

COLLATERAL ADMINISTRATION AGREEMENT

THIS COLLATERAL ADMINISTRATION AGREEMENT (this "Agreement") dated as of April 25, 2022, is made by and between **National Financial Services LLC**, a Delaware limited liability company ("NFS"), and **U.S. Bank, National Association**, a national banking association, as custodian hereunder (the "Custodian").

WHEREAS, each brokerage customer of NFS (each a "Customer") may from time to time agree with NFS to lend fully-paid or excess margin securities to NFS pursuant to NFS' Fully-Paid Securities Lending Program (the "Program"), subject to NFS' agreement to deliver collateral to such Customer of equal or greater value to that of the loaned securities (the "Collateral");

WHEREAS, NFS desires to engage the services of the Custodian to oversee the receipt, custody and return of the Collateral and to act on its behalf in providing custodial services for the Collateral held by the Custodian with such Collateral to be held in an omnibus account in the name of U.S. Bank, N.A., Custodian for the Customers of NFS' Fully-Paid Securities Lending Program Customer Custody Account;

WHEREAS, each Customer that appears on the Schedule (as defined below) has received a copy of this Agreement and has consented to and appointed the Custodian to act as custodian by signing the Appointment and Consent Agreement, in a form similar to **Exhibit A** attached hereto;

WHEREAS, the Custodian is willing to act as NFS' custodian in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be Provided by the Custodian. The Custodian shall oversee the receipt, custody and return of the Collateral in the Custody Account (as defined below) on such Customer's behalf. **The Custodian's duties shall include:**
 - a. Receiving on a daily basis no later than 4:00 pm Eastern Time: (a) a Collateral schedule, in the form agreed by the parties from time to time, from NFS that lists each Customer with an open securities loan under the Program and the amount of Collateral required to be provided by NFS to such Customer (the "Schedule"); (b) a notice, in such form as the parties may agree (the "Daily Funds Adjustment Notice"), for the adjustment of the Custody Account balance indicating one of the following (i) additional funds to be deposited by NFS, (ii) excess funds to be delivered to NFS or (iii) no adjustment (the "Daily Funds Adjustment"). NFS shall deliver the Schedule and the Daily Funds Adjustment Notice by means of secure electronic mail sent to the electronic mail address advised by Custodian to NFS from time to time, or, if secure electronic mail is not available, by facsimile transmission sent to the facsimile transmission number advised by Custodian to

NFS from time to time, or by such other method that is agreed to by Custodian and NFS.

- b. Verifying that the balance in the Custody Account after the Daily Funds Adjustment has been made is equal to or greater than 100% of the aggregate Collateral amount required for all Customers and reflected on the Schedule for that day (the "Aggregate Collateral Amount").
- c. Notifying NFS no later than 5:00 p.m. Eastern Time by secure electronic mail sent to the electronic mail address advised by NFS to Custodian from time to time or, if secure electronic mail is not available, by facsimile transmission sent to the facsimile transmission number advised by NFS to Custodian from time to time, or by such other method that is agreed to by the Custodian and NFS (the "Confirmation of Custody Balance"), in a form similar to **Exhibit B** attached hereto: (a) the balance in the Custody Account, after the Daily Funds Adjustment has been made; and (i) that the Custody Account is equal to or greater than 100% of the Aggregate Collateral Amount reflected on the Schedule for such day, or (ii) the balance in the Custody Account is less than 100% of the Aggregate Collateral Amount reflected on the Schedule for such day and the amount that NFS is required to transfer in order to eliminate the deficit in the Custody Account by the close of business on such day; and (b) the balance in the Custody Disbursement Account. If additional funds are not made available by the end of the business day to bring the balance in the Custody Account equal or greater than 100%, see Section 5 hereof - Collateral Value of Less than 100% of the Aggregate Collateral Amount.
- d. **Disbursing to any Customer any portion of the Collateral** being held for the benefit of such Customer as reflected on the Schedule for such day (or, if no Schedule is received that day, the last Schedule received prior to that day) pursuant to a request from such Customer to the Custodian (the "Customer Collateral Disbursement Notice"), as attached hereto as **Exhibit C**. Upon receipt of a Customer Collateral Disbursement Notice and verification by the Custodian that the amount requested for disbursement in such Customer Collateral Disbursement Notice does not exceed the amount of Collateral being held for the benefit of such Customer as reflected on the Schedule for such day, the Custodian shall: (a) use best efforts to notify NFS within one hour of, but in no circumstances more than two hours following, the receipt of a Customer Collateral Disbursement Notice, provided that the request is received during business hours of 8:00 a.m. and 4:00 p.m. Eastern Time (b) transfer the 100% amount set forth in the Customer Collateral Disbursement Notice to a segregated custody account to be named: "U.S. Bank, N.A., Custodian for the Customers of NFS' Fully-Paid Securities Lending Program Custody Disbursement Account" (the "Custody Disbursement Account") to be held pending completion of any regulatory, security or bank policy requirements, (c) upon completion of such requirements, the Custodian shall (i) notify NFS of the completion and pending release (ii) release funds as directed by the customer in the Customer Collateral Disbursement Notice. If there is not enough cash to transfer to the segregated

custody account named: "U.S. Bank, N.A., Custodian for the Customers of NFS' Fully-Paid Securities Lending Program Custody Disbursement Account," NFS shall sell investments for same day settlement to raise the necessary cash. If NFS is unable to or otherwise fails to sell investments, Custodian shall sell investments in a commercially reasonable manner for same day settlement to raise the necessary cash. Such disbursement shall be made no later than close of business on the second business day following the day on which the Customer Collateral Disbursement Notice is received by the Custodian, any required regulatory, security or bank policy requirements have been processed and the disbursement request has passed all applicable regulatory, security and bank policy requirements. Amounts listed on the Customer Collateral Disbursement Notices forwarded to NFS shall be removed by NFS from the next day's Schedule or a revised current day's Schedule.

The Custodian, solely in its capacity as Custodian under the terms of this Agreement, agrees that (a) it will comply with entitlement orders originated by each Customer with respect to such Customer's Collateral without further consent by NFS, and (b) it has control of the security entitlements comprising such Customer's Collateral on behalf of such Customer, in each case subject to all of the other terms and conditions of this Agreement (including, without limitation, the other terms and conditions of this Section 1(d)). The parties agree that (i) the Custody Account is a "securities account" (as defined in Section 8-501(a) of the New York Uniform Commercial Code ("UCC")), (ii) the Custodian is a "securities intermediary" (as defined in Section 8-102(a)(14) of the UCC), (iii) the Custody Account is an account to which "financial assets" (as defined in Section 8-102(a)(9) of the UCC) are or may be credited, (iv) all securities or other property underlying any financial assets credited to the Custody Account shall be registered in the name of the Custodian, indorsed to the Custodian or in blank or credited to another securities account maintained in the name of the Custodian, and (v) each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Custody Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the UCC. Any term used in this Section 1(d) that is not defined herein and is defined in the UCC shall have the meaning assigned to it in the UCC.

For the avoidance of doubt, NFS hereby acknowledges that (i) Custodian holds the Assets on an omnibus basis, (ii) while NFS' customers hold a perfected first priority security interest in the assets held in the omnibus collateral account, the account will not indicate the individual name of any NFS Customer, (iii) Custodian is not a party to the Master Securities Lending Agreement between NFS and its Customers, (iv) Custodian has no agency, contractual, or service relationship with any NFS Customers pursuant thereto or this Agreement other than the Appointment and Consent Agreement; and (v) Custodian's provision of services under this Agreement does not cause any NFS Customer that is NFS' "consumer" to be Custodian's "consumer," even if NFS from time to time gives Custodian "nonpublic personal information" about an NFS "consumer" as needed to settle securities transactions and other financial market transactions under this

Agreement, as such terms are defined in 15 U.S. Code Subchapter I—Disclosure of Nonpublic Personal Information or 12 CFR Part 1016—Privacy of Consumer Financial Information.”

- e. Verifying for each Customer whether or not such Customer's name is included on the most recent Schedule, the amount of Collateral designated for such Customer's benefit on such Schedule, receipt of a Customer Collateral Disbursement Notice and confirmation of a disbursement or non-disbursement. Each Customer may contact the Custodian by email at fundcustody.notices@usbank.com.
 - f. Receipt of a report, following request to NFS, detailing collateral pledge quantities and values with any Customer to enable the Custodian to verify the accuracy of the Aggregate Collateral Amount identified on the schedule for that day.
2. Investment and Disbursement of the Custody Account. The Custodian shall:
- a. Open, maintain and hold an account in the name of the Custodian for the exclusive benefit of the Customers named "The U.S. Bank, N.A. Custodian for the Customers of NFS' Fully-Paid Securities Lending Program Customer Custody Account" (the "Custody Account") where it will hold all cash, cash equivalents and securities (and all certificates and instruments representing the same) deposited with, or otherwise delivered to, the Custodian by NFS, and all interest, dividend, investment income, cash and other proceeds from time to time received in respect of any or all of the foregoing.
 - b. Invest all cash held in the Custody Account in allowable investments under Rule 15c3-3(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), as directed by an Authorized Person, as defined below, of NFS in writing. Exhibit B of the Services Agreement between NFS and Custodian dated March 18, 2022 includes a list of all authorized persons of NFS that can instruct the Custodian (such person a “Authorized Person”). The Custodian shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Agreement. The Custodian is hereby authorized, in making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Custodian or for any third person or dealing as principal for its own account. NFS acknowledges that the Custodian is not providing investment supervision, recommendations, or advice.
 - c. Disburse cash and securities: (a) in the Custody Account at the written direction of an Authorized Person of NFS or in accordance with a court order; provided however, the remaining balance in the Custody Account following the transfer is equal to or exceeds 100% of the Aggregate Collateral Amount according to the most recently received Schedule unless such disbursement is in compliance with a court order or a pro-rata disbursement of funds as further described in Section 5, (b) upon receipt of a Customer Collateral Disbursement Notice at the written

direction, pending completion of any applicable regulatory, security or bank policy requirements, of the Customer, or (c) upon receipt of a court order.

- c. Present for payment all maturing securities or any securities called for redemption and collect proceeds therefrom.

3. Powers of the Custodian. The Custodian is authorized and empowered to:

- a. Hold assets in the Custodian's name for the benefit of the Customers.
- b. Employ agents other than its employees and delegate to them such ministerial and other nondiscretionary duties as it sees fit and to rely upon information furnished by such agents.
- c. Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and other instruments that may be necessary or appropriate to carry out its duties and powers.

4. Investment of the Custody Account.

- a. Custodian shall settle transactions in the Custody Account in allowable investments under Rule 15c3-3(b) of the Securities Exchange Act of 1934, as amended, as directed by an Authorized Person of NFS in writing.
- b. NFS may, from time to time, provide instructions for Custodian to use any available cash awaiting investment or distribution in the Custody Account to purchase any short-term investments that Custodian from time to time makes available to clients. Such instructions shall be provided via delivery to Custodian of a signed and completed Short Term Investment Directive in the form of Exhibit D. All funds invested by Custodian at the direction of NFS in such short-term investments shall be deemed to be part of the Custody Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Custody Account after the cut-off time for the designated short-term investment vehicle, Custodian shall hold such cash uninvested until the next business day. The Custodian shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Agreement. The Custodian is hereby authorized, in settling, making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Custodian or for any third person or dealing as principal for its own account. NFS acknowledges that the Custodian is not providing investment supervision, recommendations, or advice.
- c. Customers shall acknowledge, in the Master Securities Lending Agreement, that in consideration of payments to be made directly to such Customer by NFS with respect of the loaned securities that NFS shall be entitled to receive all interest,

dividends and other investment income earned on the Collateral. Collateral held in the Custody Disbursement Account shall not be invested.

5. Collateral Value of Less than 100% of the Aggregate Collateral Amount. If the market value of the Collateral is less than 100% of the Aggregate Collateral Amount on the then current Schedule:
 - a. The Custodian shall notify NFS of the deficiency in a form similar to **Exhibit B** attached hereto.
 - b. If the Collateral value is not equal to or greater than 100% of the Aggregate Collateral Amount by 5:00 pm Eastern Time on any business day the Custodian shall (i) notify NFS that the Custodian will not accept any new Schedules that have the same or an increased Aggregate Collateral Amount or changes to the then effective Schedule Customers and their respective dollar amounts until the market value of the Collateral is equal to or greater than 100% of the Aggregate Collateral Amount on the then-current Schedule (the "Locked Schedule") in a form similar to **Exhibit B** attached hereto; (ii) send notification to each Customer of such deficiency or Locked Schedule no later than the close of business on the third (3) business day following such deficiency or Locked Schedule has occurred and is continuing. If the 100% valuation of the Collateral is obtained by removal of a Customer(s) from the Schedule, NFS must notify the Custodian of (a) the Customer(s) removed from the Schedule, (b) said Customers Collateral amount removed from the Schedule, (c) and that said removal was done in accordance with the Program stating that Collateral Value is once again equal to or greater than 100%.
 - c. If the Collateral value is once again equal to or greater than 100% of the Aggregate Collateral Amount the Custodian shall notify NFS, in a form similar to **Exhibit B** attached hereto, that the Schedule has been un-locked and that the Custodian will accept new daily Schedules.
 - d. In the event Custodian does not receive a Schedule on a business day in accordance with the terms of Section 1(a) herein, such event will result in a Locked Schedule until a new Schedule is received by Custodian.
 - e. If the Custodian receives any Customer Collateral Distribution Notices during a period when the Collateral is less than 100% of the Aggregate Collateral Amount on the then effective Locked Schedule, or a Locked Schedule results from the failure to receive a new Schedule, each Customer shall receive a pro-rata distribution amount based on the Customers' percentage interest in the then-available Collateral according to the Locked Schedule.

6. Reports.

The Custodian shall furnish to NFS a monthly statement of the Custody Account reflecting all activity during the month, and an inventory of assets including their market value as of month end. The Custodian will furnish such other reports as NFS may reasonably request, including reports to NFS accountants or examiners, but no more frequently than monthly. The Custodian shall provide online view only access to the daily transactions in the accounts set up under this Agreement to NFS.

7. Confidentiality.

- a. Custodian acknowledges and understands that any information provided by NFS regarding a Customer ("Customer Information") is confidential and proprietary. Custodian agrees to use its best efforts (the same being not less than that employed to protect its own proprietary and customer information) to safeguard the Customer Information and to prevent the unauthorized, negligent or inadvertent use or disclosure thereof. Custodian shall not, without the prior written approval of an officer of NFS, directly or indirectly, disclose the Customer Information to any person or business entity except for a limited number of employees, attorneys, accountants and other advisors of Custodian and its affiliates on a need-to-know basis and except as provided in subsection (d) of this Section. Custodian shall only use the Customer Information for the limited purpose set forth in this Agreement or such other purposes as the parties may from time to time agree, and shall not use the Customer Information for any other purpose. Custodian shall promptly notify NFS in writing of any unauthorized, negligent or inadvertent use or disclosure of Customer Information. Custodian shall be liable under this Agreement to NFS for any use or disclosure in violation of this Agreement by its or its affiliates' employees or agents due to the Custodian's gross negligence or willful misconduct.
- b. To the extent consistent with Custodian's obligations under applicable laws and regulations, Custodian shall, upon termination of this Agreement, promptly: (i) return to NFS any and all Customer Information in tangible form together with any copies or reproductions thereof; and (ii) destroy any notes, memoranda or other documents concerning the Customer Information and provide a certificate from an officer of Custodian certifying to NFS that such items have been destroyed.
- c. Custodian acknowledges and understands that the use or disclosure of the Customer Information in any manner inconsistent with this Section will cause NFS irreparable damage. Notwithstanding any other provision of this Agreement, NFS shall have the right to (i) equitable and injunctive relief to prevent such unauthorized or inadvertent use or disclosure, and (ii) recover the amount of all such damage (including attorneys' fees and expenses) to NFS in connection with such use or disclosure. In the event that any court of competent jurisdiction determines that any provision of this section is too broad to enforce as written, such court is authorized and directed to construe, modify or reform such provision to the extent reasonably necessary to make such provision enforceable. Nothing in this Agreement or other agreements between the parties shall be construed to prohibit

NFS from pursuing any other available remedies for breach or threatened breach of this Section, including the recovery of damages. No failure or delay by NFS in exercising any right, power or privilege under this Section shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any other right, power or privilege hereunder.

- d. Notwithstanding any other provision of this Agreement or any related agreements between the parties, Custodian shall not have any confidentiality obligations under this Section with respect to any information disclosed to Custodian that is: (i) already known to Custodian or its affiliates at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of Custodian; (iii) subsequently disclosed to Custodian or its affiliates on a non-confidential basis by a third party which rightfully acquired such information and did not have a confidential relationship with NFS; (iv) communicated to a third party by Custodian with the express written consent of NFS; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided that Custodian provides prompt notice of any such subpoena, order, etc. to NFS, if Custodian is not prohibited from giving such notice by law or under the terms of such subpoena or summons or order or other judicial or governmental process, so that NFS will have the opportunity to obtain a protective order.
 - e. The rights and obligations of Custodian and NFS under this Agreement with respect to any Customer Information disclosed or obtained prior to termination of this Agreement shall survive any termination of this Agreement, or any return of Customer Information under subsection (b) of this Section for a period of five (5) years.
8. Amendment and Termination. This Agreement may be amended by written agreement of NFS and the Custodian at any time. This Agreement shall continue in effect until terminated by either NFS or the Custodian upon ninety (90) days' prior written notice the other. Upon termination, all cash and other assets held in the Custody Account shall be delivered by the Custodian to NFS or to any other person in accordance with the NFS's written instruction. NFS shall notify the Customer of any amendments to or the termination of this Agreement.
9. Indemnification and Limitation on Liability. NFS agrees to indemnify, defend and hold the Custodian and its agents, affiliates, successors and assigns harmless from and against any and all damages, claims, liabilities, losses, costs and expenses (including without limitation attorney's fees and expenses) ("Losses"), that may be imposed on, incurred by, or asserted against the Custodian by reason of its acceptance of this account or the performance of its duties under this Agreement (including but not limited to: (a) any Customer Collateral Disbursement Notice or any CIP document; (b) the failure of NFS to comply with any of its obligations under this Agreement, including, but not limited to, NFS' failure to inform a Customer of all the terms of this Agreement (other than the names of all the other Customers of NFS) as such terms may change from time to time and NFS'

failure to deliver to Custodian any communication from a Customer to the Custodian; (c) NFS' valuation of the Customers' lent fully-paid or excess margin securities and Collateral available to such Customer on the Schedule and the Aggregate Collateral Amount on the Schedule; (d) the failure of any Customer to be named on a Schedule when it should be named on a Schedule or to have the correct collateral amount for any Customer specified on a Schedule; (e) Custodian's receipt of, or failure to receive, a Schedule on any Business Day; (f) Custodian's giving of, or failure to give, any Confirmation of a Schedule; (g) any information a Customer receives from NFS regarding the Agreement and the amount available to such Customer or to all the Customers at any time under the Schedules; (h) Custodian's receipt of Customer Collateral Disbursement Notices and Schedules by facsimile transmission as provided in this Agreement instead of by some other means); including, but not limited to, damages, claims, liabilities, losses, costs and expenses, incurred by the Custodian as a result of its efforts in following directions and/or any action or inaction of the Custodian or of any other authorized parties, including third parties, regarding the Custody Account, unless such Losses are finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Custodian. IN NO EVENT SHALL THE CUSTODIAN BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS) FROM ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY IT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION. The foregoing indemnification shall survive any termination or assignment of this Agreement and any resignation or removal of the Custodian.

10. Notices. All notices, instructions, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if delivered personally to the party to whom notice is to be given, (b) on the day of transmission if sent by facsimile transmission to the facsimile number given below, and written confirmation of receipt is obtained promptly after completion of transmission, (c) on the day after delivery via Federal Express or similar overnight courier service or the Express Mail service maintained by the United States Postal Service, (d) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed, return receipt requested, or (e) on the day of transmission is sent by secure electronic mail transmission (with pdf attachment) with confirmation of receipt sent to the sender(s) via secure electronic mail transmission, to the party as follows:

Notices to NFS shall be directed and mailed as follows:

National Financial Services LLC
200 Seaport Boulevard
Boston, MA 02210
Attention: Fidelity Capital Markets – Legal Counsel
Tel: 617-563-8770

Notices to the Custodian shall be directed and mailed as follows:

U.S. Bank, N.A.
U.S. Bank Tower
425 Walnut Street, Cincinnati,
OH 45202 | CN-OH-W6TC
Attn: Global Fund Custody Support Services
Phone: 513.632.2443
Email: fundcustody.notices@usbank.com

Notices to each Customer shall be directed and mailed to the address provided for such Customer on the Schedule.

Either party may change its address for purposes of the paragraph by giving the other party written notice of the new address in the manner set forth above.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument.
12. Governing Law. This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York.
13. Entire Agreement. This Agreement is the final integration of the agreement of the parties with respect to the matters covered by it and supersedes any prior understanding or agreement, oral or written, with respect thereto.
14. Severability. The invalidity of any portion of this Agreement shall not affect the validity of the remainder hereof.

[Signature page is attached.]

IN WITNESS WHEREOF, authorized officers of the parties have duly executed this Agreement as of the day and year first written above.

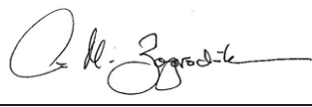
NATIONAL FINANCIAL SERVICES LLC

By:  _____

Name: Jon Hunt

Title: Deputy Treasurer

U.S. BANK, NATIONAL ASSOCIATION, as
Custodian

By:  _____

Name: Anita Zagrodnik

Title: Senior Vice President

5/2/2022

EXHIBIT A

Appointment and Consent Agreement

[Date]

[Customer]

[Address]

[Address]

Dear [Customer]:

Subject to the terms and conditions described below, you hereby appoint U.S. Bank, N.A. (the "Custodian") as your agent for the custody of Collateral pledged in your favor by National Financial Services LLC ("NFS") in connection with its Fully-Paid Securities Lending Program (the "Program"). Capitalized terms in this Appointment and Consent Agreement not otherwise defined shall have the meanings set forth in the accompanying Collateral Administration Agreement, dated April 25, 2022, between Custodian and NFS (the "CAA").

You acknowledge, consent and agree that:

1. Custodian is authorized and empowered to oversee the receipt, custody and return of the Collateral in the Custody Account. Collateral shall be held by Custodian in an omnibus account in the name of Custodian for the benefit of you and other Customers of NFS participating in the Program.
2. Custodian is not a party to, and does not guarantee any party's obligations arising from or relating to, any master securities lending agreement or other similar securities lending agreement (each, an "MSLA") entered by you and NFS. Without limiting the generality of the foregoing, Custodian shall bear no responsibility in the event NFS is in breach of any of its obligations to you under the MSLA. Custodian serves as your custodian only and has no duty to compel NFS to deliver additional amounts of Collateral in the event of a shortfall in the required amount.
3. In accordance with, and subject to the terms and conditions of the CAA, Custodian shall be responsible for (i) safekeeping Collateral delivered by NFS to Custodian; (ii) verifying that the amount of Collateral received by Custodian from NFS for your benefit is equal to or greater than the marked-to-market value of securities identified by NFS as having been borrowed from you; (iii) notifying you in the event that Custodian fails to receive from NFS Collateral equal to or greater than the marked-to-market value of securities identified by NFS as having been borrowed from you; and (iv) disbursing Collateral to you according to the terms and conditions of the CAA. In no event shall Custodian be considered to have acted as your investment adviser, fiduciary or to have assumed any obligation to provide investment advice with respect to the Collateral.

4. Custodian is entitled to rely on any written instructions from authorized representatives of NFS concerning the receipt and disbursement of the Collateral and the Custody Account in accordance with the terms and conditions of the CAA.
5. Custodian may receive personal information about you from NFS to enable Custodian to fulfill regulatory, security or bank policy obligations, including verifying your identity as required by their Customer Identification Program. This information will be provided to Custodian in accordance with the NFS privacy policy and as permitted by law.
6. This Appointment Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. You irrevocably consent to the jurisdiction and venue of the federal and state courts located in New York County in the State of New York.
7. This Appointment Agreement, together with the CAA, contains the entire understanding between you and the Custodian regarding the Collateral. All prior oral or written agreements, arrangements and understandings are superseded by this Appointment Agreement.
8. This Appointment Agreement may not be amended or modified in any manner except in a written agreement executed by you, NFS and the Custodian.
9. A copy of the CAA has been delivered to you from NFS.

Please acknowledge your consent and agreement to the above terms and conditions by countersigning this letter and returning it to the attention of the NFS securities finance desk.

ACCEPTED & AGREED:

[Name of Customer]

ACKNOWLEDGED:

U.S. Bank, N.A., as Custodian, will acknowledge your appointment of U.S. Bank, N.A., as agent for the custody of the Collateral as per this Appointment and Consent Agreement by acceptance of an electronic file from NFS listing you as a Customer on the Schedule.

EXHIBIT B

Confirmation of Custody Balance

Date: _____

To:

National Financial Services LLC
Securities Finance Department
200 Seaport Boulevard Z2H
Boston, MA 02210
Email: cfusupport@fmr.com;
fullypaidlending@fmr.com;

From:

This confirmation (the "Confirmation") is given pursuant to Section 1(c) of the Collateral Administration Agreement between National Financial Services LLC ("NFS") and U.S. Bank, N.A. (the "Custodian") dated April 25, 2022 (the "Agreement").

The Custodian hereby informs NFS of the following after the adjustment has been made in accordance with the Daily Funding Adjustment Notice date the same hereof, is:

The balance in the Custody Account is \$ _____.

The balance in the Custody Disbursement Account is \$ _____.

And when the balance in the Custody Account is compared to the Aggregate Collateral Amount listed on the current Schedule dated ____/____/____ that the Custody Account balance is:

_____ Equal to or greater than 100% of the Aggregate Collateral Amount listed on the current Schedule, and the Schedule is un-locked (if locked by a previous notice).

_____ A wire transfer, in the amount of \$ _____ was (received from / sent to) NFS on the same date hereof.

_____ Less than 100% of the Aggregate Collateral Amount listed on the current Schedule. Additional fund in the amount of \$ _____ is required by the end the business day.

_____ The current Schedule is now a Locked Schedule. The Custody Account is less than 100% of the Aggregate Collateral Amount as of the end of the business day of this Confirmation or no Schedule was received.

EXHIBIT C
Customer Collateral Disbursement Notice

Date: _____

To Custodian:	From Customer:
U.S. Bank, N.A.	Name:
U.S. Bank Tower	Attn.:
425 Walnut Street	Address:
Cincinnati, OH 45202 CN-OH-W6TC	
Attn: Global Fund Custody Support Services	e-mail:
e-mail: fundcustody.notices@usbank.com	Phone number:
	Date of birth:
	TIN:

This Customer Collateral Disbursement Notice (the "Notice") is given in accordance with the Master Securities Lending Agreement and we hereby represent that on the date of this Notice we are a Client of the Fully-Paid Lending Program of National Financial Services, LLC ("NFS") and a Customer as defined in the Collateral Administration Agreement between NFS and U.S. Bank, N.A. (the "Custodian") dated April __, 2022 (the "Agreement"). We hereby certify that NFS is in breach of its obligations under its Master Securities Lending Agreement with us covering the borrowing by NFS of fully-paid securities that we own. As a result of such breach, we hereby demand payment of U.S. \$ _____ under the Agreement. We hereby request that you wire funds to our account as follows:

Name of Account:
 Account Number:
 Bank Name:
 Bank ABA/Routing Number:
 Additional text (if necessary):

In order for the Custodian to comply with certain regulatory, security or bank policy requirements, we understand that certain customer information is required by the Custodian prior to making a disbursement. If the information contained in this Notice is unclear or additional information is needed to comply with any such requirements, the Custodian will notify the Customer.

In signing this Notice the Customer understands and agrees that (1) the amount available to each single Customer under the above described Agreement at any time shall be the individual amount specified for each such Customer on the Schedule effective at such time this Notice is received less the amount of all previously amounts disbursed to such Customer while such Schedule was in effect, (2) disbursements will be made to the Customer within two business days after each Notice is received and all regulatory, security and bank policy requirements have been met, (3) if the Aggregate Collateral Amount listed on the Schedule effective at the time this Notice is received is greater than the Collateral in the Custody Account, the Custodian shall make a pro-rata disbursement based on the then available Collateral, (4) the Custodian is not in any way responsible for (a) whether any Customer is named as a Customer on the Schedule, (b) the amount specified on any Schedule being available to any Customer,

information about the Agreement, (d) delayed or blocked disbursements due to regulatory, security or bank policy requirements and shall not be in default or liable in any way for said delay or blocked disbursement, (5) the Custodian will rely on the wire instructions received with this Notice in making a disbursement even if the account is not the account of the Customer presenting such Notice, the Custodian is not responsible for errors in the information provided, (6) all communications from a Customer, other than (a) a Customer's communication concerning making this Notice, (b) a Customer's inquiry concerning this Notice, (c) inquiry about the amount available to such Customer for disbursement under the Agreement pursuant to a Schedule, (d) or the amount such Customer has drawn under this Agreement while the same Schedule was in effect, will be directed to NFS, and (7) the amount available on the Schedule effective at such time this Notice is received is the aggregate amount available for disbursement, the Custodian is not responsible for changes in the market value of the securities between the effective schedule and the date the disbursement is made.

Custodian will verify any request under this notice with a call-back to the Customer before payment at the number that was provided by NFS. Customer agrees that Custodian may delay the initiation of any fund transfer until the security measures it deems to be necessary and appropriate have been completed and shall incur no liability on account of such delay.

Each Customer agrees that its acceptance of all the terms and provisions of this notice will be evidenced by the Customer signing the Master Securities Lending Agreement with NFS. The Customer's signing of this Notice and acceptance of any disbursement made under the Collateral Administration Agreement will also be evidence of such Customer's acceptance of all the terms and provisions of this Notice.

By: _____

Name: _____

Title: _____

Customer Collateral Disbursement Notice

EXHIBIT D

**Agency and Custody Account Direction
For Cash Balances
U.S. Bank Money Market Deposit Account**

This Exhibit D is part of the Collateral Administration Agreement dated as of April 25, 2022, by and between National Financial Services LLC and U.S. Bank, N.A. (the "Agreement"). Capitalized terms used but not defined herein shall have the meaning given in the Agreement.

NFS hereby directs the Custodian to deposit, subject to the Custodian's agreement to the matters stated below under the heading Acknowledgment and Agreement by Custodian and subject to any further direction by NFS in writing from time to time, all cash in the Account(s) in the following money market deposit account of U.S. Bank, N.A. (Bank):

U.S. Bank Money Market Deposit Account (MMDA)

NFS understands that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of \$250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$250,000.

NFS acknowledges that it has the power to direct investments of the Account(s).

NFS understands that it may change this direction with written notice to the Custodian.

NATIONAL FINANCIAL SERVICES LLC

By:  _____

Name: _____ Jon Hunt

Title: _____ Deputy Treasurer

Date: _____ 04/27/2022

Acknowledgement and Agreement by Custodian

NFS has provided direction to the Custodian directing the Custodian to hold the Collateral, including any cash forming part of the Collateral, for the specific purpose of securing NFS's obligations to Customers and for the benefit of Customers. Accordingly, notwithstanding anything to the contrary in the Agreement or in any other agreement governing the terms of the MMDA, it is the intent of NFS and the Custodian that: (1) the receipt and maintenance by the Custodian of cash in the Account(s), including cash deposited as directed herein, shall constitute a bailment under the laws of the State of New York; (2) the parties intend to create a special deposit relationship in favor of the Customers and not a general deposit, and (3) the Custodian shall reflect this special deposit relationship by maintaining a sub ledger of Customers beneficial interest in cash on its books and records.

U.S. BANK, N.A., AS CUSTODIAN

By: Gregory Farley

Name: Gregory Farley

Title: Senior Vice President

Date: 5/11/2022

AMENDED AND RESTATED COLLATERAL ADMINISTRATION AGREEMENT

THIS AMENDED AND RESTATED COLLATERAL ADMINISTRATION AGREEMENT (this "Agreement") dated as of September 1, 2022, is made by and between National Financial Services LLC, a Delaware limited liability company ("NFS"), and Computershare Trust Company, National Association, a national banking association, as custodian hereunder (the "Custodian"). This Agreement is intended to replace in its entirety the Amended and Restated Collateral Administration Agreement between NFS and Wells Fargo Bank, National Association ("WFB"), dated as of April 7, 2021.

WHEREAS, the Custodian is the successor to WFB;

WHEREAS, each brokerage customer of NFS (each a "Customer") may from time to time agree with NFS to lend fully-paid or excess margin securities to NFS pursuant to NFS' Fully-Paid Securities Lending Program (the "Program"), subject to NFS' agreement to deliver collateral to such Customer of equal or greater value to that of the loaned securities (the "Collateral");

WHEREAS, in offering and implementing the Program, NFS is subject to the rules, regulations and interpretations of the Securities and Exchange Commission ("SEC") under the applicable provisions of the Securities Exchange Act of 1934 ("Exchange Act");

WHEREAS, NFS desires to engage the services of the Custodian to oversee the receipt, custody, investment and return of the Collateral and to act on its behalf in providing custodial services for the Collateral under the Custodian's management with such Collateral to be held in an omnibus account in the name of Custodian for the benefit of each of the Customers;

WHEREAS, each Customer that appears on the Schedule (as defined below) has consented to the appointment of the Custodian to act as custodian by signing the Appointment and Consent Agreement, in a form similar to **Exhibit A** attached hereto and has received a copy of this Agreement; and

WHEREAS, the Custodian is willing to act as NFS' custodian in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Services to be Provided by the Custodian. The Custodian shall oversee the receipt, custody and return of the Collateral in the Custody Account (as defined below) on such Customer's behalf. The Custodian's duties shall include:
 - (a) Receiving on a daily basis no later than 3:00 pm Central Time: (a) a Collateral schedule, in the form agreed by the parties from time to time, from NFS that lists each Customer with an open securities loan under the Program and the amount of

Collateral required to be provided by NFS to such Customer (the "Schedule"); (b) a notice, in such form as the parties may agree, (the "Daily Funds Adjustment Notice"), for the adjustment of the Custody Account balance indicating one of the following (i) additional funds to be deposited by NFS, (ii) excess funds to be delivered to NFS or (iii) no adjustment (the "Daily Funds Adjustment"). Prior to submitting the Daily Funds Adjustment Notice, NFS agrees it shall confirm with the Custodian the value of each non-cash Collateral security held in the Custody Account as of the prior day closing price determined pursuant to the procedures of Section 5(b). NFS agrees that it will deliver the Daily Funds Adjustment Notice using the non-cash Collateral security pricing information provided by the Custodian. For the avoidance of doubt, for purposes of the adjustment of the Custody Account balance, only cash will be deposited by NFS into the Custody Account or delivered to NFS from the Custody Account, as applicable. NFS shall deliver the Schedule and the Daily Funds Adjustment Notice by means of secure electronic mail sent to the electronic mail address advised by the Custodian to NFS from time to time, or, if secure electronic mail is not available, by facsimile transmission sent to the facsimile transmission number advised by Custodian to NFS from time to time, or by such other method that is agreed to by Custodian and NFS. The non-cash market value balance in the Custody Account indicated on the Daily Funds Adjustment Notice and Confirmation of Custody Balance (as described below) shall be the market values of securities in the Custody Account at the prior day closing price determined pursuant to the procedures of Section 5(b).

- (b) Verifying that the balance in the Custody Account after the Daily Funds Adjustment has been made is equal to or greater than 100% of the aggregate Collateral amount required for all Customers as reflected on the Schedule for that day (the "Aggregate Collateral Amount").
- (c) Notifying NFS no later than 4:00 p.m. Central time by secure electronic mail sent to the electronic mail address advised by NFS to Custodian from time to time or, if secure electronic mail is not available, by facsimile transmission sent to the facsimile transmission number advised by NFS to Custodian from time to time, or by such other method that is agreed to by the Custodian and NFS (the "Confirmation of Custody Balance"), in a form similar to **Exhibit B** attached hereto: (a) the balance in the Custody Account, after the Daily Funds Adjustment has been made; and (i) that the Custody Account is equal to or greater than 100% of the Aggregate Collateral Amount for the current Schedule, or (ii) the balance in the Custody Account is less than 100% of the Aggregate Collateral Amount for the current Schedule and the amount that NFS is required to transfer in order to eliminate the deficit in the Custody Account by the close of business on such day; and (b) the balance in the Custody Disbursement Account. If additional funds are not made available by the end of the Business Day to bring the balance in the Custody Account equal or greater than 100%, see Section 5 hereof - Collateral Value of Less than 100% of the Aggregate Collateral Amount. For all purposes herein "Business Day" shall mean each day on which the New York Stock Exchange is open for trading or Custodian is open for Fed wire processing.

- (d) Disbursing to any Customer any portion of the Collateral being held for the benefit of such Customer as reflected on the most recently received Schedule for such day (or, if no Schedule is received that day, the last Schedule received prior to that day) pursuant to a request from such Customer to the Custodian (the "Customer Collateral Disbursement Notice"), as attached hereto as **Exhibit C**, and solely under the conditions set forth in the Customer Collateral Disbursement Notice. Upon receipt of a Customer Collateral Disbursement Notice and verification by the Custodian that the Customer Collateral Disbursement Notice appears to be valid when compared to the then available Schedule, the Custodian shall: (a) notify NFS within one hour of the receipt of a Customer Collateral Disbursement Notice, (b) transfer the 100% amount set forth in the Customer Collateral Disbursement Notice to a segregated custody account to be named: "Computershare Trust Company, N.A., Custodian for the Customers of NFS' Fully-Paid Securities Lending Program Custody Disbursement Account" (the "Custody Disbursement Account") to be held pending completion of certain regulatory requirements, (c) upon completion of the regulatory requirements, the Custodian shall (i) notify NFS of the completion and pending release (ii) release funds as directed by the customer in the Customer Collateral Disbursement Notice. If there is not enough cash to transfer to the Custody Disbursement Account, NFS shall sell investments for same day settlement to raise the necessary cash. If NFS is unable to or otherwise fails to sell investments, NFS hereby authorizes and directs Custodian to sell investments in a commercially reasonable manner. The Custodian shall incur no liability as a result of the manner of any sale of investments or the value received for the investment, it being understood that any sale pursuant to this Section 1(d) shall be deemed commercially reasonable. NFS hereby waives any claims against Custodian arising by reason of the fact that the price at which the investments may have been sold at such sale was less than the price that might have been obtained otherwise. Such disbursement shall be made no later than close of business on the second Business Day following the day on which the Customer Collateral Disbursement Notice is received by the Custodian and the required regulatory requirements have been processed and passes all required bank and regulatory requirements. Amounts listed on the Customer Collateral Disbursement Notices forwarded to NFS shall be removed from the next day's Schedule or a revised current day's Schedule.

The Custodian, solely in its capacity as Custodian under the terms of this Agreement, agrees that (a) it will comply with entitlement orders originated by each Customer with respect to such Customer's Collateral without further consent by NFS, and (b) it has control of the security entitlements comprising such Customer's Collateral on behalf of such Customer, in each case subject to all of the other terms and conditions of this Agreement (including, without limitation, the other terms and conditions of this Section 1(d)). The parties agree that (i) the Custody Account is a "securities account" (as defined in Section 8-501(a) of the New York Uniform Commercial Code ("UCC")), (ii) the Custodian is a "securities intermediary" (as defined in Section 8-102(a)(14) of the UCC), (iii) the Custody Account is an account to which "financial assets" (as defined in Section 8-102(a)(9) of the UCC)

are or may be credited, (iv) all securities or other property underlying any financial assets credited to the Custody Account shall be registered in the name of the Custodian, indorsed to the Custodian or in blank or credited to another securities account maintained in the name of the Custodian, and (v) each item of property (whether investment property, financial asset, security, instrument or cash) credited to the Custody Account shall be treated as a "financial asset" within the meaning of Section 8-102(a)(9) of the UCC. Any term used in this Section 1(d) that is not defined herein and is defined in the UCC shall have the meaning assigned to it in the UCC.

- (e) Verifying for each Customer contacting the Custodian whether or not such Customer's name is included on the most recent Schedule, the amount of Collateral designated for such Customer's benefit on such Schedule, receipt of a Customer Collateral Disbursement Notice and CIP documents and confirmation of a disbursement or non-disbursement. Each Customer may contact the Custodian by E-mail at NFS~~Team~~@computershare.com. NFS shall handle all other communications from a Customer.
- (f) Receipt of a report, following request to NFS, detailing collateral pledge quantities and values with any Customer to enable the Custodian to verify the accuracy of the Aggregate Collateral amount identified on the schedule for that day.
- (g) Custodian will attend to the settlement of securities transactions. To the extent the Custodian settles securities transactions on a contractual settlement date basis and the securities and/or cash are not subsequently received by Custodian, Custodian may reverse the contractual settlement date entries relating to such settlement. NFS shall deliver all trade instructions to the Custodian no later than 11:00 a.m. Central time on the Business Day prior to the trade settlement date. On the day of any trade settlement and prior to delivery of that day's Daily Funds Adjustment Notice, NFS shall confirm that the trade has actually settled and notify the Custodian.
- (h) Custodian shall not have any duty to verify or determine the mark to market value of the securities borrowed from the Customers and shall conclusively rely on the information provided in the Schedule.

2. Investment and Disbursement of the Custody Account. The Custodian shall:

- (a) Open, maintain and hold an account on the Custodian's books and records in the name of the Custodian for the exclusive benefit of the Customers named "Computershare Trust Company, N.A., Custodian for the Customers of NFS' Fully-Paid Securities Lending Program Customer Custody Account" (the "Custody Account") where it will maintain all cash, cash equivalents and securities (and all certificates and instruments representing the same) deposited with, or otherwise delivered to the Custodian by NFS, and all interest, dividend, investment income, cash and other proceeds from time to time received in respect of such funds on deposit, as set forth in **Exhibit D** hereto or as directed by NFS in writing.

- (b) Invest all cash held in the Custody Account in allowable investments under Rule 15c3-3(b) of the Securities Exchange Act of 1934, as amended, as directed by NFS in writing. The Custodian shall have no responsibility or liability for any loss which may result from any investment or sale of investment made pursuant to this Agreement. The Custodian is hereby authorized, in making or disposing of any investment permitted by this Agreement, to deal with itself (in its individual capacity) or with any one or more of its affiliates, whether it or any such affiliate is acting as agent of the Custodian or for any third person or dealing as principal for its own account. NFS acknowledges that the Custodian is not providing investment supervision, recommendations, or advice. NFS further acknowledges that Custodian is not providing advice with respect to compliance with applicable rules, regulations and interpretations of the SEC.
- (c) Disburse cash and securities: (a) in the Custody Account at the written direction of an authorized person of NFS or in accordance with a court order; provided however, the remaining balance in the Custody Account following the transfer is equal to or exceeds 100% of the Aggregate Collateral Amount according to the most recently received Schedule unless such disbursement is in compliance with a court order or a pro-rata disbursement of funds as further described in Section 5, (b) upon receipt of a Customer Collateral Disbursement Notice in accordance with the terms and conditions of such Customer Collateral Disbursement Notice, or (c) upon receipt of, and in accordance with, a final and non-appealable order of a court of competent jurisdiction.
- (d) Any such interest income received by the Custody Account shall be recorded by the Custodian to the income ledger maintained by Custodian in the Custody Account established by NFS (the "Income Ledger"). The Custodian shall disburse funds recorded in the Income Ledger at the written direction of NFS. Any interest or other income automatically posted on the payment date to the Income Ledger which is subsequently revised to a lesser amount shall be reimbursed by NFS to the Custodian and the Custodian may debit the Income Ledger for this purpose.

3. Powers of the Custodian. The Custodian is authorized and empowered to:

- (a) Act as a non-discretionary custodian under the terms and conditions of this Agreement.
- (b) Hold assets in the Custodian's name for the benefit of the Customers.
- (c) Employ agents other than its employees and delegate to them such ministerial and other nondiscretionary duties as it sees fit and to rely upon information furnished by such agents.
- (d) Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and other instruments that may be necessary or appropriate to carry out its duties and powers.

4. Collateral Value of Less than 100% of the Aggregate Collateral Amount. If the market value of the Collateral is less than 100% of the Aggregate Collateral Amount on the then current Schedule,
- (a) The Custodian shall notify NFS of the deficiency in a form similar to **Exhibit B** attached hereto.
 - (b) If the Collateral value is not equal to or greater than 100% of the Aggregate Collateral Amount by the end of the Business Day the Custodian shall (i) notify NFS that the Custodian will not accept any new Schedules that have the same or an increased Aggregate Collateral Amount or changes to the then effective Schedule Customers and their respective dollar amounts until the market value of the Collateral is equal to or greater than 100% of the Aggregate Collateral Amount on the then-current Schedule (the "Locked Schedule") in a form similar to **Exhibit B** attached hereto; (ii) notify each Customer of such deficiency or Locked Schedule no later than the close of business on the third (3) Business Day following such deficiency or Locked Schedule. If maintaining 100% Aggregate Collateral Amount is achieved by removal of a Customer(s) from the Schedule, NFS must notify the Custodian of (a) the Customer(s) removed from the Schedule, (b) said Customers Collateral amount removed from the Schedule, (c) and that said removal was done in accordance with the Program.
 - (c) If the Collateral value is once again equal to or greater than 100% of the Aggregate Collateral Amount the Custodian shall notify NFS, in a form similar to **Exhibit B** attached hereto, that the Schedule has been un-locked and that the Custodian will accept new daily Schedules.
 - (d) In the event Custodian does not receive a Schedule on a Business Day in accordance with the terms of Section 1(a) herein, such event will result in a Locked Schedule until a new Schedule is received by Custodian.
 - (e) If the Custodian receives any Customer Collateral Distribution Notices during a period when the Collateral is less than 100% of the Aggregate Collateral Amount on the then effective Locked Schedule, or a Locked Schedule results from the failure to receive a new Schedule, each Customer shall receive a pro-rata distribution amount based on the Customers' percentage interest in the then-available Collateral according to the Locked Schedule.
5. Reports.
- (a) The Custodian shall furnish to NFS a monthly statement of the Custody Account reflecting all activity during the month, and an inventory of assets including their market value as of month end. The Custodian will furnish such other reports as NFS may reasonably request, including reports to NFS accountants or examiners, but no more frequently than monthly. The Custodian shall provide online view

only access to the daily transactions in the accounts set up under this Agreement to NFS.

- (b) NFS understands and agrees that Custodian will use prices furnished by standard industry pricing services in determining market values of securities in the Custody Account each day at the prior day closing price and further agrees that Custodian can conclusively rely on such prices without review or reasonableness checking. If the Custodian receives multiple prices, Custodian will utilize the lowest price furnished. If no current price is available from standard industry pricing services for any security held in the Custody Account, NFS agrees that Custodian shall be entitled but not required to rely on written instructions of NFS or its designee as to the market value of that security. In no event shall Custodian incur any liability in respect of determining market values of securities in the Custody Account, it being understood that any determinations of a market value pursuant to this Section 5(b) shall be deemed commercially reasonable for all purposes hereunder. NFS hereby acknowledges and agrees that such determinations shall be conclusive and binding on the parties.

6. Confidentiality.

- (a) Custodian acknowledges and understands that any information provided by NFS regarding a Customer ("Customer Information") is confidential and proprietary. Custodian agrees to use its best efforts (the same being not less than that employed to protect its own proprietary and customer information) to safeguard the Customer Information and to prevent the unauthorized, negligent or inadvertent use or disclosure thereof. Custodian shall not, without the prior written approval of an officer of NFS, directly or indirectly, disclose the Customer Information to any person or business entity except for a limited number of employees, attorneys, accountants and other advisors of Custodian and its affiliates on a need-to-know basis and except as provided in subsection (d) of this Section. Custodian shall only use the Customer Information for the limited purpose set forth in this Agreement or such other purposes as the parties may from time to time agree, and shall not use the Customer Information for any other purpose. Custodian shall promptly notify NFS in writing of any unauthorized, negligent or inadvertent use or disclosure of Customer Information. Custodian shall be liable under this Agreement to NFS for any use or disclosure in violation of this Agreement by its or its affiliates' employees or agents due to the Custodian's gross negligence or willful misconduct.
- (b) Custodian shall maintain necessary and appropriate policies, procedures, programs and other security and integrity measures effective in preventing unauthorized use or disclosure of Customer Information.
- (c) To the extent consistent with Custodian's obligations under applicable laws and regulations, Custodian shall, upon termination of this Agreement, promptly: (i) return to NFS any and all Customer Information in tangible form together with any

copies or reproductions thereof; and (ii) destroy any notes, memoranda or other documents concerning the Customer Information and provide a certificate from an officer of Custodian certifying to NFS that such items have been destroyed.

- (d) Custodian acknowledges and understands that the use or disclosure of the Customer Information in any manner inconsistent with this Section will cause NFS irreparable damage. Notwithstanding any other provision of this Agreement, NFS shall have the right to (i) equitable and injunctive relief to prevent such unauthorized or inadvertent use or disclosure, and (ii) recover the amount of all such damage (including attorneys' fees and expenses) to NFS in connection with such use or disclosure. In the event that any court of competent jurisdiction determines that any provision of this section is too broad to enforce as written, such court is authorized and directed to construe, modify or reform such provision to the extent reasonably necessary to make such provision enforceable. Nothing in this Agreement or other agreements between the parties shall be construed to prohibit NFS from pursuing any other available remedies for breach or threatened breach of this Section, including the recovery of damages. No failure or delay by NFS in exercising any right, power or privilege under this Section shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any other right, power or privilege hereunder.
- (e) Notwithstanding any other provision of this Agreement or any related agreements between the parties, Custodian shall not have any confidentiality obligations under this Section with respect to any information disclosed to Custodian that is: (i) already known to Custodian or its affiliates at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of Custodian; (iii) subsequently disclosed to Custodian or its affiliates on a non-confidential basis by a third party which rightfully acquired such information and did not have a confidential relationship with NFS; (iv) communicated to a third party by Custodian with the express written consent of NFS; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided that Custodian provides prompt notice of any such subpoena, order, etc. to NFS, if Custodian is not prohibited from giving such notice by law or under the terms of such subpoena or summons or order or other judicial or governmental process, so that NFS will have the opportunity to obtain a protective order.
- (f) The rights and obligations of Custodian and NFS under this Agreement with respect to any Customer Information disclosed or obtained prior to termination of this Agreement shall survive any termination of this Agreement, or any return of Customer Information under subsection (b) of this Section for a period of five (5) years.

7. Amendment and Termination. This Agreement may be amended by written agreement of NFS and the Custodian at any time. This Agreement shall continue in effect until terminated by either NFS or the Custodian upon ninety (90) days' prior written notice the

other. Upon termination, all cash and other assets held in the Custody Account shall be delivered by the Custodian to NFS or to any other person in accordance with the NFS's written instruction. NFS shall notify the Customer of any amendments to or the termination of this Agreement.

8. Indemnification and Limitation on Liability. NFS agrees to indemnify, defend and hold the Custodian and its agents, affiliates, successors and assigns harmless from and against any and all damages, claims, liabilities, losses, costs and expenses (including without limitation attorney's fees and expenses) ("Losses"), that may be imposed on, incurred by, or asserted against the Custodian from any claims directly or indirectly relating to or arising from the transactions contemplated hereby, the Custodian's participation in such transactions or the performance of its duties hereunder and under any related document; unless such Losses are finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Custodian. THE CUSTODIAN SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE CUSTODIAN'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS) FROM ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY IT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION; PROVIDED THAT THE FOREGOING SHALL IN NO EVENT LIMIT THE INDEMNIFICATION OBLIGATIONS OF NFS. The foregoing indemnification shall survive any termination or assignment of this Agreement and any resignation or removal of the Custodian. In its performance hereunder, the Custodian shall be entitled to all of the rights, protections and immunities afforded to it under the Amended and Restated Services Agreement, dated as of the date hereof, by and between NFS and the Custodian.

9. Notices. All notices, instructions, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if delivered personally to the party to whom notice is to be given, (b) on the day of transmission if sent by facsimile transmission to the facsimile number given below, and written confirmation of receipt is obtained promptly after completion of transmission, (c) on the day after delivery via Federal Express or similar overnight courier service or the Express Mail service maintained by the United States Postal Service, (d) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed, return receipt requested, or (e) on the day of transmission is sent by secure electronic mail transmission (with pdf attachment) with confirmation of receipt sent to the sender(s) via secure electronic mail transmission, to the party as follows:

Notices to NFS shall be directed and mailed as follows:

National Financial Services LLC
200 Seaport Boulevard, Z2H
Boston, MA 02210
Attention: Fidelity Capital Markets – Legal Counsel
Tel: 617-563-8770
Fax: 617-385-0618

Notices to the Custodian shall be directed and mailed as follows:

Computershare Trust Company, National Association
CTSO Mail Operations: MAC: N9300-070
600 S. 4th Street, 7th Floor
Minneapolis, MN 55415
Attention: Chriss Garlick Reichow
Tel: 612-413-7540
Fax: 855-645-6313
E-mail: NFSTeam@computershare.com
CC via E-mail: chriss.reichow@computershare.com

Notices to each Customer shall be directed and mailed to the address provided for such Customer on the Schedule.

Either party may change its address for purposes of the paragraph by giving the other party written notice of the new address in the manner set forth above.

10. Background Screening. Each party shall maintain at all times a background screening program and related personnel policies reasonable designed to exclude dishonest, immoral, banned, and unlawful personnel from providing services.

11. Cooperation. Each party shall perform its obligations in accordance with applicable law, rules and regulations and reasonably cooperate with one another in connection with any request or directive of any regulatory agency, including self-regulatory organizations, with jurisdiction over either party.

12. Counterparts. This Agreement may be signed in one or more counterparts, all of which taken together shall constitute one and the same Agreement each of which shall be deemed an original, but all of which shall constitute the same instrument. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the UCC (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the

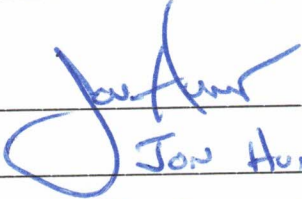
same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. Notwithstanding the foregoing, with respect to any notice provided for in this Agreement or any instrument required or permitted to be delivered hereunder, any party hereto receiving or relying upon such notice or instrument shall be entitled to request execution thereof by original manual signature as a condition to the effectiveness thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument.

13. Governing Law. This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York.
14. Entire Agreement. This Agreement is the final integration of the agreement of the parties with respect to the matters covered by it and supersedes any prior understanding or agreement, oral or written, with respect thereto. No other persons shall have any rights under this Agreement.
15. Severability. The invalidity of any portion of this Agreement shall not affect the validity of the remainder hereof.
16. Reliance and Representation. The Custodian shall not be liable for any action taken or not taken by it in accordance with the direction or consent of NFS or their respective agents, representatives, successors, or assigns. The Custodian shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by the Custodian to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. The Custodian may assume the genuineness of, and may rely on, any written notice or communication from any person (including, without limitation, any Customer Collateral Disbursement Notice), without further verification, that the Custodian reasonably believes is from the proper party and shall be protected in doing so by NFS. Each Party represents and warrants that the person signing this Agreement on behalf of such Party is duly authorized and has the legal capacity to execute and deliver this Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by such Party in connection with this Agreement.
17. Customer Notifications. The Custodian will provide NFS with copies of all communications sent directly to customers.

[Signature page is attached.]

IN WITNESS WHEREOF, authorized officers of the parties have duly executed this Agreement as of the day and year first written above.

NATIONAL FINANCIAL SERVICES LLC

By: 
Name: Jon Hunt
Title: DEPUTY TREASURER

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as
Custodian

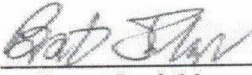
By: 
Name: Brent Jordahl
Title: Vice President

EXHIBIT A

Appointment and Consent Agreement

[Date]

[Customer]

[Address]

[Address]

Dear [Customer]:

Subject to the terms and conditions described below, you hereby appoint Computershare Trust Company, N.A. (the "Custodian") as your agent for the custody of Collateral pledged in your favor by National Financial Services LLC ("NFS") in connection with its Fully-Paid Securities Lending Program (the "Program"). Capitalized terms in this Appointment and Consent Agreement not otherwise defined shall have the meanings set forth in the accompanying Amended and Restated Collateral Administration Agreement, dated September 1, 2022, between Custodian and NFS (the "CAA").

You acknowledge, consent and agree that:

1. Custodian is authorized and empowered to oversee the receipt, custody and return of the Collateral in the Custody Account. Collateral shall be held by Custodian in an omnibus account in the name of Custodian for the benefit of you and other Customers of NFS participating in the Program.
2. Custodian is not a party to, and does not guarantee any party's obligations arising from or relating to, any master securities lending agreement or other similar securities lending agreement (each, an "MSLA") entered by you and NFS. Without limiting the generality of the foregoing, Custodian shall bear no responsibility in the event NFS is in breach of any of its obligations to you under the MSLA. Custodian serves as your custodian only and has no duty to compel NFS to deliver additional amounts of Collateral in the event of a shortfall in the required amount.
3. In accordance with, and subject to the terms and conditions of the CAA, Custodian shall be responsible for (i) safekeeping Collateral delivered by NFS to Custodian; (ii) verifying that the amount of Collateral received by Custodian from NFS for your benefit is equal to or greater than the marked-to-market value of securities identified by NFS as having been borrowed from you; (iii) notifying you in the event that Custodian fails to receive from NFS Collateral equal to or greater than the marked-to-market value of securities identified by NFS as having been borrowed from you; and (iv) disbursing Collateral to you according to the terms and conditions of the CAA. In no event shall Custodian be considered to have acted as your investment adviser or to have assumed any obligation to provide investment advice with respect to the Collateral.

4. Custodian is entitled to rely on any written or oral (followed by written) instructions from authorized representatives of NFS concerning the receipt and disbursement of the Collateral and the Custody Account in accordance with the terms and conditions of the CAA.
5. Custodian may receive personal information about you from NFS to enable Custodian to fulfill certain regulatory obligations, including verifying your identity as required by their Customer Identification Program. This information will be provided to Custodian in accordance with the NFS privacy policy and as permitted by law.
6. This Appointment and Consent Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws principles. You irrevocably consent to the jurisdiction and venue of the federal and state courts located in New York County in the State of New York.
7. This Appointment and Consent Agreement, together with the CAA, contains the entire understanding between you and the Custodian regarding the Collateral. All prior oral or written agreements, arrangements and understandings are superseded by this Appointment and Consent Agreement.
8. This Appointment and Consent Agreement may not be amended or modified in any manner except in a written agreement executed by both you and the Custodian.
9. A copy of the CAA has been delivered to you from NFS.

Please acknowledge your consent and agreement to the above terms and conditions by countersigning this letter and returning it to the attention of the NFS securities finance desk.

ACCEPTED & AGREED:

[Name of Customer]

ACKNOWLEDGED:

Computershare Trust Company, N.A., as Custodian, will acknowledge your appointment of us as agent for the custody of the Collateral as per this Appointment and Consent Agreement by our acceptance of an electronic file from NFS listing you as a Customer on the Schedule. Your information will be uploaded to our system of record.

EXHIBIT B

Confirmation of Custody Balance

Date: _____

To:	From:
National Financial Services LLC	Computershare Trust Company, National Association
Securities Finance Department	CTSO Mail Operations; MAC: N9300-070
200 Seaport Boulevard Z2H	600 S. 4 th Street, 7 th Floor
Boston, MA 02210	Minneapolis, MN 55415
	Attn: Chriss Garlick Reichow
	E-mail: NFSTeam@computershare.com CC via E-mail: chrsiss.reichow@computershare.com
	Fax: 855-645-6313
	Phone: 612-413-7540

This confirmation (the "Confirmation") is given pursuant to Section 1(c) of the Amended and Restated Collateral Administration Agreement between National Financial Services LLC ("NFS") and Computershare Trust Company, National Association (the "Custodian") dated September 1, 2022 (the "Agreement").

The Custodian hereby informs NFS of the following after the adjustment has been made in accordance with the Daily Funding Adjustment Notice date the same hereof, is:

The cash balance in the Custody Account is \$ _____. The non-cash market value balance in the Custody Account is \$ _____. The total balance in the Custody Account is \$ _____. The balance in the Custody Disbursement Account is \$ _____.

And when the balance in the Custody Account is compared to the Aggregate Collateral Amount listed on the current Schedule dated ____/____/____ (attached hereto) that the Custody Account balance is:

_____ Equal to or greater than 100% of the Aggregate Collateral Amount listed on the current Schedule, and the Schedule is un-locked (if locked by a previous notice).

_____ A wire transfer, in the amount of \$ _____ was (received from / sent to) NFS on the same date hereof.

_____ Less than 100% of the Aggregate Collateral Amount listed on the current Schedule. Additional fund in the amount of \$ _____ is required by the end the business day.

_____ The current Schedule is now a Locked Schedule. The Custody Account is less than 100% of the Aggregate Collateral Amount as of the end of the Business Day of this Confirmation or no Schedule was received.

Computershare Trust Company, National Association, as
Custodian.

By: _____

Name: _____

Title: _____

EXHIBIT C
Customer Collateral Disbursement Notice

Date: _____

To Custodian:	From Customer:
Computershare Trust Company, National Association	Name:
CTSO Mail Operations; MAC: N9300-070	Attn.:
600 S. 4 th Street, 7 th Floor	Address:
Minneapolis, MN 55415	
Attn: Chriss Garlick Reichow	
E-mail: NFS@computershare.com CC via E-Mail: chriss.reichow@computershare.com	Phone number:
Fax: 855-645-6313	Fax number:
Phone: 612-413-7540	Date of birth:
	TIN:

This Customer Collateral Disbursement Notice (the "Notice") is given in accordance with the Master Securities Lending Agreement and we hereby represent that on the date of this Notice we are a Client of the Fully-Paid Lending Program of National Financial Services, LLC ("NFS") and a Customer as defined in the Amended and Restated Collateral Administration Agreement between NFS and Computershare Trust Company, National Association (the "Custodian") dated September 1, 2022 (the "Agreement"). We hereby certify that NFS is in breach of its obligations under its Master Securities Lending Agreement with us covering the borrowing by NFS of fully-paid securities that we own. As a result of such breach, we hereby demand payment of U.S. \$ _____ under the Agreement. We hereby request that you wire funds to our account as follows:

Name of Account:
Account Number:
Bank Name:
Bank ABA/Routing Number:
Additional text (if necessary):

In order for the Custodian to comply with certain regulatory requirements, we understand that certain customer information is required by the Custodian prior to making a disbursement. If the information contained in this Notice is unclear or additional information is needed to comply with the regulatory requirements, the Custodian will notify the Customer.

In signing this Notice the Customer understands and agrees that (1) the amount available to each single Customer under the above described Agreement at any time shall be the individual amount specified for each such Customer on the Schedule effective at such time this Notice is received less the amount of all previously amounts disbursed to such Customer while such Schedule was in effect, (2) disbursements will be made to the Customer within two Business Days (as defined in the Agreement) after each Notice is received and the required regulatory requirements have been meet, (3) if the Aggregate Collateral Amount listed on the Schedule effective at the time this Notice is received is greater than the Collateral in the Custody Account, the Custodian shall make a pro-rata

disbursement based on the then available Collateral, (4) the Custodian is not in any way responsible for (a) whether any Customer is named as a Customer on the Schedule, (b) the amount specified on any Schedule being available to any Customer, (c) the Aggregate Collateral Amount specified on any Schedule, (d) whether NFS gives or fails to give any information about the Agreement, (e) delayed or blocked disbursements due to regulatory requirements and shall not be in default or liable in any way for said delay or blocked disbursement, (5) the Custodian will rely on the wire instructions received with this Notice in making a disbursement even if the account is not the account of the Customer presenting such Notice, the Custodian is not responsible for errors in the information provided, (6) all communications from a Customer, other than (a) a Customers communication concerning making this Notice, (b) a Customer's inquiry concerning this Notice, (c) inquiry about the amount available to such Customer for disbursement under the Agreement pursuant to a Schedule, (d) or the amount such Customer has drawn under this Agreement while the same Schedule was in effect, will be directed to NFS, and (7) the amount available on the Schedule effective at such time this Notice is received is the aggregate amount available for disbursement, the Custodian is not responsible for changes in the market value of the securities between the effective schedule and the date the disbursement is made. In connection with the foregoing, the Custodian shall be afforded all of the rights, protections, immunities and indemnities afforded to it under the Agreement.

Each Customer agrees that its acceptance of all the terms and provisions of this notice will be evidenced by the Customer signing the Master Securities Lending Agreement with NFS. The Customer's signing of this Notice and acceptance of any disbursement made under the Collateral Administration Agreement will also be evidence of such Customer's acceptance of all the terms and provisions of this Notice.

By: _____

Name: _____

Title: _____

EXHIBIT D

This Exhibit D is part of the Amended and Restated Collateral Administration Agreement, dated as of September 1, 2022, by and between National Financial Services LLC and Computershare Trust Company, National Association (the “Agreement”). Capitalized terms used but not defined herein shall have the meaning given in the Agreement.

NFS hereby directs the Custodian to deposit, subject to the Custodian’s agreement to the matters stated below under the heading Acknowledgment and Agreement by Custodian and subject to any further direction by NFS in writing from time to time, all cash in the Custody Account(s) in the following Computershare Deposit Option:

<input checked="" type="checkbox"/>	Computershare Domestic Deposit Option (DDOM) (SEI CUSIP = VP7000301)
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NFS understands that amounts on deposit in the DDOM are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of \$250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$250,000.

NFS understands that the Custodian shall have no responsibility or liability for any diminution of the funds that may result from any deposit or investment made by the Custodian in accordance with this direction, including any losses resulting from a default by any bank, financial institution or other third party.

NFS understands that deposits held in the above mentioned Deposit Option will be held with financial institutions as described in the information provided on the Deposit Option and the list of eligible deposit banks that was provided to NFS.

NFS acknowledges that it has the power to direct investments of the Account(s).

NFS understands that it may change this direction with written notice to the Custodian.

Domestic Deposit Option

Eligible Deposit Banks include the following*:

As of September 11, 2024

Bank	Bank
Bank of America, N.A.	PNC Bank
CIBC Bank USA	State Street Bank
Citibank NA	TD Bank, N.A.
City National Bank	The Bank of New York Mellon
Goldman Sachs	Truist Bank
HSBC Bank USA, N.A.	US Bank
JPMorgan	Wells Fargo Bank, N.A.

*Banks are subject to change. Any rating changes will be monitored daily and banks will be removed if they do not meet the appropriate ratings.

**Deposits may be held in one or more of the Eligible Banks.