



INVESTMENT AGENCY AGREEMENT

Parties and Capacities

THIS AGREEMENT, by and between _____ (hereinafter called “Principal”), and REGIONS BANK, and any successor thereto, in its fiduciary capacity as Principal’s agent (hereinafter called “Agent”) (collectively, the “Parties”) creates an account owned by Principal and held by Agent (“Account”), subject to the terms and conditions hereof, WITNESSETH:

1. **Appointment of Agent.** Principal hereby constitutes and appoints Agent as Principal’s true and lawfully constituted agent and attorney in fact for Principal.

Agent’s Authority and Responsibilities

2. **General Powers of Agent.** In addition to the specific authorities granted below, Agent shall have the following powers with respect to the Account:

A. To hold the funds and securities deposited with Agent contemporaneously with the execution of this Agreement, together with such other property as it may subsequently acquire pursuant to the power and authority herein given to it, as well as any other monies or securities hereafter turned over to Agent by Principal, with full power to collect the income and dividends therefrom;

B. To sell at public or private sale, or otherwise dispose of all or any portion of the assets in such manner and upon such terms and conditions as Agent may approve, subject to any court approval which may be necessary under applicable state law;

C. Subject to the provisions of paragraph 11 hereof, to invest and reinvest the Account or any portion thereof in such loans, bonds, common or preferred stocks, notes, mortgages, participations in mortgages, securities, shares or other interests in Investment Funds, as defined below (including Investment Funds which Regions Bank or any of its affiliates provides services to and/or from or with respect to which Regions Bank or any of its affiliates receives any fees or other compensation), currencies, partnerships (whether general, limited, or special), stock or interest in any family corporation, partnership or enterprise, or any stock or obligation of Regions Financial Corporation (and any successor thereto) or any of its affiliates, or other property, domestic or foreign, or to purchase and sell options (including listed options), or to exercise options, rights, or warrants, and to purchase securities or other property as Agent may deem suitable, and to purchase and sell fractional shares and subscription rights to which the Account may become entitled. “Investment Funds” (singularly, an “Investment Fund”) refers to mutual funds, money market mutual funds, exchange-traded funds, registered or unregistered investment companies, collective investment funds, common trust funds and other pooled investment funds;

D. To trade securities using any broker at the discretion of Agent, including brokerage offered by or through Regions Bank or any of its affiliates, notwithstanding the fact that a portion of the brokerage charge may inure to Regions Bank;

E. At any time that Agent holds real property or an interest in real property under this Agreement, the provisions of Exhibit A shall be applicable; and

F. Without limitation to the specific authority granted to Agent elsewhere in this Agreement, Agent shall have the authority to appoint, employ, remove and compensate such attorneys, agents and representatives, individual or corporate, as it shall deem appropriate and to treat as an expense of Principal’s Account any compensation so paid. As appropriate, Agent may pay for services rendered by an affiliated company as an administrative expense of the assets held pursuant to this Agreement.

3. **Terms Specifically Applicable to Cash.** As to cash awaiting permanent investment or distribution or cash amounts not large enough to be efficiently invested otherwise, Agent is authorized to place such funds in any Regions Trust Cash Sweep vehicle or to invest in such short-term fund or funds as it may select from among those short-term funds authorized for such use from time to time by Agent (“Cash Sweep”).



4. **Payment of Bills from Account and Limitation of Liability with Respect to Same.** Agent is authorized to pay from Principal's Account, to the extent funds are available, all bills addressed to Principal and submitted to Agent. Agent shall not have responsibility for determining the propriety of any such payment or the validity of any such bills. In the absence of intentional misconduct, Regions Bank, in any capacity, including as Agent, shall not be liable for any such payment.

5. **Account Statements.** Agent shall render a periodic statement not less frequently than quarterly setting forth (a) all transactions occurring in Principal's Account during the period covered by the Account statement and (b) any fees paid by the Account during the period, as well as identifying all assets in the Account at the end of the period.

6. **Information for Tax Returns; Tax Lot Selection.** At Principal's request, Agent shall also furnish to Principal, in as timely a manner as shall be administratively feasible, data or information as may be needed for the preparation of any federal and state tax returns. Unless another tax lot selection method is directed in writing by Principal, Principal agrees that Principal's Account will utilize the Minimize Gain tax lot selection method.

Principal's Direction re: Proxy/Corporate Authority; Agent's Authority and Responsibilities for Information Regarding Securities Held in Account

7. **Proxy Authority and Corporate Action Authority.** As used herein, with respect to Account Securities, as defined below (including assets, shares or other securities of Regions Financial Corporation or any of its affiliates or subsidiaries), "Proxy Authority" means the authority to vote (or to refrain from voting) proxies, and "Corporate Action Authority" means the authority to act (or to refrain from acting) in connection with proposed subscription rights, tender rights, rights offerings or similar corporate actions. Principal acknowledges that, as an agent with investment discretion, Agent has both Proxy Authority and Corporate Action Authority and shall determine, in its sole and absolute discretion, how to exercise such authorities.

A. Agent may delegate Proxy Authority and/or Corporate Action Authority (in whole or in part) to any affiliate of Agent, including as further described in this paragraph, and either Agent or such affiliate may use a third-party service to determine the proper handling of such proxy voting and corporate action matters.

B. Principal reserves the right to revoke Agent's Proxy Authority at any time upon five days' advance written notice, in accordance with the provisions of paragraph 9 of this Agreement, to Agent, at which time Proxy Authority will revert to Principal and Agent shall not be responsible for its exercise. Principal acknowledges (i) that the provisions of paragraph 8 will govern whether or not Agent will be required under applicable regulations to supply Principal's name, address and securities position to a requesting company, and (ii) that Principal may indicate Principal's objection thereto by checking the box at paragraph 8.

C. Regions Bank has entered into an agreement with its affiliate, Regions Investment Management, Inc. ("RIM"), under which RIM assumes responsibility for voting proxies for client accounts in those instances in which Regions Bank is responsible for proxy voting. RIM is compensated by Regions Bank for these services. RIM has adopted proxy voting procedures for voting proxies on behalf of clients, including in connection with client accounts where Regions Bank has proxy voting authority. RIM's proxy voting procedures seek to ensure that proxies are voted in the best interest of all clients. To facilitate this process, RIM has retained ISS Proxy Advisory Services ("ISS") to provide proxy research and voting recommendations, and to vote proxies on its behalf. In addition, RIM subscribes to ISS' proxy vote management system, which provides a means to receive and vote proxies, as well as services for recordkeeping, auditing, reporting and disclosure regarding votes. All client proxies voted on behalf of RIM by ISS are voted in the same manner. In recognition of its fiduciary obligations, RIM generally endeavors to vote all proxies it receives. However, RIM may abstain from voting proxies in certain circumstances.

D. Principal may obtain further explanation and/or a complete copy of the procedures and records of how Principal's respective securities were voted by RIM by contacting Principal's Portfolio Manager or by writing Regions Investment Management, Compliance Department at 1900 5th Avenue North, 6th Floor, Birmingham, Alabama 35203.

8. **Information Regarding Securities Held in Account.** Agent is authorized to have any and all securities belonging to Principal and transferred to Agent ("Account Securities") issued or registered in the name of Agent or in the



name of Agent's nominee, without disclosing any fiduciary relationship. Principal acknowledges that: as an agent with Proxy Authority over Account Securities, Agent has no obligation under subsection (b) of Exchange Act Rule 14b-2 (the "Rule") to supply any requesting company with Principal's name, address and security position of securities in that company; however, if at any time Principal revokes Agent's Proxy Authority such that Principal acquires Proxy Authority (including joint Proxy Authority held in a manner that renders Principal a "beneficial owner" under subsection (a) of the Rule), then subsection (b) of the Rule requires Agent to supply any requesting company with Principal's name, address and security position of securities in that company unless Principal directs Agent otherwise. Under applicable law, the requesting company may only use the information requested for corporate communication purposes. Principal may direct Agent not to release such information here:

☐ Objection by (OBO); do not release this information (Principal's Initials _____)

Principal's Instructions, Restrictions and Delegations; Principal's Direction re: Investment Discretion

9. **Instructions to Agent.** Agent is hereby authorized and instructed to act on Principal's instructions. Said instructions may be given by oral or written communication, by email, or by fax. If given orally, Principal agrees to submit promptly thereafter written confirmation of such instructions. Faxes and emails shall be treated as written communications for purposes of this Agreement. Principal acknowledges that Agent shall not be responsible for carrying out such oral or written (including electronic) instructions until Agent has acknowledged receipt of such instructions. Regions Bank, in any capacity, including as Agent, shall have no liability and shall receive full protection, including Principal's indemnity and hold harmless, for reliance upon such oral or written instructions, and Agent shall have no responsibility to manage or supervise, or to provide any recommendations or other advice, with respect to any transactions or holdings emanating from Principal's instructions to Agent.

10. **Restrictions.** Principal shall have the right to impose reasonable restrictions on the management of this Account by inclusion of such restriction(s) in the Investment Policy Statement for the Account or by other reasonable advance written notice to Agent. Principal acknowledges that restrictions imposed by Principal may impair the ability of Agent to pursue Principal's investment objectives and may adversely impact the performance of Principal's Account.

11. **Grant of Investment Authority.** Notwithstanding any other provision of this Agreement, Agent shall have sole authority and discretion to purchase or sell securities or other assets for Principal's Account. All investment decisions regarding Principal's Account will be based upon information provided by Principal regarding Principal's investment objectives, assets available for investment and risk tolerance, and Principal agrees to provide prompt written notice to Agent if any such information is or becomes incorrect or incomplete in any material respect.

In exercising its investment authority hereunder, Agent may utilize investment management services and/or strategies provided by RIM, which is an investment adviser registered with the SEC. RIM is a wholly-owned subsidiary of Regions Bank, which in turn is a wholly-owned direct subsidiary of Regions Financial Corporation.

12. **Right to Receive Third-Party Disclosure Documents.** Principal delegates to Agent any and all rights of Principal to receive prospectuses and other disclosure documents relating to any securities, Investment Funds and other investments purchased for Principal's Account; provided, however, that Principal shall be entitled to receive copies of any or all such prospectuses or other disclosure documents received by Agent upon written request to Agent.

Amendment or Termination of Agreement

13. **Amendment of this Agreement.** This Agreement may be amended only as mutually agreed upon by Agent and Principal through the joint execution of a formal, signed writing.

14. **Termination of Agreement; Actions Taken After Termination.** This agreement may be terminated by either party with 60 days' notice. The powers herein granted shall continue in force until said 60 days has and in accordance with the provisions of paragraph 9 of this Agreement. Upon termination, all monies, securities and other assets of every kind and nature held in custody for Principal pursuant to this Agreement shall be paid over, delivered or surrendered as directed in writing by Principal in accordance with the provisions of paragraph 9 of this Agreement.

Principal recognizes that Agent may require an administratively-reasonable time to implement a notice of termination. As a further consideration for Agent's appointment hereunder, Principal hereby waives and releases any and all claims that



Principal may have against Regions Bank, in any capacity, including as Agent, for any action taken or not taken by Agent in good faith after receipt of notice of termination that is otherwise authorized by this Agreement.

Fees; Provisions Regarding Mutual Funds and ETFs; Privacy Pledge; Customer Identification Program; Disclaimer Regarding Investments

15. **Fees.** Principal shall be responsible for the applicable fees payable to Agent for its advisory and custody services (the “Administrative Advisory Fee”), including the applicable minimum annual Administrative Advisory Fee and applicable termination fees, as well as external Investment Management fees, as further described on the Fee Schedule attached hereto as Exhibit B (collectively “Account Fees”). Unless Principal and Agent agree otherwise, Agent, in its sole discretion, may collect such fees out of the assets of the Account.

Agent reserves the right to make changes in the fees applicable to the Account. Prior to changing the fees applicable to the Account, Agent will provide Principal with written notice specifying the date when the change will take effect. The change will take effect automatically on the date specified in the notice. Agent is not obligated to give Principal notice of changes in any fees or charges of third parties.

16. **Provisions Regarding Mutual Funds and ETFs.** Principal agrees that: (a) Regions Bank and its affiliates shall have the right to be paid compensation with respect to any third-party Investment Funds, including 12b-1 fees, shareholder servicing fees, administrative service fees, sub-transfer agent fees, revenue-sharing payments, finder’s fees and any other payments or fees authorized or permitted by applicable law, including state law; (b) the receipt and retention of any such fees by Regions Bank or its affiliates is approved; (c) assets of the Account invested in shares of Investment Funds, including short-term investment vehicles, will be included in calculating the value of the Account for purposes of computing Agent’s Administrative Advisory Fee; and (d) if applicable, Principal has received, read and agrees to the terms of the Mutual Fund Authorization and Disclosure Form.

17. **Customer Identification Program.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each entity, including certain individuals that own or control that Principal, that opens an account. What this “customer identification program” means to you (Principal): Upon establishment of this Account, Agent will ask you (Principal) for certain entity formation documents and Principalship information as well as other information that will allow Agent to identify you (Principal) and certain individuals that own or control the Principal. Agent may also ask to see a driver’s license or other identifying documents from those individuals that own or control the Principal.

18. **Disclaimer Regarding Investments.** Securities and other investments held in this Account are not deposits or obligations of any bank, are not endorsed or guaranteed by any bank, and are not insured by the Federal Deposit Insurance Corporation (FDIC), the Federal Reserve Board or any other governmental agency, except potentially with respect to cash accounts referenced in paragraph 3 above. Securities and other investments involve risk, including possible loss of the principal amount invested.

Legal and Supplementary Provisions

19. **Additional Information.**

A. **Broker Selection and Trading:** Except as discussed below or when client hires a 3rd party investment manager that handles broker selection and trading, Regions Bank will arrange for the execution of securities transactions for client accounts through broker-dealers that it reasonably believes will provide best execution. Regions Bank will consider, among other things, the broker-dealer’s execution capabilities, the reputation of the broker-dealer and the broker-dealer’s access to the markets for the securities being traded.

Regions Bank’s decisions to recommend, purchase, sell or hold securities for its client accounts are based on the specific investment objectives, guidelines, restrictions and circumstances of each account. Regions Bank allocates, to the extent operationally and otherwise practical, investment opportunities to each client on a fair and equitable basis relative to its other clients.

Regions Bank does not engage in trading on a principal basis for client accounts. Cross trading transactions, if any, between client accounts or between client accounts and other accounts managed or administered by Regions Bank



would be undertaken only after approval by designated working groups of Regions Bank or its affiliates and only if it were determined that the transactions were fair to both accounts and not prohibited by law. Regions Bank does not anticipate engaging in cross trading transactions involving client accounts.

B. Conflicts of Interest: Regions Financial Corporation, Regions Bank and their affiliates or subsidiaries may have a variety of banking, financial or service relationships with corporations or other business enterprises, the securities of which may be purchased or sold by Regions Bank for client accounts. Regions Financial Corporation, Regions Bank and their affiliates or subsidiaries may receive compensation from such corporations or other business enterprises in the ordinary course of their business. Regions Bank and its affiliates maintain internal controls to ensure separation between lending, underwriting or other credit related activities, and investment activities in order to assist in mitigating potential conflicts of interest. Investment decisions for client accounts typically will be made without consideration or knowledge of other banking, financial or service relationships between Regions Bank or its affiliates and the issuer of any securities purchased for the client.

C. Incentive Compensation: Employees of Regions Bank, its subsidiaries or its affiliates may receive incentive or similar compensation that is based, in part, on referrals of clients to Regions Bank, including in connection with clients that establish client accounts. In addition, Regions Bank employees may refer clients to other departments or divisions of Regions Bank or to BlackArch Securities LLC, Highland Associates, Inc., and/or Cetera Investment Services, LLC ("Cetera"). Clients are not required to obtain services from any other department, division or affiliate of Regions Bank or from Cetera as a condition to opening an account, but clients should be aware that Regions Bank employees may receive internal referral fees or other forms of incentive compensation to the extent permitted under applicable law.

D. Other Compensation: Commissions paid in connection with trades executed by Regions Bank on behalf of Principal's Account (commonly referred to as soft dollar arrangements) may be used to pay Regions Financial Corporation, Regions Bank or their subsidiaries for investment research or other services.

E. Additional Disclosures Relating to RIM: As agreed above, Regions Bank may utilize investment management services and/or strategies provided by RIM. In addition, the use of RIM for investment management services may result in certain additional benefits to RIM and Regions Bank, including by virtue of the enhanced reputation and stature of RIM as a professional money manager. RIM offers additional strategies and services that may not be available to every client account.

RIM also provides certain services to Regions Bank in connection with the best execution practices of the broker-dealer designated by Regions Bank to execute transactions for client accounts. RIM will receive compensation from Regions Bank for such services.

Employees of Regions Bank, its subsidiaries and/or its affiliates may receive remuneration for performance in RIM's proprietary strategies that such employees manage.

F. Other Financial Industry Activities and Affiliations: Additional disclosures regarding other financial industry activities and affiliations are found at Exhibit C.

20. **RUMA Program.** Principal acknowledges that, if Principal's Account participates in the Regions Unified Managed Account ("RUMA") program ("RUMA Program"), then: (a) Principal will receive and read a copy of the RUMA Program Disclosure, and by execution thereof, agree to all terms of the RUMA Program Disclosure, including the exercise of investment discretion over Principal's Account or portions thereof through the use of money managers as described in the RUMA Program Disclosure; and (b) except with respect to the provisions of this Agreement regarding the granting of Proxy Authority and regarding Principal's review of and agreement to the terms of the RUMA Program Disclosure, to the extent that any provision in this Agreement is inconsistent with the terms of the RUMA Program Disclosure, the RUMA Program Disclosure shall control.

21. **Agent's Right to Interplead.** In the event that any person contests Principalship or payment of this Account at any time, Principal agrees that Agent may interplead the funds into a court of appropriate jurisdiction. If Agent initiates an interpleader action or is brought into an interpleader action by the action of another party, Agent shall be entitled to recover from the funds tendered to the court the costs of the action, including reasonable attorney's fees. Principal further



understands and agrees that under all circumstances, payment by Agent from the Account in accordance with the terms of this Agreement, or as directed by a court, shall fully release Regions Bank, in any capacity, including as Agent, from any and all liability. Principal further agrees that Principal shall indemnify and hold harmless Regions Bank for Agent's payment or interpleader in accordance with the provisions of this paragraph, provided that such obligation to indemnify and hold harmless shall be limited to the assets of the Account.

22. **Force Majeure.** Agent shall not be liable for loss or damage caused directly or indirectly by invasion, insurrection, riot, civil war, commotion or pandemic; or by military or usurped power; or by order of any civil authority; or by natural disaster or act of God; or cybercrime/invasion or other causes beyond the control of Agent.

23. **Garnishment or Other Legal Process.** If Agent receives by any means, in any jurisdiction, any legal process or other legal notice that purports to have been issued by or pursuant to the authority of any court or governmental agency for the restriction of Account access, or for the withholding, seizure or turnover of Account funds, or otherwise affecting the Account or Account records ("Legal Process"), Principal hereby instructs Agent to, and acknowledges and agrees that Agent may, comply with such Legal Process. Regions Bank will not be responsible for any damages Principal may suffer as a result of Agent's refusal to allow Principal to withdraw money due to any Legal Process affecting Principal's Account, or as a result of any other act or omission on Agent's part in connection with any Legal Process.

24. **Indemnification; Limitation of Liability; Conflict Waiver.** Unless either Party has committed an act of intentional misconduct, the Parties agree to defend, indemnify and hold the other harmless (including without limitation its affiliates and parent, and its and their respective officers, directors, employees, agents, attorneys, contractors, successors, and assigns) from and against all claims, actions, liabilities, losses, damages and expenses incurred, including without limitation, legal fees arising as a result of (i) actions, decisions and/or services performed under this Agreement; (ii) utilization of services; (iii) any breach of any representations, warranties, covenants, agreements or obligations set forth in this Agreement as same may be amended; and (iv) any negligence on the part of either Party or his/her representatives. To the maximum extent permitted by law, neither Party shall be liable for special, incidental or punitive damages. Principal waives any inherent conflict of interest presented or potentially presented by any affiliate of Regions Bank (specifically including RIM) providing investment management services and/or strategies to Principal's Account, whether or not state law also provides such waiver. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

25. **Incorporation by Reference.** The Exhibits hereto are incorporated herein by reference as if fully set forth herein.

26. **Severability and Headings.** If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included. The headings in this Agreement are for purposes of convenience only and are not intended to define or limit the construction of the provisions hereof.

27. **Jury Waiver and Forum Selection Clause and Waiver of Class Actions.** This Agreement is subject to a jury waiver and forum selection clause and a waiver of class actions, all as set forth on Exhibit D.

28. **Advice of Counsel; Acceptance by Principal.** Principal has been advised to seek legal counsel with respect to the terms and effect of this Agreement, including the Exhibits hereto, prior to executing this Agreement, and Principal executes this Agreement with full knowledge and responsibility for the consequences of this action.

Securities Transactions and Governing Law

29. **Notice of Securities Transactions.** Principal and Agent agree that, pursuant to subsection (e) of 12 C.F.R. § 208.34 (the "Regulation"), Regions Bank shall provide information regarding securities transactions not less frequently than once every three months by way of an itemized statement, which statement shall specify the funds and securities in the custody or possession of Principal at the end of such period and all debits, credits and transactions in Principal's Account during such period. Principal further agrees that if Principal requests other or additional information regarding securities transactions, including the notification described in subsection (d) of the Regulation, then Agent shall have an



administratively-reasonable time to provide such other or additional information, and Agent shall be entitled to charge a reasonable fee therefor.

30. **Reference to Transaction Confirmation Waiver Provision.**

Principal acknowledges that, unless waived, Principal has the right to receive, at no additional cost to Principal, written notification of security transactions from any broker-dealer (the “Broker-Dealer”) at or before completion of such transactions. If this right is waived, Principal agrees that the Broker-Dealer does not have to provide confirmations of purchases and sales of securities and can instead provide Principal with periodic Account statements disclosing such transactions.

By checking the box below, Principal expressly elects to waive the right to receive trade-by-trade confirmations from the broker-dealer and instead has elected to receive periodic statements detailing such transactions. Principal understands that waiving the right to receive trade-by-trade confirmations is not a condition of opening Principal’s Account and will not result in a different fee. Principal may rescind this waiver at any time and may request, at no additional cost, confirmations for any transactions effected for up to one year preceding Principal’s last statement by contacting the Broker-Dealer directly..

☐ **Principal WAIVES the right to receive trade-by-trade confirmations from the broker-dealer;** ☐
Principal DOES NOT WAIVE the right to receive trade-by-trade confirmations from the broker-dealer;

31. **Governing Law & Venue.** This Agreement shall be governed by the law of the State of Alabama, without regard to its conflict of laws provisions. If no state law is identified in the immediately-preceding sentence, then the law of the state in which this Account is opened shall apply, without regard to its conflict of laws provisions. Any legal proceedings arising out of this Agreement shall be brought exclusively in the Circuit Courts of Baldwin County, Alabama, and both Parties consent to the exclusive jurisdiction of such courts.

Execution

The undersigned, Principal, by execution of this instrument, does hereby accept the provisions of this instrument as hereinabove set out.

The undersigned, Regions Bank, as Agent, by execution of this instrument, does hereby accept the provisions of this instrument as hereinabove set out.

IN WITNESS WHEREOF, the Parties have executed this Agreement under seal this ____ day of _____, _____.

PRINCIPAL:
BY: _____
Signature
ITS: _____
Title

Name Printed

REGIONS BANK, as Agent
BY: _____
ITS: _____

Name Printed



EXHIBIT A

Provisions Applicable to Real Property or Interests in Real Property

At any time that Agent holds real property or an interest in real property under this Agreement, the following provisions shall be applicable:

1. Agent shall have the following additional powers:

A. To operate farms and woodlands with hired labor, tenants or sharecroppers; to acquire real estate, crop allotments, livestock, poultry, machinery, equipment, materials, and any other items of production in connection therewith; to clear, drain, ditch, make roads, fence and plant part or all of such real estate, and to employ or enter into any practices or programs to conserve, improve or regulate the efficiency, fertility, and production thereof; to improve, sell, auction, or exchange crops, timber, or other products thereof; to lease or enter into other management, cutting, production, or sales contracts, whether acting alone or jointly with others, for a term beyond the possible termination of the Account or for a less period; to employ the methods of carrying on agriculture, animal husbandry, and silviculture which are in use in the vicinity of any of such real estate or which Agent deems otherwise appropriate; to make loans or advances at interest for production, harvesting, marketing, or any other purpose hereunder, in such manner and upon such terms and conditions as Agent may approve, and in general to take any action which Agent may deem necessary or desirable in such operations of farms and woodlands.

B. To drill, explore, test, mine, or otherwise exploit oil, gas or other mineral or natural resources; to engage in absorption, repressuring, and other production, processing, or secondary recovery operations; to install, operate and maintain storage plants and pipelines or other transportation facilities; to engage in any of the above activities directly or to contract with others for the performance of these activities, and to enter into and execute oil, gas and mineral leases, division and transfer orders, grants, farm-out, pooling, or unitization agreements and such other instruments or agreements in connection therewith, whether acting alone or jointly with others, as Agent may deem desirable.

C. To lease or rent real estate held hereunder, whether acting alone or jointly.

D. To receive any property, real or personal; provided, however, that Agent may require, as a condition precedent to accepting property, that the donating party provide evidence satisfactory to Agent that (i) the property is not contaminated by any hazardous or toxic materials or substances; and (ii) the property is not being used and has never been used for any activities directly or indirectly involving the generation, use, treatment, storage, disposal, release, or discharge of any hazardous or toxic materials or substances.

E. To (i) periodically conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulation thereunder; (ii) take all appropriate remedial action to contain, clean up, or remove any environmental hazard whatsoever including, but not limited to, a spill, release, discharge or contamination, either on its own accord or in response to an actual or threatened violation of any environmental law or regulation thereunder; (iii) commence, defend, and/or settle legal proceedings concerning environmental hazards involving any local, state, or federal agency concerned with environmental compliance, or by a private litigant; (iv) comply with any local, state, or federal agency order or court order directing an assessment, abatement or cleanup of any environmental hazards; and (v) employ agents, consultants, and legal counsel to assist or perform the above undertakings or actions. Any expenses incurred by Agent under this subparagraph may be charged against the assets of the Account as Agent shall determine.

2. Regions Bank shall not be liable for any loss or depreciation in value sustained by the Account as a result of Agent's retaining any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state, or local environmental law, unless Agent contributed to the loss or depreciation in value through intentional misconduct. Principal shall indemnify Regions Bank, in any capacity, including as Agent, for any and all costs, penalties and fees associated with any environmental hazard, environmental law or regulation or any proceeding in relation thereto.



EXHIBIT B

Applicable Regions Bank Fee Schedule

(See Following Page)

\$10,000,000	0.25%
\$25,000,000	0.15%
\$50,000,000	0.12%
\$150,000,000	0.10%
\$500,000,000	0.08%

*there is an 18% discount on the fee noted above / the fee will be calculated in quarterly installments and charged to assets



EXHIBIT C

Other Financial Industry Activities and Affiliations

Regions Bank provides additional banking services, some of which may be recommended to clients. Fees for any additional products and services are charged in addition to the Account Fees described in the then-applicable Regions Bank Fee Schedule, made a separate Exhibit hereto. Clients should direct any inquiries regarding these fees to their Trust Advisor.

RFC Financial Services Holding, LLC, which is a wholly owned subsidiary of Regions Financial Corporation, wholly owns BlackArch Partners, an investment bank, which is a direct Principal of BlackArch Securities LLC, a broker-dealer registered with the SEC and a member of the Financial Industry Regulatory Authority, Inc. ("FINRA").

Under the trade name of Regions Investment Solutions, and through a networking agreement, securities are offered to Regions Bank's clients through Cetera, an SEC-registered broker-dealer and member of FINRA. The personnel offering these services are dual employees of Cetera and of Regions Bank.

Highland Associates, Inc., a subsidiary of Regions Bank, is a leading institutional investment firm that provides objective, research-driven investment services to not-for-profit healthcare entities and mission based organizations.

Regions Bank and SEI Global Services, Inc. ("SEI") have entered into contractual agreements under which SEI has agreed to provide Regions Bank with various types of support and services in connection with investments offered to client accounts. SEI's services are provided to Regions Bank and not directly to Regions Bank's clients, and are subject to termination in accordance with Regions Bank's contractual arrangements with SEI. SEI is not affiliated with Regions Bank, its holding company, or with any of its affiliates and/or subsidiaries.



EXHIBIT D

Jury Waiver and Forum Selection Clause and Waiver of Class Actions.

In subparagraphs A and B of this Exhibit D, Principal and Regions Bank, in any capacity, including as Agent, shall be referred to individually as “Party” and collectively as the “Parties,” and the term “Claim” shall mean any and all disputes, claims and/or controversies between the Parties, whether individual, joint, or class in nature, arising from or relating to this Agreement or otherwise, including without limitation contract or tort disputes.

A. Jury Waiver and Forum Selection.

The Parties irrevocably waive all rights to trial by jury in any court in any action arising out of or related to this Agreement as against any other Party, including without limitation, all Claims. Additionally, any litigation arising out of or related to this Agreement shall be filed only in the Circuit Courts of Baldwin County, Alabama, and the Parties hereby consent and submit themselves to the sole and exclusive jurisdiction and venue of those courts and waive any objection based on the convenience of those exclusive venues. This Agreement is binding upon the Parties’ heirs, assigns and successors.

B. Waiver of Class Actions.

In relation to this Account, Principal shall not be entitled to arbitrate or litigate any Claim against Regions Bank or its affiliates as a class action or representative action. Principal agrees that any action brought by Principal against Regions Bank or its affiliates in relation to this Account shall be brought solely in Principal’s individual capacity, and Principal hereby waives any right to bring a class action, or any type of representative action against Regions Bank or its affiliates. Principal further waives any right to participate as a class member, or in any other capacity, in any class action or representative action brought by any other person, entity or agency against Regions Bank or its affiliates in relation to this Account.



EXHIBIT E
Plan Payments

For Retirement Plan Accounts Principal/Plan Sponsor agrees that Regions Institutional Trust assumes no liability or responsibility for the payment of benefits under the Plan. Regions may rely upon and act upon information provided by Principal/Plan Sponsor in writing or any other medium acceptable to Regions, including, but not limited to electronic medium. Regions may treat such information as being correct and accurate. Principal/Plan Sponsor represents and warrants to Regions that all information delivered by Principal/Plan Sponsor to Regions shall be true and correct. Principal/Plan Sponsor further agrees to provide timely notification of the death of a Plan Participant, including notification to stop payments as Plan Sponsor directs. If Principal/Plan Sponsor fails to provide such timely notice of the death of a Participant and fails to direct such payments or distributions should stop, then Principal/Plan Sponsor agrees any amounts not able to be recouped by the reasonable efforts of Principal/Plan Sponsor and Regions shall be paid into the trust by Principal/Plan Sponsor.