

SEPTEMBER 1, 2010

FOURTH AMENDMENT TO

MANAGEMENT AND ADMINISTRATIVE SERVICES AGREEMENT

among

FMR LLC, STRATEGIC ADVISERS, INC., AND FIDELITY BROKERAGE
SERVICES LLC

and

DELAWARE COLLEGE INVESTMENT BOARD
ACTING AS TRUSTEES OF THE
DELAWARE QUALIFIED TUITION SAVINGS PLAN TRUST

WHEREAS, the parties desire to add a new investment option to the Plan and add an unaffiliated third-party vendor to the list of subcontractors on Schedule A of the Management and Administrative Services Agreement (the "Agreement");

WHEREAS, the parties now desire to amend said Agreement as provided for in Section 9.10 thereof;

NOW THEREFORE, in consideration of the above premises, the parties hereby amend the Agreement as follows:

I. Unless otherwise noted, defined terms used herein have the same meaning ascribed to them in the Agreement.

II. Section 1.2 is deleted and replaced with the following:

The parties acknowledge that one of the investment options ("Portfolios") of the Trust shall not invest in securities (as that term is defined under the Securities Act of 1933, the Investment Company Act of 1940, or the Investment Advisers Act of 1940) and that pursuant to the direction of the Trustees, shall be limited to making only deposits at a bank insured by the Federal Deposit Insurance Corporation ("Bank Deposit Portfolio"). In connection with each Portfolio of the Trust other than the Bank Deposit Portfolio, Strategic will provide investment management services with respect to the investment of money in the Portfolios of the Trust. Strategic shall enter into a separate investment management agreement with the Trust under which Strategic will choose the mutual fund investments for such Portfolios of the Trust. Such agreement shall be consistent with the requirements of the Investment Advisers Act of 1940 and any other applicable laws and regulations, including the requirements of Section 529 of the Internal Revenue Code and

any guidance thereunder provided by the U.S. Treasury Department and/or the Internal Revenue Service.

III. Section 1.8 is added as follows:

FBS shall perform all bank administrative services related to the Bank Deposit Portfolio, including but not limited to bank evaluation and selection, contract negotiations, bank monitoring, risk review, and credit analysis, and contingency planning ("Bank Administrative Services").

IV. Section 4.3 is deleted and replaced with the following:

The investment management contract between Strategic and the Trust required under Section 1.2 hereof shall contain a provision under which Strategic shall be compensated for its investment management services in connection with the Portfolios of the Trust, other than the Bank Deposit Portfolio, in accordance with the terms of such investment management contract. In addition, FBS shall be paid a fee for its administrative services in connection with the Portfolios of the Trust, other than the Bank Deposit Portfolio, accrued daily and paid monthly immediately after the end of each month at a rate of 0.05% annually of the assets of such Portfolios. FBS shall also be compensated by the Trust for the performance of services in connection with the Bank Deposit Portfolio in accordance with the terms set forth on Schedule B attached hereto ("Program Manager Fee" and "Bank Administration Fee"). The Trust, the Trustees, the Plan, and the State shall have no liability to Fidelity for fees or compensation for services other than such compensation as set forth in the separate investment management agreement and on Schedule B attached hereto.

V. Schedule A is deleted and replaced with the revised Schedule A attached hereto.

VI. Schedule B is added to this Agreement.


This Amendment is effective as of September 1, 2010.

IN WITNESS WHEREOF

DELAWARE COLLEGE INVESTMENT BOARD

By: 
Jose Echeverri
Chairperson, Delaware College Investment Board

FIDELITY BROKERAGE SERVICES LLC

By: 
James C. Burton
President

Acknowledgement: State of Mass, County of Suffolk

On 8/25, 2010, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public: 
(seal)



JANICE M. BANGS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 12, 2012

FMR LLC

By: 

J. Gregory Wass
Assistant Treasurer

Acknowledgement: State of Massachusetts County of Suffolk

On August 25, 2010, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public:
(seal)



CAROLYN M. GENTILE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 16, 2015

STRATEGIC ADVISERS, INC

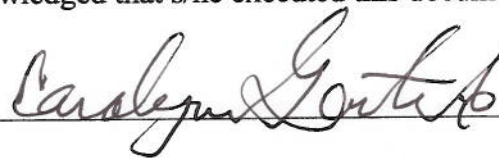
By: 

J. Gregory Wass
Assistant Treasurer

Acknowledgement: State of Massachusetts County of Suffolk

On August 25, 2010, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public:
(seal)



CAROLYN M. GENTILE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 16, 2015

SCHEDULE A

SUBCONTRACTORS

Pursuant to Sections 1.4 and 1.5 of the Management and Administrative Services Agreement, as amended, the Trustees hereby approve the following entities as subcontractors:

- CheckFree Services Corporation (CheckFree Services Corporation will provide services including but not limited to payment processing and payment data transmissions for Fidelity's 529 online distribution functionality).
- Wells Fargo Bank, N.A. (an unaffiliated third-party vendor (the "Bank")) will hold deposits in a FDIC-insured interest-bearing omnibus account for the Bank Deposit Portfolio.
- UMB Financial Corporation (an unaffiliated third-party vendor) will provide data transmission services between the Bank and Fidelity for the Bank Deposit Portfolio.

SCHEDULE B

BANK DEPOSIT PORTFOLIO FEE SCHEDULE

For the Bank Deposit Portfolio, the Trustees shall pay to FBS fees in the following amounts:

1. Program Manager Fee

The Trustees shall pay to FBS a Program Manager Fee of 0.00% to 0.05%, depending on the daily Federal Funds Target Rate as set forth in the table below, accrued and computed daily and payable monthly against the assets in all Accounts in the Bank Deposit Portfolio so sold and maintained with the Trust.

Federal Funds Target Rate*	0.00% - < 0.50%	0.50% - < 0.75%	0.75%+
Program Manager Fee	0.00%	0.05%	0.05%

*Federal Funds Rate is the interest rate at which depository institutions lend balances to each other overnight. The Federal Open Market Committee establishes the target rate for trading in the federal funds market.

2. Bank Administration Fee

The Trustees shall pay to FBS a Bank Administration Fee of 0.00% to 0.40%, depending on the daily Federal Funds Target Rate, as set forth in the table below, accrued and computed daily and payable monthly against the assets in all Accounts in the Bank Deposit Portfolio so sold and maintained with the Trust.

Federal Funds Target Rate*	0.00% - < 0.50%	0.50% - < 0.75%	0.75%+
Bank Administration Fee	0.00%	0.20%	0.40%

*Federal Funds Rate is the interest rate at which depository institutions lend balances to each other overnight. The Federal Open Market Committee establishes the target rate for trading in the federal funds market.

CERTIFICATE OF AUTHORITY
FMR LLC
(the "Company")

In connection with the September 1, 2010 Amendment to Management and
Administrative Services Agreement
Among
FMR LLC, Fidelity Brokerage Services LLC, and Strategic Advisers, Inc.
and
the Trustees of the Delaware Qualified Tuition Savings Plan Trust
(the "Amendment")

I, Peter D. Stahl, Assistant Secretary of FMR LLC (the "Company"), do hereby certify that J. Gregory Wass is the duly elected, appointed and qualified Assistant Treasurer of the Company, is acting as such officer of the Company at the time of the signing of the Amendment, is duly authorized to sign the Agreement on behalf of the Company, and is empowered to bind the Company to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, I have signed this Certificate as of the date indicated below.

Date: _____

Peter D. Stahl
Assistant Secretary

CERTIFICATE OF AUTHORITY
Strategic Advisers, Inc.
(the "Company")

In connection with the September 1, 2010 Amendment to Management and
Administrative Services Agreement
Among
FMR LLC, Fidelity Brokerage Services LLC, and Strategic Advisers, Inc.
and
the Trustees of the Delaware Qualified Tuition Savings Plan Trust
(the "Amendment")

I, Peter D. Stahl, Assistant Secretary of Strategic Advisers, Inc. (the "Company"), do hereby certify that J. Gregory Wass is the duly elected, appointed and qualified Assistant Treasurer of the Company, is acting as such officer of the Company at the time of the signing of the Amendment, is duly authorized to sign the Agreement on behalf of the Company, and is empowered to bind the Company to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, I have signed this Certificate as of the date indicated below.

Date: _____

Peter D. Stahl
Assistant Secretary

CERTIFICATE OF AUTHORITY
Fidelity Brokerage Services LLC
(the "Company")

In connection with the September 1, 2010 Amendment to Management and
Administrative Services Agreement

Among

FMR LLC, Fidelity Brokerage Services LLC, and Strategic Advisers, Inc.

and

the Trustees of the Delaware Qualified Tuition Savings Plan Trust
(the "Amendment")

I, Peter D. Stahl, Assistant Secretary of Fidelity Brokerage Services LLC (the "Company"), do hereby certify that James C. Burton is the duly elected, appointed and qualified President of the Company, is acting as such officer of the Company at the time of the signing of the Amendment, is duly authorized to sign the Agreement on behalf of the Company, and is empowered to bind the Company to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, I have signed this Certificate as of the date indicated below.

Date: _____

Peter D. Stahl
Assistant Secretary