instrument in writing signed by him or her and delivered to the Chairperson and such resignation shall be effective upon such delivery or at a later date according to the terms of the notice.

(b) Any Trustee may be removed for good cause by action of two-thirds of the other Trustees.

(c) Upon ceasing to be a Trustee, such person shall execute and deliver such documents as the remaining Trustees shall require for the purpose of conveying to the Trust or the remaining Trustees any Trust Property held in the name of the resigning or removed Trustee. Upon the incapacity or death of any Trustee, his or her legal representative shall execute and deliver on his or her behalf such documents as the remaining Trustees shall require as provided in the preceding sentence.

10.6 Officers and Advisors. The Trustees shall annually designate a Chairperson who shall be the Chief Executive Officer of the Trust and a Vice Chairperson, who shall have such duties as the Trustees shall deem advisable and appropriate. The positions of Chairperson and Vice Chairperson shall rotate between a Trustee appointed by the FSBA and a Trustee appointed by FADSS. The initial Chairperson, Bill Graham, is a Trustee who is appointed by the FSBA and the initial Vice Chairperson, Dr. Joe Joyner, is a Trustee who is appointed by FADSS. The Trustees may elect or appoint, from among their number or otherwise, a Treasurer and a Secretary, who shall have such powers, duties and responsibilities as the Trustees may deem to be advisable and appropriate. The Trustees may elect or appoint, from among their number or otherwise, or may authorize the Chairperson to appoint, 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 and Vice Chairperson, may be held by the same person. The Treasurer, the Secretary, the Advisor, the Administrator, the Custodian and Legal Counsel may attend meetings of the Trustees but, except in the case of a Treasurer or a Secretary who may be a member of the Board of Trustees, shall have no voting power.

10.7 By-Laws; Quorum of Trustees.

(a) The Trustees may adopt and, from time to time, amend or repeal By-Laws for the conduct of the business of the Trust, and in such By-Laws, among other things, may define the duties of the respective officers, agents, employees and representatives of the Trust. Notwithstanding the foregoing, absent adoption of By-Laws addressing the same, the Trustees may define the duties of the respective officers, agents, employees and representatives of the Trust, and such other matters regarding administration of the Trust not specifically addressed in this Trust Agreement, by resolution of the Board of Trustees.

(b) A quorum for the purposes of any meeting or vote of the Trustees shall consist of a majority of the Trustees entitled to vote at a meeting of the Board of Trustees.

**ARTICLE XI -
DETERMINATION OF NET ASSET VALUE AND NET INCOME: DISTRIBUTIONS TO
PARTICIPANTS**

11.1 Net Asset Value. The net asset value of each allocated Share of the Trust shall be determined once on each business day at 8:00 a.m. Eastern Time for the prior business day, or such time as the Trustees by resolution may determine. The method of determining net asset value shall be established by the Trustees and shall be set forth in an 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 Advisor, the Administrator, the Custodian or such other Person as the Trustees by resolution may designate.

11.2 Retained Reserves. The Trustees may retain from the earnings of the Trust such amount as they may deem necessary to pay the debts and expenses of the Trust and to meet other obligations of the Trust, and the Trustees shall also have the power to establish such reasonable reserves from earnings as they believe may be required to protect the Trust and the Participants

against contingent liabilities.

ARTICLE XII – CUSTODIAN

12.1 Duties. The Trustees shall employ a bank or trust company organized under the Laws of the United States of America as Custodian with authority as its agent, but subject to such restrictions, limitations and other requirements, if any, as may be contained in this Trust Agreement, the By-Laws of the Trust or otherwise determined by resolution of the Board of Trustees, to perform the duties set forth in the Custodian Agreement to be entered into between the Trust and the Custodian. Such Custodian must be a qualified public depository as provided in Section 280.02, Florida Statute.

12.2 Appointment. The Trustees shall have the power to select and appoint the Custodian for the Trust. The Custodian Agreement may be terminated at any time without cause and without the payment of any penalty by the Trust on sixty (60) days' written notice to the Custodian.

12.3 Disbursement and Collection Agent. The Trustees may also authorize the employment of a Disbursement and Collection Agent from time to time to perform acts and services upon such terms and conditions, as may be agreed upon between the Custodian and said agent and approved by the Trustees; *provided, however*, that, in every case, such Disbursement and Collection Agent shall be a bank or trust company duly organized under the laws of the United States of America or one of the states thereof and shall be a state designed qualified public depository.

12.4 Successors. In the event that at any time the Custodian or the Disbursement and Collection Agent shall resign or shall be terminated pursuant to the provisions of the Custodian Agreement or disbursement and Collection Agreement, the Trustees shall appoint a successor thereto.

ARTICLE XIII - RECORDING OF TRUST AGREEMENT

13.1 Recording. This Trust Agreement and any amendments hereto shall be filed, registered, 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. Without limiting the generality of the foregoing, this Trust Agreement will be filed with the applicable circuit court or courts pursuant to Section 163.01, Florida Statutes and this Trust Agreement shall be effective upon such filing. Each amendment so filed, recorded or lodged shall be accompanied by a Certificate signed and acknowledged by a Trustee 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 Trust Agreement, containing or restating the original Trust Agreement 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 Trust Agreement and the various amendments thereto.

ARTICLES XIV
AMENDMENTS TO TRUST AGREEMENT AND PERMITTED INVESTMENTS LIST;
TERMINATION OF TRUST; DURATION OF TRUST

14.1 Amendment to Trust Agreement or Permitted Investments List; Termination.

(a) The provisions of this Trust Agreement and the Permitted Investments list may be amended or altered, or the Trust may be terminated, by the affirmative vote of a majority of the Trustees provided, however, the affirmative vote of two-thirds of the Trustees entitled to vote shall be required to enact any amendment which would change any rights with respect to any allocated Shares of the Trust by reducing the amount payable thereon upon liquidation of the Trust, or which would diminish or eliminate any rights of the Participants. Substantive amendments to the limitations upon personal liability of the Participants and Trustees and to the prohibition of assessments upon Participants shall require the unanimous approval of all Trustees entitled to vote. No liability shall attach to the Trustees, however, for any failure or refusal on their part to act pursuant to the power granted in this subsection (a).

(b) Upon the termination of the Trust pursuant to this Section 14.1, 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 Trust Agreement 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 principal terms of the transaction and the nature and amount of the consideration by affirmative vote of not less than a majority of the Trustees entitled to vote thereon, and (iii) 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 may distribute the remaining Trust Property, in cash or in kind or partly in each, among the Participants according to their respective proportionate allocation of Shares.

(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 Trustees as aforesaid or a copy of the Trust Agreement, as amended, in recordable form, and executed by a majority of the Trustees, shall be conclusive evidence of such amendment.

14.2 **Duration.** The Trust shall continue in existence in perpetuity, subject in all respects to the provisions of this Article XIV.

ARTICLE XV – MISCELLANEOUS

15.1 **Governing Law.** This Trust Agreement is executed by the Signatory Public Agencies and delivered in the State of Florida 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 the State of Florida (without regard to its conflicts of law rules). Venue for any dispute, breach or other legal action relating to the interpretation or implementation of this Trust Agreement shall lie in a court of competent jurisdiction in Leon County, Florida.

15.2 **Counterparts.** This Trust Agreement 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 then current records of the Trust appears to be a Trustee, the Secretary or the Treasurer of the Trust, certifying to (a) the number or identity of Trustees or Participants, (b) the due authorization of the execution of any instrument or writing, (c) the results of any vote of Trustees or Participants, (d) the fact that the number of Trustees or Participants present at any meeting or executing any written instrument satisfies the requirements of this Trust Agreement, or (e) the form of any By-Laws adopted by, or the identity of any officers or any 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 Trust Agreement are severable, and if the Trustees shall determine with the advice of counsel that any one or more of such provisions are in conflict with applicable federal or Florida laws, those conflicting provisions shall be deemed never to have constituted a part of this Trust Agreement, *provided, however,* that such determination by the Trustees shall not affect or impair any of the remaining provisions of this Trust Agreement 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 **Section Headings.** Any headings preceding the text of the several Articles and Sections of the Trust Agreement 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 Indenture of Trust nor affect its meaning, construction or effect.

15.6 **Adoption by School Districts or Other Local Government Entities; Written Investment Policies of Participants; Resignation and Withdrawal of Participants.**

(a) Any school district or Public Agency meeting the requirements hereof may become a Participant of this Trust by (i) taking all required official action to adopt and authorize the execution

of this Trust Agreement including, without limitation, adopting a written investment policy consistent with this Trust Agreement and the Permitted Investments list or amending or modifying any existing written investment policy not consistent with this Trust Agreement or the Permitted Investments list, and (ii) furnishing the Trustees with satisfactory evidence that such official action has been taken. A copy of this Trust Agreement may be adopted by executing a written instrument of adoption in such form as may be prescribed by the Trustees. Delivering an acknowledged copy of such instrument shall constitute satisfactory evidence of the adoption contemplated by this Section.

(b) By joining in or adopting this Trust Agreement, each Participant agrees that it will maintain a written investment policy consistent with the provisions of this Trust Agreement and the Permitted Investments list, as each of the same is amended from time to time.

(c) Any Participant may resign and withdraw from the Trust by sending a written notice to such effect to the Chairman of the Trust and the Administrator and by requesting the redemption of all Shares then held by it or in accordance with any other procedure authorized by the Trustees or Board of Participants. Such resignation and withdrawal shall become effective upon the receipt thereof by the Chairman of the Trust and the Administrator. No resignation and withdrawal by a Participant shall operate to annul this Trust Agreement or terminate the existence of the Trust.

IN WITNESS WHEREOF, the school districts or Public Agencies of the State of Florida acting in the capacity of Signatory Public Agencies of the Trust have executed this Trust Agreement together with the Trustees by the execution of the addenda, which are attached to this Trust Agreement. By the execution of the addenda, the respective Trustees and Signatory Public Agencies are intending to adopt and be bound by the terms of this Trust Agreement.