
Declaration of Trust

Inspire Trust Company, N.A. as Trustee, hereby establishes a trust, known as the “**Inspire Common Trust Funds Trust**” pursuant to this Declaration of Trust dated September 5, 2023, and declares that it will hold and administer in trust all money and property acceptable to it and received or purchased by it as Trustee hereunder, together with the income and proceeds thereof, upon the following terms, conditions and trusts.

Article I Definitions

Wherever used in this Declaration of Trust, unless the context clearly indicates otherwise, the following words shall have the following meanings:

“*Affiliate*” means an affiliate bank or trust company of Inspire under 12 U.S.C. 221a(b) that is a member of the same affiliated group, as defined under 26 U.S.C. 1504(a)(1).

“*Applicable regulatory authority*” shall mean, with respect to each Fund, all applicable laws of the United States and the State of Nevada, and all rules and regulations promulgated under the authority thereof, from time to time pertaining to or governing the administration of such Fund.

“*Business Day*” shall mean those days on which Inspire conducts business in its normal course and shall not include any Saturday, any Sunday or any federal or state holiday which Inspire may observe.

“*Declaration of Trust*” shall refer to this instrument and all amendments to this instrument in effect from time to time.

“*Distribution Date*” shall refer to the intervals and as of date designated from time to time, for the distribution of the Fund Income of a Fund.

“*Fiduciary*” shall mean a person or corporation acting in any of the following capacities: executor, administrator, guardian, conservator, testamentary trustee, trustee appointed by any court, trustee under any written agreement, declaration or instrument of trust and custodian of accounts established pursuant to the Uniform Transfers or Gifts to Minors Act pursuant to the law of any State which is substantially similar to the Uniform Gifts or Transfers to Minors Act as

published by the Uniform Law Commission.

“*Fiscal Year*” for the Inspire Common Trust Fund Trust and each Fund shall be the period ending on December 31st of each year.

“*Fund*” means: one of the separate investment funds established and maintained pursuant to Article II to which the particular provisions hereof are being applied. Notwithstanding any other provision of this Declaration of Trust, only Participating Trusts (as defined below) may participate in any Fund established hereunder.

“*Fund Declaration*” means any declaration executed by the Trustee pursuant to Section 2.2 for the purpose of establishing a Fund.

“*Fund Income*” shall mean the total of amounts (representing dividends, interest, rents, royalties and all such other income that the Trustee may determine under uniform rules properly to be included in Fund Income) collected or accrued with respect to a Fund during the period since the last Distribution Date, reduced by all expenses of such Fund due or accrued since the last Distribution Date, as well as any other charge, reserve, liability or debited item that is an appropriate deduction under accepted accounting principles. The determination of the Trustee as to the allocation of such expenses among the Funds shall be conclusive and binding.

“*Inspire*” shall refer to Inspire Trust Company, N.A..

“*Participating Trust*” shall refer to any of the following administered by Inspire or an Affiliate as a Fiduciary or Co-Fiduciary: any decedent’s, minor’s or disabled person’s estate, any fund consisting of custodial property under any Uniform Gifts or Transfers to Minors Act and any trust fund (other than a Common Trust Fund)

“*Participating Trust Representative*” with respect to each Participating Trust shall mean all natural or legal persons, other than Inspire or an Affiliate, or any court, who at the time of reference has investment control or authority to approve the accounts of each Participating Trust or to whom regular periodic accountings would ordinarily be rendered by the Fiduciary of such Participating Trust under the terms of the law, decree, trust agreement or other instrument governing the administration of such Participating Trust.

“*Trustee*” shall refer to Inspire in its capacity as Trustee of each Fund.

“*Units*” mean the proportionate interest of each Participating Trust in the Funds. Funds shall at all times be divided into shares of equal value and the proportionate interest of each Participating Trust in a Fund shall be expressed by the number of such shares and fractional shares allocated to such Participating Trust.

“*Valuation Date*” means each Business Day selected or identified to value a Fund.

Article II Establishment of Funds

Section 2.1

The Common Trust Funds Trust shall consist of the Funds currently contained in Schedule A hereto and of such additional Funds as may be established from time to time as provided in Section 2.2. Each Fund shall constitute a separate trust and the Trustee shall separately hold, manage, administer, value, invest, reinvest, account for and otherwise deal with each such Fund. The assets and liabilities attributable to a particular Fund shall not be allocable to any other Fund, and no Fund shall be responsible for the expenses or liabilities of any other Fund.

The Trustee’s determination as to whether or not any investment is within the class or classes of property in which any Fund is to be invested shall be conclusive and binding. Any Participating Trust may have an interest in more than one Fund, and the proportion of its assets which is invested in each Fund may be changed from time to time.

Section 2.2 Establishment of Other Funds

At any time and from time to time, the Trustee may establish within the Common Trust Funds Trust one or more additional Funds, each of which shall be invested or reinvested in such classes of property as the Trustee may specify, with any special administrative provisions regarding criteria for valuation of assets, Valuation Dates, Fiscal Year or other similar administrative matters which the Trustee deems appropriate for effective administration of the new Fund; provided, that each such new Fund shall be established and administered in accordance with applicable regulatory authority and subject to all the terms of the Declaration of Trust, as supplemented by the Fund Declaration. Upon the addition of one or more Funds, the Trustee shall amend Schedule A accordingly. An updated Schedule A will be made available to each Participating Trust Representative at any time upon request.

Section 2.3 Termination of Funds

The Trustee may at any time in its sole and absolute discretion terminate any Fund. In that event, the assets held in such Fund shall be distributed to the Participating Trusts having interests therein, or at the Trustee’s discretion shall be liquidated for their benefit, in the same manner as if such Fund were a liquidating account as provided in Section 5.4. The Trustee shall provide each Participating Trust Representative in a terminating

fund with at least thirty (30) days' prior written notice of such termination, or a shorter notice period in the event the Trustee determines that extraordinary circumstances exist that require notice and termination within a shorter period of time. Upon the termination of any Fund, the Trustee shall amend Schedule A accordingly.

Article III
Investment and
Administration of the
Common Trust Funds Trust

Section 3.1

Responsibility and Authority of the Trustee

The Trustee shall be solely and exclusively responsible for, and shall have exclusive authority and discretion for, the management and control (including, but not limited to, investment decisions) of the Common Trust Funds Trust and of each Fund thereunder, except as a prudent person might delegate such responsibilities to others. Subject to the provisions of the preceding sentence, the Trustee may retain the services of such investment or other advisers and consultants (including Affiliates of the Trustee) as it may deem desirable to assist it in carrying out its responsibilities, including its responsibilities as Trustee and/or investment manager under this Declaration of Trust.

Section 3.2

Powers and Duties of the Trustee

The Trustee shall have, with respect to any property at any time held by it as part of the Common Trust Funds Trust and constituting part of any Fund, power in its discretion:

(a) To invest and reinvest in any property, real, personal or mixed, wherever situated, and whether or not productive of income, including, without limitation, common and preferred stocks; bonds; notes; debentures; non-US securities; stock options and option contracts of any type; contracts for the immediate or future delivery of financial instruments and other property; direct or indirect investments in real property through fee ownership, leases, loans secured by primary or subordinated liens on real

property (including, without limitation, any collective or part interest in any bond and mortgage or note and mortgage), or stock or other securities of corporations, partnerships or other entities holding or investing in real property; certificates of deposit; demand or time deposits (including any such demand deposit with the Trustee of funds awaiting investment or distribution); bills; certificates; acceptances; repurchase agreements; commercial paper; variable rate or amount notes; interests in trusts, including interests in any Common Trust described in Section 3.3 below; limited partnership interests; interests in or shares of mutual funds or other investment companies including an investment company for which the Trustee or an affiliate of the Trustee may act as investment adviser or manager (whether or not incorporated and whether or not registered under the Investment Company Act of 1940, as amended); non-US currencies; contracts for the immediate or future delivery of non-US currencies; insurance policies and contracts; oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto); gold, bullion and coin; evidences of indebtedness or ownership in non-US corporations or other enterprises; derivative contracts of any kind or nature, including without limitation, swaps, forwards and futures; and indebtedness of non-US governments, non-US agencies and international organizations; without being limited to classes of property in which trustees are authorized to invest trust funds by any law, or any rule of court, of any State and without regard to the proportion any such property or interest may bear to the entire amount of the Common Trust Funds Trust or of any Fund;

(b) To retain any property at any time received by it;

(c) To sell or exchange any property at public or private sale for cash or on credit; to grant options for the purchase or exchange of any property; or otherwise to sell, exchange, convey, transfer or dispose of any property;

(d) To participate in any plan of reorganization, consolidation,

merger, combination, liquidation or other similar plan relating to such property and to consent to, or to oppose, any such plan or any action thereunder, or any contract, lease, mortgage, purchase, sale or other action by any person or corporation;

(e) To the extent permitted by applicable Federal law, to deposit any property with any protective, reorganization or similar committee; to delegate discretionary power thereto and to pay and agree to pay part of the expenses and compensation of any such committee and any assessments levied with respect to any such property so deposited;

(f) To exercise all conversion, subscription, or other rights, whether or not discretionary and including rights to vote and grant proxies, pertaining to any property held by it;

(g) To extend the time of payment of any obligation;

(h) To enter into stand-by agreements for future investment either with or without a stand-by fee;

(i) To hold part or all of any Fund uninvested so long as is reasonable for the proper management of the Fund, without liability for interest;

(j) To borrow money from any source as may be necessary or advisable to protect the Common Trust Funds Trust in the event of a temporary net cash overdraft or similar event; provided, however, that no such loan shall be made by the Trustee individually other than as a temporary advance on a net cash overdraft basis and that any such borrowing shall be made only in accordance with applicable regulations and rulings of the Office of the Comptroller of the Currency (the "OCC");

(k) To lend any securities to brokers or dealers and to secure the same in any manner, and during the term of any such loan to permit the securities so lent to be transferred in the name of and voted by the borrower, or others, and to invest any cash collateral obtained in connection therewith;

(l) To register or cause to be registered any investment held by it pursuant to this Declaration of Trust in the name of a nominee, with or without the addition of

words indicating that such securities are held in a fiduciary capacity, or in the name of a nominee of any custodian bank acting pursuant to paragraph (q) of this Section 3.2 or of a depository or clearing corporation, or other system for the central handling of securities, either US or non-US; to hold any such investment in bearer form; and to maintain the indicia of ownership of assets outside the United States of America in conformity with regulations of the United States Department of Labor;

(m) To collect and receive any and all money and other property due to the Common Trust Funds Trust or any Fund and to give full discharge therefore;

(n) To settle, compromise or submit to arbitration any claims, debts or damages due to or from the Common Trust Funds Trust or any Fund; to commence or defend suits or legal proceedings whenever, in its judgment, any interest of the Common Trust Funds Trust or any Fund requires it; and to represent the Common Trust Funds Trust or any Fund in all suits or legal proceedings in any court or before any other body or tribunal;

(o) To retain, manage, operate, repair, develop, preserve, improve, mortgage or lease for any period any real property held by the Trustee or by any entity organized by it pursuant to paragraph (p) of this Section 3.2 upon such terms and conditions as the Trustee deems proper, either alone or by joining with others, using other trust assets for any such purposes as it deemed advisable; to modify, extend, renew, waive or otherwise adjust any or all of the provisions of any such mortgage or lease, including the waiver of rentals; and to make such provisions for the amortization of the investment in, or the depreciation of the value, of such property as it may deem advisable;

(p) To organize corporations or partnerships or trusts for the purpose of acquiring and holding title to any property which the Trustee is authorized to acquire under paragraph (a) of this Section 3.2;

(q) To buy and sell on a regulated exchange interest rate

and stock index futures contracts and options thereon;

(r) To employ suitable agents, including custodians, record-keepers, auditors, depositories and counsel, US or non-US, and to pay their reasonable expenses and compensation and to charge such expenses to the Fund; and to transfer any assets of any Fund to any custodian or sub-custodian employed by the Trustee;

(r) To employ such investment managers, advisers and consultants, US or non-US, as the Trustee, in its sole discretion shall deem advisable, including but not limited to, entities which are affiliates of the Trustee, to perform any of the duties and obligations of the Trustee hereunder, including without limitation investment management, advisory, trading, or similar services incidental thereto, and to charge such expenses to the Fund;

(s) To make unsecured advances to Participating Trusts until the next succeeding Valuation Date (as defined below);

(t) To purchase for its own account any defaulted investments held by a Fund (at the greater of market value or the sum of cost and earned or paid interest) if, in the Trustee's judgment, the cost of segregating the investment is excessive in light of the market value of the investment; and

(u) Generally to do all acts, whether or not expressly authorized, which the Trustee may deem necessary or desirable to carry out the purposes of the foregoing powers or for the protection of the Common Trust Funds Trust or any Fund.

Section 3.3

Investment in Common Trusts

With respect to the investment of (a) all or any portion of the assets of a Participating Trust in a Fund, and (b) the assets of a Fund itself, the Trustee, as a fiduciary of each Participating Trust which may have an interest in the Fund, is authorized, without limitation of the powers granted in Section 3.2 above, to invest all or any portion of the assets of the Fund in interests in one or more common trust funds maintained by the Trustee ("Common Trusts"). To

the extent that the Trustee invests assets of a Fund in such a Common Trust, any assets transferred to any such Common Trust shall be held, invested, and administered in accordance with such Common Trust.

Section 3.4

Dealings with Other Persons

Persons dealing with the Trustee shall be under no obligation to see to the proper application of any money paid or property delivered to the Trustee or to inquire into the Trustee's authority as to any act or transaction.

Article IV Interests of Participating Trusts

Section 4.1

Units of Participation

Each Fund shall be invested and administered as a single investment fund. The beneficial interests of each Participating Trust in each Fund shall be divided into and represented by Units. Each Unit of a Fund shall be of equal value to every other Unit, and shall represent an undivided proportionate interest in all assets and liabilities of such Fund and all income, profits, and losses of such Fund shall be allocated to all Units equally. No certificates representing Units shall be issued, but the Trustee shall keep books in which shall be recorded the number of Units and fractions thereof standing to the credit of each Participating Trust. The Trustee may from time to time divide the Units of a Fund into a greater number of Units of lesser value, or lesser number of Units of greater value, provided that the proportionate interest of each Participating Trust in the Fund shall not thereby be changed.

Section 4.2

Valuation of the Assets Held in the Funds

At such intervals and as of such Valuation Date(s) as the Trustee may designate from time to time in the Fund Declaration, but not less frequently than annually, the Trustee or its valuation agent shall determine the value of the assets held in each Fund. Each valuation shall be made in the timeframe, if any, specified in the

Fund Declaration. Assets shall be valued at their market values at the close of business on the Valuation Date, or, in the absence of readily ascertainable market values, at such fair values as the Trustee or its agent shall determine in good faith. Securities and investments may be valued on the basis of valuations provided by an independent pricing service when such prices are believed to reflect fair market value. Valuation of the assets held in each Fund will be determined as follows:

(a) Securities for which market quotations are readily available, including securities listed on national securities exchanges and those traded over-the-counter, generally shall be valued at the last quoted sales prices on the Valuation Date on the principal or regional exchange on which the security is traded. If such securities were not traded on the Valuation Date, but market quotations are readily available, the securities shall be valued at the most recently quoted bid price provided by an independent pricing service or by principal market makers. Prices for securities or investments whose principal trading markets are not within the United States shall be determined from the published records of the exchanges where such principal trading markets are located or from such other sources as the Trustee shall determine to be the best qualified available sources;

(b) Fixed-income securities generally shall be valued at the bid price on the Valuation Date, to estimate the price a dealer would pay; the bid price is not a firm quote or the price at which the bonds would necessarily sell. This valuation method takes into account appropriate factors such as institutional-size trading in similar groups of securities, yield, quality ratings, coupon rate, maturity, type of issue, trading characteristics and other market data; and

(c) For purposes of establishing the value of non-US investments, non-US currencies shall be valued using the official 4:00 PM London closing spot rates on the Valuation Date, or such other standard industry practice.

In those instances where there is no readily ascertainable market value obtainable or where the

Trustee deems the application of the foregoing rules to be inappropriate, investments shall be valued on the basis of estimated values on the Valuation Date obtained from recognized qualified available sources, including bankers, brokers or dealers, or any affiliates or employees of the Trustee who deal in or are familiar with the type of investment involved or other qualified appraisers, or by reference to the market value of similar investments for which an appropriate market value is readily ascertainable. The good faith decision of the Trustee regarding the value of the assets of each Fund and the methods employed in determining those values shall be conclusive and binding.

Section 4.3

Valuation of Units

The initial value of each Unit of each Fund shall be established by the Trustee. Thereafter, the value of each Unit of each Fund shall be determined as of each Valuation Date by dividing the net assets (total assets minus liabilities) of the Fund, as established pursuant to Section 4.2, by the number of Units outstanding on such Valuation Date.

Section 4.4

Distribution of Fund Income

The Trustee may, but is not required to, provide for the distribution of Fund Income from a Fund on the Distribution Date as it may establish from time to time, and distribute Fund Income of that Fund to each Participating Trust.

The interest of each Participating Trust in Fund Income of a Fund which distributes Fund Income shall be determined by dividing the total amount of Fund Income for the Fund by the total number of Units in such Fund as of the Business Day prior to the Distribution Date, and multiplying the resulting per-Unit Fund Income by the number of Units beneficially owned by such Participating Trust as of the Business Day prior to the Distribution Date.

Section 4.5

Records

The Trustee or its agent shall keep such records as it may deem

necessary or appropriate in its sole discretion to record the assets transferred to each Fund by each Participating Trust and to show the interest of each Participating Trust in each Fund.

Article V

Admissions and Withdrawals

Section 5.1

Admission to Participation

Any trust, estate, custodial or similar fiduciary relationship qualifying as a Participating Trust may transfer all or part of its assets to the Trustee, subject to the acceptance thereof by the Trustee, at its sole and absolute discretion, for admission and investment in one or more of the Funds. No Participating Trust shall be admitted to any Fund except on the basis of the value of the Fund and of the Units into which it is divided, determined as provided in Section 4.3, and on the Valuation Date as of which such valuation shall be made.

Assets other than cash accepted by the Trustee shall be valued at their fair market value, as determined by the Trustee or its agent, on the Valuation Date.

Section 5.2

Withdrawals from Participation

Any Participating Trust may, as of any Valuation Date, withdraw any number of Units from a Fund pursuant to notice received by the Trustee as specified in the Fund Declaration, prior to such Valuation Date and entered into the records of the Trustee. No notice of withdrawal may be canceled or countermanded after the Valuation Date to which it relates. Within a reasonable time following the Valuation Date, the Trustee shall distribute to the Participating Trust making such withdrawal a sum determined by multiplying the number of Units withdrawn by the value of each such Unit on the Valuation Date, as provided in Section 4.3. The sum shall be distributed in cash, ratably in kind, or in a combination of cash and ratably in kind, or in such other manner as is consistent with the applicable regulatory authority, including, without limitation, a disproportionate distribution that has substantially the same economic effect as a ratably distribution. The Trustee retains

the right to require a notice period of greater than ten (10) Business Days in advance of a request for withdrawal, or to delay payment of proceeds with respect to a withdrawal request, in the event the Trustee determines that market disruption events, illiquidity or other circumstances warrant such action(s).

Section 5.3

Distribution on Disqualification

If at any time it should be determined that any Participating Trust is no longer qualified to participate in a Fund, the Trustee shall have the right but not the obligation to distribute to such Participating Trust its entire participation in the Common Trust Funds Trust (other than any interest it may have in any Liquidating Account, as defined below) as of the next Valuation Date which is more than fifteen (15) days after the date upon which the Trustee is apprised of such disqualification.

Section 5.4

Liquidating Accounts

Any asset held by the Common Trust Funds Trust may be transferred to a liquidating account (hereinafter referred to as a "Liquidating Account") when the Trustee, in its sole discretion, decides that the investment should not continue to be part of a Fund. The Trustee may distribute such asset in kind or liquidate it for the benefit of the Participating Trusts at the time of the withdrawal of the asset. The value of any asset which has been transferred to a Liquidating Account shall be excluded when determining the basis upon which admissions to and withdrawals from a Fund shall be made pursuant to this Article V. Any investment held in a Liquidating Account shall be segregated, and shall be administered or realized upon solely for the benefit ratably of those Participating Trusts which were participants in the Fund from which such asset has been transferred at the time of the transfer of such investment to a Liquidating Account.

Section 5.5

Tax Reporting

The Trustee shall cause tax statements to be prepared for each Participating Trust to enable the Fiduciaries of such Participating

Trust to comply with its own federal, state or local tax reporting obligations, if any. These statements will identify the share of income, expenses, gains and losses allocated to each Participating Trust for the year.

Article VI

Accounting

Section 6.1

The Trustee's Accounts

The Trustee shall keep full accounts of all of its receipts and disbursements. Its book and records with respect to any Fund shall be open to inspection at all reasonable times during business hours of the Trustee by any Participating Trust Representative.

Section 6.2

Judicial Accounting

Except to the extent otherwise provided by applicable laws of Nevada, only the Trustee or Participating Trust Representative may require the judicial settlement of the Trustee's account, or bring any other action against the Trustee with respect to the Common Trust Funds Trust or its action as Trustee. In any such action or proceeding it shall be necessary to join as parties only the Trustee and such persons, and any judgment or decree which may be entered therein shall be conclusive and binding.

Section 6.3

Audits and Reports of Funds

At least once during each period of twelve (12) months, the Trustee shall cause a suitable audit to be made of each Fund by auditors responsible only to the Board of Directors of the Trustee, and the reasonable expenses of such audit may be charged to such Fund. After the close of each Fiscal Year of each Fund, and also after the termination of a Fund, the Trustee shall render a written report, and make such report available, without charge, to each Participating Trust Representative having an interest in such Fund, based upon such audit, and shall furnish a copy of the report upon request to any other person for a reasonable charge. The Fund or the Trustee shall pay the printing and distribution charges for reports

delivered to Participating Trust Representatives. Such report shall: (1) list the investments held in the Fund; (2) list the cost and current market value of each such investment; (3) summarize all purchases (with costs) and sales (with profit or loss); (4) state income and disbursements, and any other investment changes in the Fund for the period since the previous report; (5) contain an appropriate notation as to any investments in default in the Fund; and (6) list fees and expenses in a manner consistent with Generally Accepted Accounting Principles in the United States ("GAAP").

Article VII

Taxes, Expenses and Compensation

Section 7.1

Taxes

The Trustee shall deduct from and charge against the Common Trust Funds Trust or appropriate Fund: (a) any taxes or other charges paid by it which may be imposed upon the Common Trust Funds Trust or any Fund; or (b) the income thereof of which the Trustee may be required to pay with respect to the interest of any person therein, by any present or future laws of any jurisdiction or taxing authority.

The Trustee may also cause any withholding or other taxes attributable to a Participating Trust to be paid by effecting a withdrawal of such number of Units of any such Participating Trust from the appropriate Fund for the purpose of paying and discharging any such withholding or other taxes.

The Trustee shall have no responsibility to take into consideration the tax consequences to any particular Participating Trust in its execution of transactions for a Fund or in otherwise managing or administering the Funds.

Section 7.2

Expenses and the Trustee's Compensation

The Trustee may pay from the Common Trust Funds Trust or appropriate Fund all reasonable expenses of administration of the Common Trust Funds Trust and

any Fund, including counsel fees and expenses of litigation, which would have been chargeable to the Participating Trusts if incurred in their separate administration. The Trustee may charge against any Fund from time to time reasonable compensation for its services as Trustee, to the extent permitted under applicable law. The Trustee shall absorb the expenses of establishing or reorganizing a Fund unless such expenses are authorized as Fund expenses in the Fund Declaration, including any amortize of such expenses.

Section 7.3

Allocation

The Trustee shall allocate among the Funds the deductions, charges and expenses described in this Article VII in such manner as it shall deem equitable, and such allocation shall be conclusive and binding.

Article VIII **Miscellaneous**

Section 8.1

Amendment

This Declaration of Trust, other than Section 8.4, may be amended by the Trustee at any time or from time to time and in any respect; provided, however, that any such amendment shall be approved by a resolution of the Board of Directors of the Trustee. Notice of such amendment shall be sent to each person entitled to regular periodic accountings under the provisions of any Participating Trust. No notice of any amendment will be filed with the OCC.

Section 8.2

Resignation of the Trustee; Successor Trustee

The Trustee under this Declaration of Trust may resign at any time by giving written notice to each Participating Trust. The resigning Trustee shall appoint, by written instrument, a successor trustee. Any corporation into which the Trustee may merge, or with which it may be consolidated, or to which substantially all of its assets may be transferred, shall be a successor trustee hereunder. Any successor trustee shall have all of the powers and duties herein

conferred upon the Trustee without execution or filing of any additional instrument or the performance of any additional act.

Section 8.3

Duty of the Trustee

The Trustee shall discharge its duties hereunder with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 8.4

Non-transferability

No Participating Trust may assign or transfer all or any portion of its interest in the Common Trust Funds Trust or in any Fund.

Section 8.5

Reliance on Communications

The Trustee shall be fully protected in acting upon any instrument, certificate or paper believed by it to be genuine and to be signed or presented by the proper person or persons, and the Trustee shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

Section 8.6

Termination

The Common Trust Funds Trust created hereby may be terminated at any time by the Trustee for any reason the Trustee, in its sole discretion, deems appropriate. Not less than thirty (30) days' prior written notice of such termination shall be sent to all persons entitled to regular periodic accountings under the provisions of any Participating Trust. After such termination, all distributions from each Fund shall be as if it were a Liquidating Account.

Section 8.7

Governing Law

This Declaration of Trust shall be construed and regulated by the applicable laws of the the State of Nevada and the regulations and

rulings of the OCC. In the event of conflict between the provisions of this Declaration of Trust and applicable Federal or State law, the latter shall prevail. The Common Trust Funds Trust is organized and established pursuant to Section 164.080 of the Nevada Revised Statutes and will be maintained at all times as a domestic trust in the United States.

In relation to any legal action or proceedings arising out of or in connection with this Declaration of Trust, the parties agree to the exclusive jurisdiction of the courts of Nevada.

Section 8.8

Good Faith Mistakes

Notwithstanding any other provision herein, a mistake made by the Trustee in good faith and in the exercise of due care in connection with the administration of the Common Trust Funds Trust or of a Fund will not be deemed to be a violation of this Declaration of Trust or of applicable law, so long as the Trustee, promptly after discovery of the mistake, takes whatever action is practical to remedy the mistake.

Section 8.9

Effect of Statutes and Regulations

Each Fund shall be administered in conformity with applicable regulatory authority, including specifically (to assure exemption from income taxation under Section 584 of the Internal Revenue Code, as amended at the time of reference) the rules and regulations of the Comptroller of the Currency or the Board of Governors of the Federal Reserve System pertaining to the collective investment of trust funds by national banks, all of which shall be deemed to be a part of the Declaration of Trust, to the extent applicable to the administration of any Fund. The Trustee shall not incur any liability for following any applicable regulatory authority contrary to or in conflict with the provisions of the Plan.

Section 8.10

Copy of Declaration of Trust

A copy of this Declaration of Trust shall be kept on file at the principal office of the Trustee,

available for inspection during regular business hours of the Trustee. A copy of this Declaration of Trust shall be sent upon request to any Participating Trust Representative, and may be furnished to any other person upon request, for a reasonable charge.

Section 8.11

Titles and Headings

The titles and headings in this Declaration of Trust are for convenience and reference only and shall not limit or affect in any manner any provision contained herein.

In Witness Whereof, Inspire Trust Company, N.A. has caused its name to be hereunto signed by its proper officer thereunto duly authorized, and its corporate seal to be hereunto affixed, effective as of date identified above.

Inspire Trust Company

By: Sean Lynch
Its: Chief Investment Officer

Attest: Michael Cannella
Its: Board Secretary