

SETTLEMENT AGREEMENT

This Settlement Agreement is made effective as of October 30, 2014, among Regions Financial Corporation; Regions Investment Management, Inc.; and C. Fred Daniels in his capacity as Court-appointed Trustee *Ad Litem* for each of the Accounts listed and identified on **Exhibit 1** to this Settlement Agreement. Regions Bank joins in this Settlement Agreement to evidence and confirm: Regions Bank's consent and agreement to be bound by all terms and provisions of this Settlement Agreement that specifically include or reference an agreement, undertaking, or obligation of or by Regions Bank; Regions Bank's agreement to perform all obligations and responsibilities specifically imposed upon Regions Bank by the terms of this Settlement Agreement; Regions Bank's agreement to remain neutral on the instruction agreed to be sought by the Parties in Subsection 4.1(b); and Regions Bank's acknowledgment that it shall be subject to any orders of the Court implementing this Settlement Agreement. As to any issue presented to the Court for implementation by further Order of the Court, the TAL and the Regions Parties agree that Regions Bank shall be entitled to present to the Court Regions Bank's position concerning agreements, obligations, or responsibilities of Regions Bank on the same footing as if Regions Bank were a full party to this Settlement Agreement.

Definitions

“**Account(s)**” means: The types of accounts that are included within the TAL's appointment by the Probate Court of Jefferson County, Alabama, including, but not limited to, trusts, agencies, directed trusts, custodianships, decedent's estates, guardianships, conservatorships, and ERISA-non-fiduciary accounts.

“Account Successors” means: Persons and entities who meet the definition of “Account Successors” in the Glossary to the Court’s Order dated June 25, 2014 (the “RDR Order”), as supplemented on July 14, 2014 by the Supplement to Order dated June 25, 2014 (“Supplement To RDR Order”).

“Appointment Orders” means: The Orders entered in the TAL Proceeding on June 9, 2008 (as amended on June 20, 2008), and June 30, 2008, appointing C. Fred Daniels as TAL for certain Regions Bank Accounts and approving the notice of his appointment.

“Best Available Information” means: The information defined in Section 1.e. of the Supplement To RDR Order.

“CEF Claims” means: Claims, actions, and causes of action based on or arising in any connection with ownership of investments by the Settlement Accounts in the CEF, except SEC Fair Fund Claims, States’ Fund Claims, and ERISA Claims arising from or related to the CEF.

“CEF Class Litigation” means: *In re Regions Morgan Keegan Closed-End Fund Litigation*, Case No. 2:07-cv-2830, in the United States District Court for the Western District of Tennessee.

“Closed-End Funds” or **“CEF”** means: The RMK Advantage Income Fund; the RMK High Income Fund; the RMK Multi-Sector High Income Fund; and the RMK Strategic Income Fund, collectively.

“Court” means: The Probate Court of Jefferson County, Alabama.

“Distribution Amount” means: The projected portion of the Settlement Amount allocated to each Settlement Account in the Plan of Allocation.

“Distribution Date” means: The date on which the Settlement Administrator begins distribution of the Distribution Amounts to the Final Settlement Accounts, which shall be not later than forty-five (45) days after the Final Approval Order and the TAL Final Discharge Order become Final.

“Effective Date” means: The date first written above.

“ERISA Claims” means: Claims within the TAL’s RMK Funds Claim Authority that are included in the definition of “Plaintiffs’ Released Claims” in Section 4.1 (and subject to Sections 4.3, 4.4, and 10) of the ERISA Class Settlement Agreement.

“ERISA Class Litigation” means: *In re Regions Morgan Keegan ERISA Litigation*, Case No. 2:08-cv-02192-SHM-dkv, in the United States District Court for the Western District of Tennessee.

“ERISA Class Settlement Agreement” means: The Class Action Settlement Agreement with an Execution Date of December 18, 2013, that has been signed in the ERISA Class Litigation, and that has received preliminary approval from the court presiding over the ERISA Class Litigation.

“Final,” when used to indicate the status of an order (such as, for example, “becomes Final”) but not as part of a multi-term definition (such as, for example, “Final Approval Order” or “Petition for Final Discharge”), means:

1. With respect to an order by the Court in the TAL Proceeding:

(a) If: (i) no motion to alter, amend, or vacate the order is filed on or before the first day that is 30 days after entry of the order and is not a Saturday, Sunday, or Legal Holiday; and (ii) no appeal from the order or petition for writ of mandamus challenging the order is filed on or before the first day that is 42 days after entry of the order and is not a Saturday, Sunday, or Legal Holiday, then immediately upon the expiration of the longer of such time periods.

(b) If a motion to alter, amend, or vacate the order is filed on or before the first day that is 30 days after entry of the order and is not a Saturday, Sunday, or Legal Holiday, then on the first day that is not a Saturday, Sunday, or Legal Holiday and is more than 42 days after entry of an order denying the motion, unless before such date, an appeal or petition for writ of mandamus is filed. If the Court does not enter an order granting or denying such motion on or before the first day that is 90 days after the motion is filed and is not a Saturday, Sunday, or Legal Holiday, then the motion shall be deemed to have been denied on that day.

(c) If an appeal or petition for writ of mandamus is filed (i) on or before the first day that is 42 days after entry of the order and is not a Saturday, Sunday, or Legal Holiday; or (ii) on or before the first day that is 42 days after an order denying a motion to alter, amend, or vacate, then on the date that a Certificate of Judgment is entered pursuant to Ala. R. App. P. 41 on a judgment denying the appeal or petition or affirming the order, unless prior to that date the

appeal or petition is voluntarily dismissed, in which event the order shall be deemed Final on the first day following such voluntary dismissal.

(d) If, with respect to any order by the Court, more than one motion to alter, amend, or vacate the order, or appeal or petition for writ of mandamus challenging the order, is filed, then the order shall be deemed Final on the date by which the order has become Final with respect to all such motions, appeals, or petitions under the criteria stated above.

2. With respect to any order or judgment by any other court, the later of (i) if there is an appeal from the order, the date of the final decision on appeal affirming or upholding the order and the expiration of the time for any further judicial review whether by appeal, reconsideration, a petition for writ of certiorari, or a petition for writ of mandamus, or if certiorari is granted, the date of the final decision affirming or upholding the order following review pursuant to the grant; or (ii) the date of final dismissal of any appeal from the order or the final dismissal of any proceeding on certiorari or mandamus to review the order; or (iii) the expiration of the time for the filing of any notice of appeal or petition for writ of mandamus concerning the order (or, if the date for taking an appeal or filing a petition for writ of mandamus shall be extended beyond this time by order of the issuing court, by operation of law or otherwise, or if such extension is requested, the date of expiration of any extension if any appeal or review is not sought).

“Final Approval and Final Discharge Hearing” means: The hearing by the Court provided in **Subsection 4.7**.

“Final Approval Petition” means: The petition to be filed by the TAL and the Regions Parties as provided in **Subsection 4.1**.

“Final Approval Order” means: An order by the Court approving the Settlement as fair, reasonable, and adequate and granting the TAL a final discharge and release from any and all authority, responsibility, and liability in connection with the Released Claims of the Final Settlement Accounts, other than authority to implement and enforce the terms of the Settlement as provided in **Subsection 6.1**.

“Final Discharge Accounts” means: All Final Settlement Accounts and any TAL Remaining Accounts presented for final discharge of the TAL at the Final Approval and Final Discharge Hearing.

“Final Discharge Petitions” means: The TAL Final Discharge Petition and the Regions Bank Final Discharge Petition as described in **Subsections 4.2.1 and 4.2.2**.

“Final Settlement Accounts” means: Settlement Accounts that have not become Removed Settlement Accounts by the date of the Final Approval Order.

“Final Settlement Amount” means: The Settlement Amount after any adjustments pursuant to **Subsection 2.1, Subsection 5.5, or Subsection 5.6**.

“Guardian *Ad Litem*” or **“GAL”** means: J. William Rose, Jr., appointed by the Court’s June 19, 2008, “Order Appointing Guardian *Ad Litem*” in the TAL Proceeding, and any additional or successor Guardian *Ad Litem* appointed by the Court in the TAL Proceeding.

“Legacy Accounts” means: Settlement Accounts that satisfy the definition of “Legacy Accounts” in the Glossary to the “RDR Order, as supplemented by the Supplement to RDR Order.

“Legacy Accounts Order” means: The Court’s September 10, 2012, “Order Concerning Trusts And Custodial Accounts For Which Regions Bank’s Appointment As Trustee Or Custodian Has Ended,” as the same has been clarified, modified, and supplemented by the RDR Order, including the Supplement To RDR Order, and any future supplements or modifications to such orders.

“Liquidating Shareholder Interests” means: All rights and interests of Settlement Accounts (or Account Successors of Settlement Accounts) in or against the OEF that exist or may arise by or from ownership of OEF shares at the time the OEF formally liquidated in May of 2009, including, but not limited to, any right to receive distributions or dividends from or for any recovery on behalf of the OEF in the OEF Derivative Litigation.

“Morgan Keegan” means: Morgan Keegan & Co., Inc.

“Notice” means: The Notice that is defined and described in **Subsection 4.4.3.**

“Notice Parties” means: Those Parties With Standing and Potential Account Successors who have been identified by or to Regions Bank as of the date that is 30 days after entry of the Preliminary Approval Order. The Account Successors and Potential Account Successors of Legacy Accounts shall be identified pursuant to the

Legacy Accounts Order as modified and supplemented by the RDR Order, including the Supplement To RDR Order.

“Objection Date” means: The deadline provided in the Notice for submission by Parties With Standing of any objections to the Settlement, the TAL Final Discharge Petition, or the Regions Bank Final Discharge Petition.

“OEF Class Securities Litigation” means: *In re Regions Morgan Keegan Open-End Mutual Fund Litigation*, Case No. 2:07-cv-2784-SHM-dkv, in the United States District Court for the Western District of Tennessee.

“OEF Derivative Litigation” means: *Landers et al. v. Morgan Asset Management, Inc., et al.*, Case No. 2:08-cv-02260-SHM, in the United States District Court for the Western District of Tennessee.

“Open-End Funds” or **“OEF”** means: The RMK Select High Income Fund; the RMK Select Intermediate Bond Fund; and the RMK Select Short Term Bond Fund, collectively.

“Other Potentially Interested Parties” means: Persons or entities who have been an addressee of any written communication concerning a Settlement Account by the TAL in connection with the TAL’s appointment or carrying out of his authority under the TAL Proceeding Orders, and who may also be sent, at the TAL’s discretion, the Notice that is defined and described in **Subsection 4.4.3**, so long as the Notice clearly discloses that Parties With Standing are the only persons or entities: (i) who are entitled to object to the Settlement; and (ii) who are entitled to object to the Final Discharge Petitions; and so long as the Notice clearly explains that receipt of a Notice does not

necessarily indicate that the recipient has been identified as a Party With Standing, but rather that receipt of a Notice may indicate merely that the recipient is an “Other Potentially Interested Party” who is receiving the Notice at the TAL’s discretion solely as information.

“Parties” means: The TAL and the Regions Parties and, to the extent expressly stated herein or as may be further directed by the Court, Regions Bank.

“Parties With Standing” means: The GAL and those persons or entities who, at the relevant time: (i) with respect to a Settlement Account that is open at Regions Bank, have or have had one or more of the relationship(s) to the Settlement Account reflected on the chart attached hereto as **Exhibit 2** for the Settlement Account’s account type, if and as **Exhibit 2** shall be approved by the Court on a petition by Regions Bank; or (ii) with respect to Legacy Accounts, are Account Successors. Promptly after execution of this Settlement Agreement, Regions Bank shall petition the Court for (i) approval of **Exhibit 2**, and (ii) a finding by the Court similar to or in substantial conformity with the following: that (a) the doctrine of virtual representation has been duly invoked and applies, and that (b) the representation provisions of Alabama Code §§ 19-3B-301, 302, 303, 304 & 305 apply, to make the representation by current or former Parties With Standing, those persons or entities who are or have been in a position to represent Parties With Standing, persons or entities who are sent the Notice or were sent any prior notice in or related to the TAL Proceeding, and persons or entities who hereafter appear in the TAL Proceeding, binding, to the fullest extent allowed by applicable law, on and on behalf of any and all potentially-interested persons or entities,

born or unborn, known or unknown, whether current, former or future, who have had, may have had or may ever have any interest in the TAL Accounts, during their continuance or upon their termination. The Parties and Regions Bank intend that, to the fullest extent permitted or provided by applicable law, the doctrine of virtual representation, as well as the representation provisions of Alabama Code §§ 19-3B-301, 302, 303, 304 & 305, shall apply to all potentially-interested persons or entities, born or unborn, known or unknown, whether current, former or future, who have had, may have had or may ever have any interest in the TAL Accounts, during their continuance or upon their termination, with respect to all rights, elections, actions, failures to act, notices and proceedings in connection with this Settlement Agreement and the TAL Proceeding in its entirety, including the Final Approval Order and Final Discharge Petitions and Order(s). The Parties and Regions Bank further intend that the doctrine of virtual representation, as well as the representation provisions of Alabama Code §§ 19-3B-301, 302, 303, 304 & 305, shall apply in the TAL Proceeding in addition to the doctrines of privity, res judicata, issue preclusion and claim preclusion.

“Payment Date” means: A date that is no more than 30 days after the Final Approval Order is entered and upon which date payment of the Final Settlement Amount is made by the Regions Parties to the Settlement Administrator as provided herein.

“Plan of Allocation” or **“POA”** means: The written description of the basis and formula for allocating the Settlement Amount among the Settlement Accounts, including an itemization of the projected Distribution Amount allocated to each

Settlement Account. The Plan of Allocation is subject to review and approval by the Special Master and the Court as provided in this Settlement Agreement.

“Potential Account Successors” means: Those persons or entities who meet the definition of a Potential Account Successor as provided in the Supplement To RDR Order.

“Preliminary Approval Order” means: The Order by the Court described in **Subsection 4.4.8** preliminarily approving the Settlement Agreement, the Plan of Allocation, the Notice, and the Notice Dissemination Plan, as fair, reasonable, and adequate.

“RDR Order” means: The Order entered by the Court in the TAL Proceeding on June 25, 2014, as modified and supplemented by the Supplement To RDR Order entered by the Court in the TAL Proceeding on July 14, 2014, and as the same may be further modified or supplemented.

“Regions Bank” means: Regions Bank, in any and all capacities unless capacity is otherwise noted or limited, and its successors and assigns.

“Regions Bank Final Discharge Order” means: An order by the Court granting to Regions Bank a full and final discharge from any and all further responsibility or obligation under the TAL Proceeding Orders in connection with any TAL Accounts, and from any and all further responsibility or obligation with respect to the TAL Proceeding in its entirety, other than any Regions Bank Winding Up Responsibilities expressly reserved, enumerated, and directed by the Court; and, if not already obtained, a declaration that Regions Bank properly addressed the conflict of interest described in the

Appointment Orders by seeking the appointment of a temporary special fiduciary in the TAL Proceeding, as more fully described in **Subsection 4.2.2**.

“Regions Bank Final Discharge Petition” means: The Petition to be filed by Regions Bank pursuant to **Subsection 4.2.2** seeking a full and final discharge from any and all further responsibility or obligation under the TAL Proceeding Orders in connection with any TAL Accounts, and from any and all further responsibility or obligation with respect to the TAL Proceeding in its entirety, other than any Regions Bank Winding Up Responsibilities expressly reserved, enumerated and directed by the Court; and, if not already obtained, a declaration that Regions Bank properly addressed the conflict of interest described in the Appointment Orders by seeking the appointment of a temporary special fiduciary in the TAL Proceeding, as more fully described in **Subsection 4.2.2**.

“Regions Bank Winding Up Responsibilities” means: Any responsibilities that are expressly reserved, enumerated, or directed by the Court in the Regions Bank Final Discharge Order, together with any TAL Winding Up Responsibilities that are transferred to Regions Bank by the Court upon a determination by the Court that Regions Bank no longer has an actual or potential conflict of interest with respect to such authority or responsibilities that requires the continuing appointment of a temporary special fiduciary.

“Regions Parties” means: Regions Financial Corporation and Regions Investment Management, Inc., and their respective successors and assigns.

“Released Claims” means: All claims, actions, causes of action, rights, and remedies, whether known or unknown, that are within the TAL’s RMK Funds Claim Authority with respect to each or any of the Final Settlement Accounts, separately and severally, arising in any connection with ownership of the Open-End Funds, whether based on securities laws or otherwise, including, but not limited to, any and all past, present and future claims, actions, causes of action, rights and remedies (including compensatory and punitive damages), or any other damages, awards, equitable, legal, and administrative relief, interest, demands or rights that are based upon, related to, or connected with, directly or indirectly, ownership of the Open-End Funds, including a breach of contract claim, except that Released Claims specifically exclude: Liquidating Shareholder Interests; ERISA Claims (unless the option granted under **Subsection 5.5** is exercised); CEF Claims; SEC Fair Fund Claims; and States’ Fund Claims. Claims against any party that are based upon Regions Bank’s state law fiduciary duties as a fiduciary for Accounts, and which can be or could have been asserted directly by a person or entity to whom those state law fiduciary duties are or were owed, are not and never have been within the TAL’s RMK Funds Claim Authority, and thus are not Released Claims. Any Liquidating Shareholder Interests of any Settlement Accounts, including any rights to receive dividends or distributions from amounts recovered by or for the Open End Funds in the OEF Derivative Litigation, are excluded from Released Claims.

“Released Parties” means: Regions Bank, in any and all capacities; RFC; RIM; MK Holdings, Inc.; Morgan Keegan; the Open-End Funds (except for Liquidating Shareholder Interests); and their respective past, present and future parent corporations,

subsidiaries, affiliates, officers, directors, employees, agents, general agents, representatives, attorneys, accountants, heirs, administrators, executors, insurers, predecessors, successors and assigns, including, but not limited to, any of the current or former officers, directors, or employees of any of the foregoing.

“Releasors” means: The TAL and, to the extent ordered by the Court, Regions Bank, in its fiduciary capacity.

“Removed Settlement Account” means: A Settlement Account that, pursuant to a Removed Settlement Account Order, becomes removed (i) from the TAL’s appointment, authority, and responsibility and the TAL Proceeding in its entirety; (ii) from Regions Bank’s responsibility under the TAL Proceeding Orders and the TAL Proceeding in its entirety; and (iii) from this Settlement; and with respect to which Settlement Account the TAL and Regions Bank are relieved from liability under the TAL Proceeding Orders and in relation to the TAL Proceeding in its entirety.

“Removed Settlement Account Order” means: A Final order by the Court entered after December 31, 2013: (i) removing a Settlement Account from the TAL’s appointment, authority, and responsibility; (ii) fully and finally releasing and discharging the TAL from all liability in connection with such Settlement Account; and (iii) fully and finally releasing and discharging Regions Bank from any further liability and responsibilities under the TAL Proceeding Orders and in relation to the TAL Proceeding in its entirety with respect to such Settlement Account, except with respect to fees and expenses that the Court determines were necessarily and reasonably incurred by the TAL

as provided in **Subsection 2.1.1** and any winding up responsibilities that are expressly reserved, enumerated, or directed by the Court in the order.

“RFC” means: Regions Financial Corporation, and its successors and assigns.

“RIM” means: Regions Investment Management, Inc., formerly named Morgan Asset Management, Inc., and its successors and assigns.

“RIM Contract Litigation” means: *Daniels, et al v. Morgan Asset Management, Inc.*, Case No. 2:13-cv-2053-SHM in the United States District Court for the Western District of Tennessee.

“RMK Funds” means: The CEF and the OEF, collectively.

“RMK Funds Claim Authority” means: The right, capacity, power, and authority of Regions Bank as of June 30, 2008 (as clarified in Paragraph 5 and Footnote 9 of the Supplement To RDR Order), with respect to a TAL Account, to file, pursue, or participate in litigation or other proceedings asserting any claim or cause of action on behalf of the TAL Account to recover losses from investments in the RMK Funds, to the fullest extent that such right, capacity, power, and authority was transferred by the Court to the TAL by the TAL Proceeding Orders (specifically including, but not limited to, the clarifications in Paragraph 5 and Footnote 9 of the Supplement To RDR Order).

“SEC Fair Fund Claims” means: Claims made on behalf of Settlement Accounts or any other TAL Accounts that are or ever have been within the scope of the TAL’s appointment for distributions from the fund established by the United States Securities and Exchange Commission in Administrative Proceeding File No. 3-13847.

“Settlement” or “Settlement Agreement” means: The entire settlement described and memorialized by the terms of this Settlement Agreement, including the attachments, exhibits, and the Plan of Allocation.

“Settlement Accounts” means: The TAL Accounts listed and identified on **Exhibit 1** to this Settlement Agreement.

“Settlement Administrator” means: The third-party Settlement Administrator appointed by the Court and engaged by RFC to administer and distribute the Final Settlement Amount as provided in **Subsection 2.2**.

“Settlement Amount” means: The amount specified in **Section 2**.

“Special Master Fairness Hearing” means: The hearing by the Special Master as provided in **Subsection 4.5** to consider objections to the Settlement Agreement, the Plan of Allocation, and the Notice, and to consider the fairness, reasonableness, and adequacy of the Settlement.

“Special Master” means: The Special Master appointed by the Court as provided in **Subsection 4.3**.

“States’ Fund Claims” means: Claims made on behalf of Settlement Accounts or any other TAL Accounts that are or ever have been within the scope of the TAL’s appointment for distributions from the fund established by the securities regulatory authorities of the States of Alabama, Kentucky, Mississippi, South Carolina, and Tennessee, in connection with Alabama Securities Commission Order, SC-2010-0016 (June 22, 2011), Kentucky Department of Financial Institutions Order, Agency Case No. 2010-AH-021/Administrative Action No. 10-PPC0267 (June 28, 2011),

Mississippi Secretary of State Securities and Charities Division Order, Administrative Proceeding File No. S-08-0050 (June 21, 2011), South Carolina Securities Commissioner Order, File No. 08011 (June 22, 2011) and Tennessee Commissioner of Commerce and Insurance Order, Docket No. 12.06-107077J/Order No. 11-005 (June 23, 2011), respectively.

“Supplement To RDR Order” means: The “Supplement To Order Dated June 25, 2014” entered by the Court in the TAL Proceeding on July 14, 2014, as the same may be further supplemented by the Court.

“TAL” means: C. Fred Daniels in his capacity as Court-appointed Trustee *Ad Litem* pursuant to the TAL Proceeding Orders. In entering into, executing, and carrying out this Settlement Agreement, the TAL has exercised, and is exercising, his full and complete RMK Funds Claim Authority on behalf of each of the Settlement Accounts, separately and severally.

“TAL Accounts” means: The particular individual Accounts that, as of the Effective Date, have been specifically and separately identified by Regions Bank to the TAL (by account name and number) as Accounts that satisfied, as of June 30, 2008, the criteria in the TAL Proceeding Orders for inclusion within the scope of the TAL’s appointment by the Court. “TAL Accounts” excludes those Accounts listed on **Exhibit 3** and those Accounts that were or may have been initially identified by Regions Bank as actually or potentially falling within the scope of the TAL’s appointment under the TAL Proceeding Orders, but which Regions Bank subsequently identified as not satisfying the criteria in the TAL Proceeding Orders for representation by the TAL, *e.g.*, Accounts that

closed at Regions Bank before June 30, 2008, and Accounts that Regions Bank has determined never actually held investments in the RMK Funds.

“TAL Final Discharge Order” means: An order to be sought from the Court by the TAL in accordance with the provisions of **Subsection 4.2.1** granting to the TAL a full and final discharge and release from all liability in connection with the Final Discharge Accounts and the TAL Proceeding in its entirety, and a full and final discharge and release from all further authority and responsibility in connection with the Final Discharge Accounts and the TAL Proceeding in its entirety, other than authority to implement and enforce the terms of the Settlement as provided in **Subsection 6.1** and authority to carry out any TAL Winding Up Responsibilities that are expressly reserved, enumerated, and directed by the Court in the TAL Final Discharge Order (if not transferred to Regions Bank by the Court upon a determination by the Court that Regions Bank no longer has an actual or potential conflict of interest with respect to such authority or responsibilities that requires the continuing appointment of a temporary special fiduciary).

“TAL Final Discharge Petition” means: The Petition to be filed by the TAL in accordance with the provisions of **Subsection 4.2.1** seeking entry of the TAL Final Discharge Order granting the TAL a final discharge and release from any and all liability, and from any and all further authority and responsibility, in connection with the Final Discharge Accounts and the TAL Proceeding in its entirety, other than authority to implement and enforce the terms of the Settlement as provided in **Subsection 6.1** and the responsibility to carry out any TAL Winding Up Responsibilities explicitly directed by

the Court in the TAL Final Discharge Order (if and to the extent not transferred to Regions Bank upon a determination by the Court that Regions Bank no longer has an actual or potential conflict of interest with respect to such authority or responsibilities that requires the continuing appointment of a temporary special fiduciary).

“TAL Proceeding” means: Case No. 200853 before the Probate Court of Jefferson County, Alabama, sitting in equity and exercising its expressly-invoked equity powers.

“TAL Proceeding Orders” means: The Appointment Orders together with all subsequent orders by the Court in the TAL Proceeding, including, but not limited to, the Legacy Accounts Order, the RDR Order, the Supplement To RDR Order, and any further supplement to such orders.

“TAL Remaining Account” means: Any TAL Account that is not a Settlement Account but for which: (a) the TAL was appointed to exercise RMK Funds Claim Authority by the Appointment Orders; and (b) the TAL has not received a final discharge order (subject to winding up responsibilities identified and directed by the Court) or Removed Settlement Account Order by the date of the filing of the TAL Final Discharge Petition.

“TAL Winding Up Responsibilities” means: Those responsibilities for the Final Discharge Accounts that are expressly reserved, enumerated, and directed by the Court in the TAL Final Discharge Order (which shall include, but not necessarily be limited to, the responsibilities and authority set out in **Subsections 6.1 through 6.4** below), but excluding any responsibilities for the Final Discharge Accounts that are

transferred from the TAL back to Regions Bank by the Court upon a determination by the Court that Regions Bank no longer has an actual or potential conflict of interest with respect to such authority or responsibilities that requires the continuing appointment of a temporary special fiduciary.

“Tolling Agreements” means: The Fifth Extended And Renewed Tolling Agreement between RIM and the TAL dated as of July 10, 2014, including all predecessor tolling agreements referenced therein, and the Fourteenth Extended And Renewed Tolling Agreement between Regions Bank and the TAL dated as of July 10, 2014, including all predecessor tolling agreements referenced therein, collectively.

Terms

Section 1. INCORPORATION. The foregoing Definitions are incorporated herein.

Section 2. THE SETTLEMENT AMOUNT. Subject to all terms, conditions and adjustments as set forth in this Settlement Agreement, the Regions Parties agree jointly and severally to pay Twenty-Four Million Dollars (\$24,000,000.00) (**“Settlement Amount”**) to the Settlement Administrator on or before the Payment Date. Except to the extent that **Subsections 2.2.2 and 2.2.3** may explicitly provide otherwise, the Final Settlement Amount shall be paid, held, and distributed for the sole and exclusive benefit of the Final Settlement Accounts.

2.1. **Adjustments Of The Settlement Amount.** The Settlement Amount is subject to reduction only as follows: If any Settlement Account becomes a Removed Settlement Account in accordance with **Subsection 2.1.1** before the Final Approval

Order is Final, then the Distribution Amount(s) allocated to such Removed Settlement Account(s) by the Plan Of Allocation shall be subtracted from the Settlement Amount. The Settlement Amount is not subject to reduction by or for any other amounts, including, but not limited to, attorneys' fees and expenses or any costs and expenses of administering or implementing the terms of the Settlement. The Settlement Amount is subject to increase as provided in **Subsections 5.5 and 5.6**. After adjustments, if any, as provided in this **Subsection 2.1** and in **Subsections 5.5 and 5.6**, the Settlement Amount as so adjusted shall become the Final Settlement Amount.

2.1.1. Removal of Settlement Accounts. A Removed Settlement Account Order may be sought by the TAL or Regions Bank, consistent with the procedures established in Section 2 of the Court's June 28, 2013, Order, as such procedures may be amended by the Court in the Court's discretion, based on actions on behalf of a Settlement Account by persons or entities other than the TAL that are inconsistent with the TAL's exclusive exercise of the RMK Funds Claim Authority conferred upon him by the Court. A Removed Settlement Account Order, with respect to the subject Settlement Account, is an order entered by the Court that (i) removes the Settlement Account from the TAL's appointment, authority, and responsibility; (ii) fully and finally releases and discharges the TAL from all liability in connection with such Settlement Account; and (iii) fully and finally releases and discharges Regions Bank from any further liability and responsibilities under the TAL Proceeding Orders or in relation to the TAL Proceeding with respect to such Settlement Account, except that Regions Bank will not be discharged from the obligation to pay those fees and expenses, if any,

submitted by the TAL to Regions Bank for payment that the Court determines were necessarily and reasonably incurred by the TAL for such further reasonable actions or services that may be or become necessary, after the date the Removed Settlement Account Order is entered, in connection with the transfer or termination of the TAL's duties and responsibilities with respect to such Removed Settlement Account, if any. The TAL acknowledges that his fees and expenses incurred in connection with a Removed Settlement Account are subject to Court review and approval, and further acknowledges that Regions Bank may petition the Court or any other court having jurisdiction over the Removed Settlement Account for the taxing to the Removed Settlement Account or any of its Account Successors of any such future costs and fees that the Court requires to be paid by Regions Bank to the TAL for actions or services after the date of the Removed Settlement Account Order.

2.2. **Payment And Distribution Of The Final Settlement Amount.**

2.2.1. Settlement Administrator. On or before the date for submissions to the Special Master as provided in **Subsection 4.4.1** below, RFC shall propose to the Special Master a qualified Settlement Administrator (either A.B. Data, Ltd or another experienced Settlement Administrator with qualifications similar to A.B. Data, Ltd) for appointment by the Court and engagement by RFC to administer and distribute the Final Settlement Amount to the Final Settlement Accounts. The selection, engagement, and responsibilities of the Settlement Administrator shall be subject to review and recommendations by the Special Master and approval by the Court. Except for any costs that the Court, in its discretion, taxes against Distribution Amounts interpled

into the Court by the Settlement Administrator as specifically provided in **Subsection 2.2.2.1**, RFC shall be solely responsible for paying all charges, costs, and expenses of or associated with the Settlement Administrator, and RFC shall not be entitled to charge any such costs, charges, or expenses to any other person or entity.

2.2.2. Payment. The Regions Parties shall pay the Final Settlement Amount to the Settlement Administrator by no later than 30 days after the Final Approval Order is entered and the Settlement Administrator shall deposit the Final Settlement Amount into an interest-bearing account solely for the benefit of the Final Settlement Accounts, except as specifically and explicitly provided in this **Subsection 2.2.2** and **Subsection 2.2.3**. If this Settlement Agreement is validly terminated pursuant to its express terms, then any amount by which the Final Settlement Amount may exceed the Status Quo Amount, as determined pursuant to **Subsection 5.9**, shall be refunded by the Settlement Administrator to RFC, together with any interest that has accrued on such excess amount.

2.2.2.1. Within thirty (30) days after the date that the Final Approval Order and TAL Final Discharge Order become Final, Regions Bank shall furnish to the Settlement Administrator (a) the wire instructions for distributions for those Final Settlement Accounts that have not become Legacy Accounts and are custodied at Regions Bank (“Open Final Settlement Accounts”) as of three (3) business days prior to the transmission of such information to the Settlement Administrator; (b) instructions obtained from, and otherwise the contact information for, any Final Settlement Accounts that have not become Legacy Accounts, but that are not custodied at Regions Bank

(“Open Non-Custodied Final Settlement Accounts”); and (c) with respect to each Final Settlement Account that has become a Legacy Account (a “Legacy Final Settlement Account”) as of three (3) business days prior to the transmission of such information to the Settlement Administrator, the Best Available Information with respect to the respective Account Successors thereto, as such information may be supplemented, updated, or corrected by or to Regions Bank pursuant to Sections 2, 3, and 4 of the Supplement To RDR Order.

With respect to each Open Final Settlement Account, the Settlement Administrator shall distribute to Regions Bank, subject to the terms and conditions of this Settlement Agreement, the Distribution Amount set forth in the Plan of Allocation for the benefit of each such Open Final Settlement Account. With respect to Open Non-Custodied Final Settlement Accounts, the Settlement Administrator shall distribute the Distribution Amount for each such Open Non-Custodied Final Settlement Account, subject to the terms and conditions of this Settlement Agreement, in accordance with written instructions to the Settlement Administrator by the plan sponsor (or other plan fiduciary), principal, or other authorized person for such Open Non-Custodied Final Settlement Account. Regions Bank may solicit such written instructions at any time after the Notice has been sent, but in no event later than ten (10) days after the Final Approval Order and TAL Final Discharge Order have become Final. If Regions Bank receives from the Settlement Administrator a distribution on behalf of any Final Settlement Account that has become a Legacy Final Settlement Account or an Open Non-Custodied Final Settlement Account by the date that the distribution is received by Regions Bank,

then Regions Bank shall return such distribution to the Settlement Administrator, which shall redistribute the Distribution Amount as promptly as practical under the circumstances to the appropriate Account Successor(s) or pursuant to the written instructions of the plan sponsor (or other plan fiduciary), principal, or other authorized person as provided herein.

With respect to each Legacy Final Settlement Account, the Settlement Administrator shall distribute, subject to the terms and conditions of this Settlement Agreement, the Distribution Amount for such Legacy Final Settlement Account to the Account Successor(s) of such Legacy Final Settlement Account based upon the Best Available Information with respect to the respective Account Successors thereto, as such information may be supplemented, updated, or corrected by or to Regions Bank pursuant to the Supplement To RDR Order (including information concerning Potential Account Successors), and as such information may be further updated or determined by the Settlement Administrator.

The Settlement Administrator shall make diligent and thorough efforts (including follow-up efforts for initial distributions that are unsuccessful) to effect such distributions to the proper recipients, such as by use of third-party tracing, locator, and updating services commonly used by Settlement Administrators for such purposes and by requesting, when potentially useful, information and assistance from Regions Bank pursuant to Sections 2, 3, and 4 of the Supplement To RDR Order.

If, after diligent inquiries and efforts, including, but not limited to, requests to Regions Bank for information and assistance pursuant to Sections 2, 3, and 4 of the

Supplement To RDR Order, the Settlement Administrator is unable to determine with reasonable certainty the status of a Potential Account Successor, or if a dispute arises as to the identity or status of the Account Successor(s) of a Legacy Final Settlement Account who is entitled to receive a Distribution Amount, or as to the division of a Distribution Amount among multiple Account Successors of the same Legacy Final Settlement Account, or as to any other issue, and the Settlement Administrator cannot resolve such dispute after diligent inquiries and efforts, including, but not limited to, requests to Regions Bank for information and assistance pursuant to Sections 2, 3, and 4 of the Supplement To RDR Order, then the Settlement Administrator may interplead the Distribution Amount for such Legacy Final Settlement Account into the Probate Court of Jefferson County, Alabama, which shall determine the proper Account Successor(s), and the proper division of the Distribution Amount, based on the submissions of the persons or entities making a claim thereto. The Settlement Administrator shall serve a notice of such interpleader, in the form and manner directed by the Court, upon the GAL, the Account Successor(s), any Potential Account Successor(s), and any other person or entity who has asserted a claim of entitlement to part or all of the Distribution Amount. The TAL shall have no responsibility for the interpled funds or the proceedings with respect thereto. The reasonable costs and expenses of the Settlement Administrator for such interpleader may, in the Court's discretion, be taxed against the interpled funds or against one or more of the parties asserting a claim of entitlement thereto.

2.2.3. Distribution Report By Settlement Administrator. On the first business day that is 120 days after the Distribution Date, the Settlement Administrator

shall deliver to the Special Master, with copy to the GAL, a verified written report (“Distribution Report”) of the distribution of the Final Settlement Amount showing: (a) the name and address of each payee or recipient; (b) the amount paid to each such payee or recipient; (c) the name of the Final Settlement Account on behalf of which each such payment or distribution was made; and (d) each Final Settlement Account for which payment of the Distribution Amount has not been fully effectuated, negotiated, or accepted. The Distribution Report shall also separately identify: (i) any Final Settlement Account(s) for which the attempted distribution has been returned as undeliverable or for other specified reasons the Settlement Administrator has been unable to effectuate a payment of the Distribution Amount; and (ii) the payee or recipient and amount of each payment of a Distribution Amount that has not been negotiated or accepted as of the date of the Distribution Report. (The Distribution Amounts described in **Subsection 2.2.3 (d)** and **Subsection 2.2.3 (i) & (ii)** are referred to as “Undistributed Amounts”). With respect to Settlement Accounts identified in **Subsection 2.2.3 (d)** and **Subsection 2.2.3 (i) & (ii)** above, the Settlement Administrator shall include in the Distribution Report a detailed description of the Settlement Administrator’s efforts to identify, locate, and/or to effectuate payment of the Undistributed Amounts to the proper payees (“Distribution Efforts”). The GAL shall have 30 days from receipt of the Distribution Report to submit comments to the Special Master regarding: the reasonableness, diligence, and adequacy of the Settlement Administrator’s Distribution Efforts; any continuing, additional, or different Distribution Efforts that should be considered, attempted, or implemented; and whether the Undistributed Amounts should be reallocated among, and distributed to,

those Final Settlement Accounts for which the initial distributions of the Final Settlement Amount were successful. Unless the Settlement Administrator and Special Master both determine and certify to the Court and the GAL that (1) the Settlement Administrator's Distribution Efforts have been reasonable, thorough, diligent, and adequate and (2) the reasonably-projected costs of continuing Distribution Efforts would be unreasonable in relation to the total of the Undistributed Amounts (a "Distribution Compliance Certification"), then within sixty (60) days after receipt of the Distribution Report, the Special Master shall direct the Settlement Administrator to undertake additional Distribution Efforts (including any different or supplemental Distribution Efforts recommended by the Special Master) for another sixty (60) days, at which point the Settlement Administrator will make a Supplemental Distribution Report to the Special Master, with copy to the GAL, which shall be reviewed and responded to by the GAL and the Special Master in accordance with the procedure described above. A Distribution Compliance Certification must include the reasonably projected costs (stated as a total dollar amount) of continuing Distribution Efforts and the total dollar amount of the Undistributed Amounts. Any Undistributed Amounts that remain after the Settlement Administrator and Special Master have made a Distribution Compliance Certification shall be reallocated among, and distributed to, those Final Settlement Accounts (or as applicable, Account Successors of Legacy Final Settlement Accounts) for which prior distributions of the Final Settlement Amount were successful (a "Reallocation Distribution"), unless the Settlement Administrator and Special Master both certify to the Court and the GAL that the reasonably projected costs of a Reallocation Distribution

would be unreasonable in relation to the total of the Undistributed Amounts. Any such certification must include the reasonably projected costs (stated as a total dollar amount) of a Reallocation Distribution and the total dollar amount of the Undistributed Amounts. Any reallocation for a Reallocation Distribution shall be made consistent with the Plan of Allocation and the Settlement Administrator shall deliver to the Special Master, with a copy to the GAL, a Distribution Report for the Reallocation Distribution that complies with the Distribution Report requirements set out above. After a Distribution Compliance Certification has been made, and either a Reallocation Distribution has been completed or the Settlement Administrator and Special Master have both certified to the Court and the GAL that the reasonably projected costs (stated as a total dollar amount) of the Reallocation Distribution would be unreasonable in relation to the total dollar amount of the Undistributed Amounts, the Special Master shall submit a recommendation to the Court and the GAL that any remaining Undistributed Amounts be transferred to the charity identified in the Plan of Allocation. No such transfer shall be made unless, after the GAL has had an opportunity to respond to the Special Master's recommendation, the Court enters an order finding and concluding that all procedures, standards, and requirements of this **Subsection 2.2.3** have been followed and satisfied and directing the transfer to such charity. If the Court does not find and conclude that all procedures, standards, and requirements of this **Subsection 2.2.3** have been followed and satisfied, then the Court may direct such further Distribution Efforts or Reallocation Distributions as the Court determines to be reasonable and appropriate. In no event after the Final Approval Order approving this Settlement has become Final shall any portion of the Final

Settlement Amount revert to the Regions Parties, to Regions Bank, to any Released Party, or to the TAL. If the current GAL declines or objects to the responsibilities conferred upon the GAL under this Subsection, then Regions Bank will petition the Court to appoint another GAL to discharge those responsibilities.

2.3. **Conditions for Distribution Amounts.** Checks for Distribution Amounts payable to Account Successors of Legacy Final Settlement Accounts shall attach a tear-off remittance advice sheet that includes text that is either the same as, or in substantial conformity with and having the same effect as, the following:

This check is delivered to you as a successor-in-interest of the following account formerly maintained at Regions Bank: __[Account Name] & [AddVantage Number]_____ (“Your Account”). The check represents your portion of the amount allocated to Your Account under a Settlement Agreement (the “Settlement”) made on behalf of Your Account and other Regions Bank accounts by the Trustee Ad Litem (the “TAL”) appointed by the Probate Court of Jefferson County, Alabama (the “Court”) to represent Your Account and those other Regions Bank accounts in connection with efforts to recover payments for claims covered by the Settlement. The terms of the Settlement, and the allocation of the Settlement amount among all accounts included in the Settlement, have been approved by the Court after an extensive notice and review process. You or other successors-in-interest to Your Account should have previously received a written Notice concerning the Settlement, and a copy of the Notice and the Settlement Agreement can be obtained from the Settlement Administrator at _____. Your acceptance of this check further confirms that Your Account and you as a successor-in-interest to Your Account are bound by the Settlement and by the TAL’s authority to make the Settlement on behalf of Your Account; that you are the proper successor-in-interest to Your Account who is entitled to receive this payment; and that you agree to return the amount of this check if there is later a determination that you are not the proper successor-in-interest of Your Account who is entitled to receive this payment.

Section 3. RELEASE.

When the Final Approval Order and the TAL Final Discharge Order become Final, and in exchange for payment of the Final Settlement Amount to the Final Settlement Accounts and other good and valuable consideration, including payment by Regions Bank of claims-related fees and expenses incurred by the TAL for the benefit of the Final Settlement Accounts, Releasers fully and finally release, acquit, and forever discharge the Released Parties from all Released Claims on behalf of each of the Final Settlement Accounts, separately and severally.

Section 4. IMPLEMENTATION AND APPROVAL OF SETTLEMENT AGREEMENT.

4.1. **Final Approval Petition.** On or before January 16, 2015, the TAL and the Regions Parties shall file with the Court a Final Approval Petition requesting the Court, after completion of the review and approval procedures provided in this **Section 4**, to enter a Final Approval Order: (a) approving this Settlement and discharging the TAL from all authority, responsibility, and liability in connection with the Released Claims of the Final Settlement Accounts; and (b) directing and declaring that Regions Bank, in its current or former fiduciary capacity for the Final Settlement Accounts, is a Releaser of the Released Claims under this Settlement Agreement. The Final Approval Petition also shall jointly request the Court to enter any and all orders necessary or appropriate for implementation and completion of the review and approval process provided in this **Section 4**. The joint Final Approval Petition shall include the following statements: “The TAL avers that the Settlement is fair, reasonable, and adequate with respect to the

Settlement Accounts. RFC and RIM likewise aver this Settlement is fair, reasonable, and adequate as to the Settlement Accounts. Having litigated and settled (both individually and collectively) numerous other claims similar to the Released Claims, RFC and RIM affirm that this Settlement compares favorably for the TAL and the Settlement Accounts to RFC's and RIM's other settlements of claims similar to the Released Claims."

Within seven (7) days after the TAL and the Regions Parties file the Final Approval Petition, Regions Bank shall file a Response In Support Of Final Approval Petition supporting the relief requested in the Final Approval Petition and remaining neutral on the instruction to be requested under **Subsection 4.1(b)**.

Subsequently, any of the Parties or Regions Bank, or the Parties jointly, may file supplemental petitions seeking orders or instructions that may be or become necessary to cause the review and approval process provided in this **Section 4** to be implemented and completed.

4.2. **Final Discharge Petitions.**

4.2.1. TAL Final Discharge Petition. By no later than the date for submissions to the Special Master as provided in **Subsection 4.4.1** below, the TAL agrees to and shall file with the Court a TAL Final Discharge Petition: (a) describing all claims filed, asserted, or pursued by the TAL on behalf of the Settlement Accounts or TAL Remaining Accounts pursuant to the TAL's RMK Funds Claim Authority; (b) describing all recoveries obtained on, or other dispositions of, claims filed, asserted, or pursued by the TAL on behalf of the Settlement Accounts or TAL Remaining Accounts pursuant to the TAL's RMK Funds Claim Authority; (c) describing any additional

reasonably foreseeable activities by the TAL on behalf of the Settlement Accounts or TAL Remaining Accounts, if any, that may subsequently be required in order to complete the TAL's execution and discharge of the TAL's RMK Funds Claim Authority for the Final Discharge Accounts; and (d) stating affirmatively that the TAL is entitled to and is seeking a full and final discharge and release of the TAL from any and all liability and from any and all further authority and responsibility under the TAL Proceeding Orders in connection with the Final Discharge Accounts, other than any TAL Winding Up Responsibilities for the Final Discharge Accounts expressly reserved, enumerated, and directed by the Court in the TAL Final Discharge Order granting the TAL's Final Discharge Petition. Regions Bank reserves the right to comment to the Court upon any TAL Winding Up Responsibilities. The TAL Final Discharge Petition shall state that the TAL does not object to the Court, in the TAL Final Discharge Order, transferring to Regions Bank any remaining authority or responsibilities within the scope of the TAL's RMK Funds Claim Authority for the Final Discharge Accounts that would otherwise be included in the TAL's Winding Up Responsibilities, if and to the extent the Court determines that Regions Bank no longer has an actual or potential conflict of interest with respect to such authority or responsibilities that requires the continuing appointment of a temporary special fiduciary.

4.2.2. Regions Bank Final Discharge Petition. By no later than the date for submissions to the Special Master as provided in **Subsection 4.4.1** below, Regions Bank may file with the Court a Regions Bank Final Discharge Petition requesting that, after implementation and completion of the review and approval process

and procedures provided in this **Section 4**, the Court grant to Regions Bank: (a) the declaration requested by Regions Bank in its Petition for Instructions and Declaratory Relief that initiated the TAL Proceeding (“Regions’ Initiating Petition”) that Regions Bank’s seeking the appointment of a temporary, special fiduciary to address the conflict identified in Regions’ Initiating Petition (the “Conflict”) fulfilled Regions Bank’s obligation to address the Conflict in an appropriate and Court-approved manner, if not previously obtained; and (b) a full and final discharge from any and all further responsibility or obligation under the TAL Proceeding Orders in connection with any TAL Accounts, and from any and all further responsibility or obligation with respect to the TAL Proceeding in its entirety, other than any Regions Bank Winding Up Responsibilities expressly reserved, enumerated and directed by the Court with respect to Final Discharge Accounts. The TAL agrees to stand neutral on the prayers for relief stated in **Subsections 4.2.2 (a) & (b)** above, except that the TAL reserves the right to comment to the Court concerning any Regions Bank Winding Up Responsibilities.

4.3. **Special Master.** The Final Approval Petition shall request the Court to enter an order appointing a Special Master pursuant to Ala.R.Civ.P. 53 with the duties and authority provided below in this **Section 4** and elsewhere in this Settlement Agreement.

4.3.1. **Qualifications Of Special Master.** Unless these qualifications are waived or modified by the Parties in writing, the Special Master shall have: (a) previously served as a federal district court judge or federal magistrate judge in a district outside of Alabama; and (b) while serving as a federal district court judge or federal

magistrate judge, participated in the review and approval of class action settlements pursuant to Fed.R.Civ.P. 23(e) in class actions that included claims arising from federal securities laws.

4.3.2. Submission Of Candidates For Special Master. The TAL and RFC shall each submit to the Court, concomitant with the filing of the Final Approval Petition, the names and qualifications of at least two proposed candidates for appointment as Special Master who possess the qualifications provided in **Subsection 4.3.1** above and who have confirmed to the TAL or RFC, at least preliminarily, their willingness to serve as Special Master consistent with the terms of this Settlement Agreement. For each such Special Master candidate, the TAL and RFC shall also provide a description of the charges of such candidate for his or her service as Special Master.

4.3.3. Objections To Special Master Candidates. The TAL and RFC may each submit to the Court confidential written objections to the appointment of any Special Master candidate recommended by the the other Party within 15 days after the other Party's submission of such candidate to the Court.

4.3.4. Compensation Of Special Master. RFC shall pay all charges, costs, and expenses of the Special Master, and payment by RFC shall be made in accordance with the terms and requirements of the Court's order appointing the Special Master.

4.3.5. Appointment of Special Master. The appointment of the Special Master by the Court shall provide that the Special Master has the authority, responsibility, and standing to enforce the Settlement Agreement, and to ensure the

distribution of all Distribution Amounts to the Final Settlement Accounts, under supervision and direction of the Court. If the Special Master is or becomes unable or unwilling to accept or discharge the foregoing authority, responsibility, and standing, then such authority, responsibility, and standing shall be conferred by the Court on the GAL, and if the current GAL is or becomes unwilling or unable to accept or discharge such authority, responsibility, and standing, then the Court shall appoint another GAL for the purpose of exercising such authority, responsibility, and standing.

4.4. **Preliminary Approval.**

4.4.1. Initial Submissions To Special Master. Unless otherwise directed by the Special Master, within forty-five (45) days after the Special Master's appointment, the TAL shall submit to the Special Master:

- (a) a copy of this Settlement Agreement and Exhibits thereto;
- (b) a proposed Plan of Allocation;
- (c) a detailed explanation of the basis for the Plan of Allocation, together with supporting information and data;
- (d) a proposed form of the Notice to be sent pursuant to **Subsection 4.4.3** below; and
- (e) a proposed plan for dissemination of the Notice, *e.g.* by Certified Mail, First Class Mail, *etc.* ("Notice Dissemination Plan").

Regions Bank and the Regions Parties shall have 30 days to respond in writing to the TAL's submission under this **Subsection 4.4.1**.

4.4.2. Supplemental Submissions And Responses To Special Master. The TAL, the Regions Parties, and Regions Bank shall promptly submit to the Special Master such additional information, data, explanations, documents, briefing, and other materials as the Special Master may direct in connection with the Special Master's review of the Settlement Agreement, the Plan of Allocation, the Notice, and the Notice Dissemination Plan, or in connection with the Special Master's findings and recommendations concerning Preliminary Approval of the Settlement Agreement, the Plan of Allocation, the Notice, and the Notice Dissemination Plan. Any of the Parties, Regions Bank, or the GAL may submit responses or objections to submissions of other Parties in compliance with any time limits and other procedures established by the Special Master.

4.4.3. Requirements For Notice . In addition to any other provisions or requirements directed by the Special Master, the Notice to Notice Parties for each Settlement Account shall:

- (a) Be sent by the TAL in accordance with the Notice Dissemination Plan;
- (b) Summarize the TAL's appointment, authority, and responsibilities;

(c) Summarize the Released Claims and litigation related to the Released Claims;

(d) Summarize and explain in reasonable detail the terms of the Settlement Agreement and the consequences of the Settlement;

(e) Summarize and explain in reasonable detail the Plan of Allocation and the basis for the Plan of Allocation;

(f) Provide an estimate of the projected Distribution Amount for the Settlement Account;

(g) Disclose and explain the right of Parties With Standing, including the GAL, to object to this Settlement;

(h) Explain that receipt of a Notice does not necessarily indicate that the recipient has been identified as a Party With Standing, but rather that receipt of a Notice may indicate merely that the recipient is an “Other Potentially Interested Party” who is receiving the Notice at the TAL’s discretion solely as information;

(i) Notify the recipient that, if such recipient is not, or is no longer, a Party With Standing, then the recipient must so notify the TAL and Regions Bank, and should forward the Notice to any current Party With Standing who is known to the recipient;

(j) Disclose the Objection Date;

(k) Disclose the date, time, and location of the Special Master Fairness Hearing;

(l) Disclose the criteria for determining Parties With Standing and the rights that may be exercised only by Parties With Standing;

(m) Provide notice of the Final Discharge Petitions, summarizing the petitions and the relief sought in the petitions in reasonable detail and disclosing the right of Parties With Standing to object to either or both of the petitions by the Objection Date; and

(n) Include the substance of the text of the Conditions for Distribution Amounts as set out in **Subsection 2.3**, and state with respect to all Parties With Standing that either a failure to object to the Settlement, or the negotiation or other acceptance of a Distribution Amount, further confirms that the Party With Standing and the Party With Standing's Settlement Account are bound by the Settlement and by the TAL's authority to make the Settlement on behalf of the Settlement Account; and that the recipient of the Distribution Amount (including Regions Bank for Open Final Settlement Accounts) agrees to return the Distribution Amount if there is later a determination that the recipient was not entitled to receive the payment.

4.4.4. Notice to be Sent to Notice Parties. The Notice shall be sent to all Notice Parties, and may, at the TAL's election, be sent by the TAL to any or all Other Potentially Interested Parties.

4.4.5. Modifications Of Submissions To Special Master. The Special Master may suggest or request modifications of the proposed Plan of Allocation, the proposed Notice, or the proposed Notice Dissemination Plan in connection with the Special Master's findings and recommendations. The Special Master may also suggest or

request modifications to the Settlement Agreement (but not to the Settlement Amount). No such modifications of the Settlement Agreement shall be made without written acceptance by all Parties, which (except with respect to the Conditions for Distribution Amounts as set out in **Subsections 2.3 and 4.4.3(n)**) shall not be unreasonably withheld.

4.4.6. Special Master's Preliminary Approval Hearing. The Special Master shall direct a hearing, in person or telephonically, to provide an opportunity for the Special Master to direct questions to the Parties or their counsel or to the GAL or his counsel in connection with the Special Master's findings and recommendations concerning preliminary approval of the Settlement Agreement, the Plan of Allocation, the Notice, and the Notice Dissemination Plan.

4.4.7. Special Master's Findings And Recommendations Concerning Preliminary Approval. Following the submissions and proceedings provided in **Subsections 4.4.1 through 4.4.5** above, the Special Master shall submit to the Court and the Parties a written report stating the Special Master's findings and recommendations as to whether the Settlement, the Plan of Allocation, the Notice, and the Notice Dissemination Plan (including any modifications to any of these documents suggested by the Special Master and accepted in writing by all Parties) should be preliminarily approved by the Court as fair, reasonable, and adequate.

4.4.8. Preliminary Approval By The Court. After delivery of the Special Master's report to the Court, the Parties shall jointly petition the Court to enter a Preliminary Approval Order preliminarily approving the Settlement Agreement, the Plan

of Allocation, the Notice, and the Notice Dissemination Plan as fair, reasonable, and adequate and directing that the Notice shall be sent pursuant to **Subsection 4.4.4**.

4.4.9. Mailing Of Notice Upon Preliminary Approval. Within thirty (30) days after the Court enters a Preliminary Approval Order preliminarily approving the Settlement Agreement, the Plan of Allocation, the Notice, and the Notice Dissemination Plan, the TAL shall send the Notice to all Notice Parties identified by or to Regions Bank and provided by Regions Bank to the TAL, and may send the Notice to any and all Other Potentially Interested Parties, in accordance with the Notice Dissemination Plan.

4.5. **Special Master Fairness Hearing**. After entry by the Court of the Preliminary Approval Order, and at the time, location, and date specified in the Notice, the Special Master shall hold a hearing to consider, and receive argument on, any and all timely objections to the Settlement Agreement, the Plan of Allocation, or the sufficiency of the Notice submitted by Parties With Standing, and for the purpose of making final findings and recommendations to the Court concerning the fairness, reasonableness, and adequacy of the Settlement. If the status of any objector as a Party With Standing is disputed, then the Special Master shall make a finding and recommendation as to whether such objector is a Party With Standing, and include that finding and recommendation with the Special Master's Final Report And Recommendations submitted to the Court pursuant to **Subsection 4.6** below. The Special Master will also receive, but not consider, any timely objections to the TAL Final Discharge Petition or to the Regions Bank Final Discharge Petition.

4.6. **Special Master's Final Report And Recommendations.**

Following the Special Master Fairness Hearing, the Special Master shall submit to the Court and the Parties a final report setting out the Special Master's findings and recommendations concerning the fairness, reasonableness, and adequacy of the Settlement. The Special Master shall submit with his final report copies of all written objections and submissions timely received by the Special Master, including any and all timely objections and submissions that the Special Master has determined were submitted by persons or entities who are not Parties With Standing. At the time of the submission of the final report, the Special Master shall also separately forward to the Court any timely objections to the Final Discharge Petitions received by the Special Master.

4.7. **Court's Final Approval and Final Discharge Hearing.** Promptly after the Special Master's final report is submitted, the TAL, the Regions Parties and Regions Bank shall jointly petition the Court to enter an order setting a Final Approval and Final Discharge Hearing, to be held not less than forty-five (45) days after the order setting the hearing, to consider (a) whether the Court should enter a Final Approval Order approving the Settlement as fair, reasonable, and adequate and granting the TAL a final discharge and release from any and all authority, responsibility, and liability in connection with the Released Claims of the Final Settlement Accounts, other than authority to implement and enforce the terms of the Settlement as provided in **Subsection 6.1** and carry out the TAL Winding Up Responsibilities as provided in **Section 6** hereof and the TAL Final Discharge Order; (b) whether the Court should enter the TAL Final Discharge Order granting the relief requested in the TAL Final Discharge Petition,

including a final discharge and release of the TAL from any and all liability, and any and all further authority and responsibility, in connection with the Final Discharge Accounts and the TAL Proceeding in its entirety, other than authority to implement and enforce the terms of the Settlement as provided in **Subsection 6.1** and the responsibility to carry out any TAL Winding Up Responsibilities explicitly directed by the Court in the TAL Final Discharge Order and not transferred to Regions Bank upon a determination by the Court that Regions Bank no longer has an actual or potential conflict of interest with respect to such authority or responsibilities that requires the continuing appointment of a temporary special fiduciary; and (c) whether the Court should enter a Regions Bank Final Discharge Order granting the relief requested in the Regions Bank Final Discharge Petition, including a final discharge and release of Regions Bank from any and all responsibility and liability in connection with the TAL Proceeding with regard to the Final Discharge Accounts and any other TAL Account for which Regions Bank has not received a Final discharge and release from any and all responsibility and liability under the TAL Proceeding Orders and with regard to the TAL Proceeding in its entirety, other than the responsibility to carry out any Regions Bank Winding Up Responsibilities explicitly directed by the Court in the Regions Bank Final Discharge Order. Promptly after entry of such order setting the Final Approval and Final Discharge Hearing, the TAL shall mail a copy of the order and the Special Master's final report and recommendations to the GAL and to each person and entity who submitted a timely written objection in response to the Notice, and shall notify all such persons and entities of the date, time, and location of the Final Approval and Final Discharge Hearing.

Section 5. CONDITIONS OF SETTLEMENT. This Settlement Agreement is subject to the following conditions:

5.1. **Approval As Fair, Reasonable, And Adequate After Independent Review, Notice, And Opportunity to Object.** The Settlement Agreement is expressly conditioned upon review, notice, and approval pursuant to procedures in substantial conformity with those provided in **Subsections 4.2.1, 4.3, 4.4, 4.5, and 4.6**, including, but not limited to, appointment of the Special Master and the Notice to Notice Parties advising them of the right of Parties With Standing to object to the Settlement and the right of Parties With Standing to object to the Final Discharge Petitions. If the Court declines to enter orders (other than a Regions Bank Final Discharge Order) in substantial conformity with those provided for in **Subsections 4.2.1, 4.3, 4.4, 4.5, and 4.6**, or to approve conditions for Distribution Amounts in substantial conformity with **Subsection 2.3** and **Subsection 4.4.3(n)**, or to adopt and direct procedures for review, notice, and approval in substantial conformity to those provided for in **Section 4**, then either (i) the Regions Parties, Regions Bank, or the TAL may deliver notice of termination of this Settlement Agreement to all other Parties within ten (10) days after such action by the Court; or (ii) the Parties may agree to such modifications as deemed necessary or appropriate to obtain Court approval of the procedures for review, notice and approval of the Settlement.

5.2. **Preliminary Approval Order.** If the Court enters an order that denies entry of a Preliminary Approval Order for the Settlement, then either (i) the Regions Parties, Regions Bank, or the TAL may deliver notice of termination of this

Settlement Agreement to all other Parties within ten (10) days after entry of such order; or (ii) the Parties may agree to such modifications as deemed necessary or appropriate to obtain entry of a Preliminary Approval Order by the Court.

5.3. **Final Approval.** If the Court enters an order that denies entry of the Final Approval Order for the Settlement, then either (i) the Regions Parties, Regions Bank, or the TAL may deliver notice of termination of this the Settlement Agreement to all other Parties within ten (10) days after entry of such order; or (ii) the Parties may agree to such modifications as deemed necessary or appropriate to obtain entry of a Final Approval Order by the Court.

5.4. **Final Discharge Of TAL.** If the Court enters an order that denies entry of a TAL Final Discharge Order for the Final Discharge Accounts in substantial conformity with the terms and conditions of this Settlement Agreement, then either (i) Regions Bank, the Regions Parties, or the TAL may deliver notice of termination of this Settlement Agreement to all other Parties within ten (10) days after entry of such order; or, (ii) the Parties may agree to such modifications as deemed necessary or appropriate to obtain entry of the TAL Final Discharge Order.

5.5. **Settlement Of The ERISA Class Litigation.** The Settlement Amount is based upon Final court approval of the ERISA Class Settlement Agreement with respect to the claims of the Customer Plans Settlement Subclass for the gross aggregate amount of Two Million, Four Hundred Thousand Dollars (\$2,400,000). If the ERISA Class Settlement Agreement that provides for the payment of such amount is terminated or is rejected or disapproved by the court in the ERISA Class Litigation, then

the TAL may exercise an option for the Settlement Amount of this Settlement Agreement to be increased by **\$1,770,000**, subject to reduction only as explicitly provided in **Subsection 2.1**, in exchange for the ERISA Claims of the Final Settlement Accounts with ERISA Claims becoming included in the Released Claims under this Settlement Agreement, and if the TAL does not exercise this option, then the TAL, the Regions Parties, or Regions Bank may deliver notice of termination of this Settlement Agreement to the other Parties. In addition, if the ERISA Class Settlement Agreement is neither approved in an order that has become Final, nor terminated, as of the date that is two weeks prior to the day on which the Final Approval and Final Discharge Hearing has been set in connection with this Settlement, then the Final Approval and Final Discharge Hearing will be postponed until after an order approving the ERISA Class Settlement Agreement has become Final or the ERISA Class Settlement Agreement has been terminated, unless the Parties and Regions Bank mutually agree to proceed with the Final Approval and Final Discharge Hearing with respect to all Final Settlement Accounts that do not have ERISA Claims. If the Final Approval and Final Discharge Hearing is postponed, then all persons and entities who were notified of the hearing pursuant to **Subsection 4.7** above shall be notified of the postponement and shall receive not less than 30 days prior written notice of the date, time, and location of the hearing when it is reset by the Court. If the Final Approval and Final Discharge Hearing is not postponed, then the Parties and Regions Bank agree to seek a Final Approval and Final Discharge Hearing with respect to Final Settlement Accounts that do have ERISA Claims as soon as

possible after an order approving the ERISA Class Settlement Agreement has become Final or the ERISA Class Settlement Agreement has been terminated.

5.6. **Accuracy Of Pre-Litigation Settlement Amounts.** The Settlement Amount is based upon pre-litigation settlement payments having been made to certain Settlement Accounts in the aggregate and collective amount of \$1,512,090 as shown and itemized on the “Listing Of De Facto Opt Out Accounts And Pre-Litigation Settlements As Of 1/29/13” delivered by Regions Bank to the TAL on or about January 29, 2013 (“Such Payments”). If the amount of Such Payments is determined to be less than \$1,512,090, then the Settlement Amount will be increased to reflect any difference between the actual pre-litigation settlement payments and \$1,512,090.

5.7. **Award of Attorneys’ Fees To Non-TAL Counsel.** If the Court, or any other court, enters an order requiring any of the Regions Parties or Regions Bank to pay attorneys’ fees based on this Settlement to any counsel other than counsel directly engaged by the TAL or the GAL pursuant to the TAL Proceeding Orders, then the Regions Parties or Regions Bank may deliver notice of termination of this Settlement Agreement to the TAL within ten (10) days after such order becomes Final. All Parties (including Regions Bank) agree that no valid basis exists for any such award of fees based on this Settlement to any counsel other than counsel directly engaged by the TAL or the GAL pursuant to the TAL Proceeding Orders, and all Parties (including Regions Bank) agree to actively oppose any efforts to obtain an award of fees that would fall within the scope of this condition. The right of the Regions Parties and Regions Bank to

deliver notice of termination of the Settlement Agreement based on this condition shall end, however, at the time the Final Approval Order becomes Final.

5.8 **Orders Of The Court In The TAL Proceeding**. This Settlement Agreement is made subject to, and shall be interpreted, construed, and enforced consistent with all TAL Proceeding Orders.

5.9 **Preservation Of Status Quo**

Should the conditions in **Subsection 5.9.2.2** below be satisfied, then and only then the following provisions of this **Section 5.9** shall be applicable.

5.9.1 **This Section Survives Termination**

Notwithstanding any other term or provision of this Settlement Agreement, this **Subsection 5.9** shall survive any termination of this Settlement Agreement. Unless otherwise explicitly stated, all capitalized terms in this **Subsection 5.9** that are defined elsewhere in this Settlement Agreement shall continue after termination of this Settlement Agreement to have the same meanings for the purpose of implementing this **Subsection 5.9**. All other Sections of this Settlement Agreement that are referenced in this **Subsection 5.9** shall be deemed to be incorporated by reference into this **Subsection 5.9** and shall survive termination of this Settlement Agreement for the purpose of implementing this **Subsection 5.9**.

5.9.2 **The Status Quo Amount**

5.9.2.1 The Parties acknowledge that when the Parties agreed upon the Settlement Amount and reached their agreement in principle (the “Mediation Agreement”) that resulted in this Settlement Agreement, the Settlement Accounts were included within the

definitions of the putative class or classes in the OEF Class Securities Litigation. The Regions Parties represent that a proposed settlement of the OEF Class Securities Litigation was subsequently reached (the “Proposed OEF Class Securities Settlement”), but remains subject to approval by the court presiding over the OEF Class Securities Litigation (the “MDL Court”) pursuant to Fed. R. Civ. P. 23.

Because the Parties to this Settlement Agreement had agreed on the Settlement Amount and reached their Mediation Agreement that resulted in this Settlement Agreement before the terms of the Proposed OEF Class Securities Settlement were negotiated, the Regions Parties represent that the amount of the Proposed OEF Class Securities Settlement was based upon an exclusion of the Settlement Accounts, and an exclusion of the Settlement Accounts’ alleged Open-End Funds losses and damages, from the Proposed OEF Class Securities Settlement and from its proposed settlement class.

The Regions Parties further represent that contemporaneously with the negotiation of the Proposed OEF Class Securities Settlement, a proposed settlement of the OEF Derivative Litigation was also reached (the “Proposed OEF Derivative Settlement”). The Proposed OEF Derivative Settlement is subject to approval by the MDL Court pursuant to Fed.R.Civ.P 23.1. The TAL confirms and affirms that the Settlement Accounts have not agreed to release, waive, abandon, or relinquish their Liquidating Shareholder Interests in the Open-End Funds and asserts that, in connection with distributions or dividends resulting from the Proposed OEF Derivative Settlement, the Settlement Accounts holding Liquidating Shareholder Interests are entitled to the same treatment as

any other liquidating shareholder of the Open-End Funds, including members of the settlement class in the Proposed OEF Class Securities Settlement.

As used in this **Subsection 5.9**, the term “Eventual OEF Class Securities Settlement” includes: (i) any modifications to the Proposed OEF Class Securities Settlement made prior to an order (or orders) by the MDL Court approving a settlement of the OEF Class Securities Litigation becoming Final; or (ii) any subsequent settlement of the OEF Class Securities Litigation that is approved by an order by the MDL Court that has become Final.

The Parties acknowledge that the Court in the TAL Proceeding may not have determined whether it will enter the Final Approval Order provided for in this Settlement Agreement, or the Final Approval Order may not have become Final, or payment of the Settlement Amount to the Final Settlement Accounts may not have occurred, until after filings or orders in the MDL Court concerning the Proposed OEF Class Securities Settlement or any Eventual OEF Class Settlement have been made or entered that could effectively preclude restoring the Settlement Accounts to the same positions as putative class members in the OEF Class Securities Litigation, or as liquidating shareholders of the Open End Funds in the OEF Derivative Litigation, that the Settlement Accounts occupied prior to the Mediation Agreement, this Settlement Agreement, the Proposed OEF Class Securities Settlement, and the Proposed OEF Class Derivative Settlement.

5.9.2.2 If developments in connection with approval or implementation of the Proposed OEF Class Securities Settlement, the Proposed OEF Derivative Settlement, or any Eventual OEF Class Securities Settlement would preclude restoring the Settlement

Accounts, without prejudice, to the same positions they held as putative class members in the OEF Class Securities Litigation before the Mediation Agreement, and: (a) this Settlement Agreement is validly terminated in compliance with **Subsection 5.9.11**; (b) the Court enters an order confirming that the Court will not enter the Final Approval Order; or (c) the Final Approval Order does not become Final, then in exchange for the TAL's release of the Released Claims, the Regions Parties shall pay, for the benefit of the Final Settlement Accounts, collectively, the "Status Quo Amount" as defined in, and as determined pursuant to, this **Subsection 5.9**.

5.9.2.3 The Status Quo Amount is the amount that would, as nearly as practicable, result in the same payment to the Final Settlement Accounts (considered collectively) as they would have received if the Mediation Agreement and this Settlement Agreement had not been entered into. In no event, however, shall the Status Quo Amount exceed the Final Settlement Amount as it would have been calculated after the adjustments provided in **Subsection 2.1** (the "Status Quo Cap"). In determining the Status Quo Amount, the following shall be considered:

a. Subject to the Status Quo Cap, the Status Quo Amount shall be not less than a percentage of the Final Settlement Accounts' OEF investment losses that equals the percentage of OEF investment losses paid to those members of the certified settlement class in any Eventual OEF Class Securities Settlement who actually file valid and approved claims (the "Floor Amount"). The Floor Amount will be calculated as follows: (1) dividing a numerator equal to the total settlement amount of the Eventual OEF Class Securities Settlement that remains available for distribution after any actual reduction for

Class Counsel attorneys fees and expenses that the MDL Court approves and orders to be subtracted from the settlement amount by (2) a denominator equal to the total of the Recognized Losses (as defined in the MDL Court-approved Plan of Allocation) that are included in the valid, approved claims actually filed by members of the certified settlement class in any Eventual OEF Class Securities Settlement, and then (3) multiplying the resulting percentage times the Recognized Losses (as defined in and calculated pursuant to the MDL Court-approved Plan of Allocation) of the Final Settlement Accounts collectively. The Regions Parties shall obtain from the Settlement Administrator and Class Counsel in any Eventual OEF Class Securities Settlement, and shall provide to the TAL, all information and documentation required to make the calculations described above.

b. The Floor Amount may be increased for reasonably estimated additional amounts (as compared to recoveries as settlement class members calculated as provided in **Subsection 5.9.2.3(a)** above), if any, that potentially would have been paid by the Regions Parties or Regions Bank for the benefit of any Final Settlement Accounts in connection with the TAL's decisions and elections to opt any individual Final Settlement Accounts out of the settlement class in any Eventual OEF Class Securities Settlement to pursue individual litigation ("Opt-Out Elections And Litigation"). In estimating these potential additional amounts, if any, Regions Bank's obligations under the TAL Proceeding Orders to pay the reasonable fees and expenses of the TAL and his counsel to evaluate and pursue such Opt-Out Elections And Litigation may be considered. The Regions Parties and Regions Bank may contend that they would pay no additional

amounts, over and above the Floor Amount, to settle Opt-Out Elections And Litigation or as a result of any adverse judgments in connection with Opt-Out Elections And Litigation. Any determination of additional amounts to be added to the Floor Amount on account of potential Opt-Out Elections And Litigation shall be reasonably supported by facts and analysis, and shall not be mere conjecture.

c. The Floor Amount shall be increased for the period and rate of interest that accrues for the benefit of settlement class members on the settlement amount of any Eventual OEF Class Securities Settlement.

d. If Final Settlement Accounts with Liquidating Shareholder Interests are precluded from receiving distributions from the OEF Derivative Settlement, then the Floor Amount shall be increased by the amounts that those Final Settlement Accounts would otherwise have received from the OEF Derivative Settlement as liquidating shareholders of the Open-End Funds.

5.9.3 Determination Of The Status Quo Amount

The Parties agree to submit the quantification of the Status Quo Amount to a final determination by Professor Eric Green pursuant to such procedures, and based on such submissions and evidence, as Professor Green may prescribe or allow (the “Status Quo Amount Determination”). The Parties agree to provide such information and documents relevant to determination of the Status Quo Amount as Professor Green may direct or allow, including exchanges of information, documents, and submissions if and as directed or allowed by Professor Green. The Parties agree that any of the Parties may seek, and the Court may enter: (A) compulsory orders to third parties (*e.g.*, subpoenas) for

documents or other evidence needed to facilitate the presentation of submissions or evidence prescribed or allowed by Professor Green; and (B) protective orders and orders for *in camera* review if necessary to preserve the attorney-client privilege, work-product protections, or mediation confidentiality agreements for documents or other evidence needed to facilitate the presentation of submissions or evidence prescribed or allowed by Professor Green. If Professor Green is unable or unwilling to commence the Status Quo Amount Determination within 30 days after any of the events described in **Subsections 5.9.2.2 (a), (b), or (c)** have occurred, or is unable or unwilling to undertake to complete the Status Quo Amount Determination within 45 days after commencement, then the Parties shall endeavor to mutually agree upon another qualified individual to carry out the Status Quo Amount Determination (as provided above) in substitution for Professor Green. If the Parties are unable to mutually agree upon a substitute for Professor Green within 21 days after any Party initiates negotiations concerning a substitute, then within 10 days after the end of such 21-day period, the Parties shall submit to Professor Green a written request that he select a qualified and disinterested individual to carry out the Status Quo Amount Determination. If Professor Green does not, within 30 days after such request, select such an individual to carry out the Status Quo Amount Determination, or if the individual selected by Professor Green is unable or unwilling to commence the Status Quo Amount Determination within 30 days after his or her selection or is unable or unwilling to undertake to complete the Status Quo Amount Determination within 45 days after commencement, then the TAL and the Regions Parties (collectively) shall each submit one recommended substitute to the Court for

selection by the Court. Unless the following qualifications are waived in writing by the Parties, any recommended substitute must: (1) reside outside of Alabama; (2) have at least 20 years' experience, separately or in combination, practicing law or serving as a judge; and (3) as a practicing lawyer or as a judge, have had substantial direct participation in class action litigation involving alleged violations of federal securities laws.

The TAL shall require his counsel to separately invoice any attorneys' fees incurred for the Status Quo Amount Determination, and Regions Bank shall not be required to pay any portion of such fees that exceeds the greater of: (a) \$ 15,000; or (b) the fees of all counsel for the Regions Parties and Regions Bank (collectively), plus all fees of any specially retained attorney expert for providing attorney expert opinion evidence, assistance, or analysis, incurred in the Status Quo Amount Determination. In order to implement this limitation, the Regions Parties and Regions Bank shall require their counsel to separately invoice all fees incurred for the Status Quo Amount Determination. The foregoing limitations on Regions Bank's obligations to pay the fees of the TAL's counsel for the Status Quo Amount Determination do not apply to or limit Regions Bank's obligation to pay the reasonable expenses incurred by the TAL or his counsel for the Status Quo Amount Determination, including, but not necessarily limited to, reasonable charges by BKD, LLP to perform calculations or provide other services requested by the TAL or the TAL's counsel in connection with the Status Quo Amount Determination. The foregoing fee limitations do, however, apply to fees charged by any

pecially retained attorney expert for providing attorney expert opinion evidence, assistance, or analysis in the Status Quo Amount Determination.

5.9.4 Adjustment Of The Status Quo Amount

The Status Quo Amount shall be subject to adjustment only as provided in **Subsection 2.1** of this Settlement Agreement, but subject to the absolute cap of the Final Settlement Amount as it would have been calculated after the adjustments provided in **Subsection 2.1**.

5.9.5 Allocation Of The Status Quo Amount

Allocation of the Status Quo Amount among the Final Settlement Accounts shall be made pursuant to such procedures and on such basis as the Court shall determine.

5.9.6 Payment Of The Status Quo Amount

The Regions Parties shall pay the Status Quo Amount to the Settlement Administrator for the sole benefit of the Final Settlement Accounts within thirty (30) days after the Parties have received a final written determination of the Status Quo Amount through the Status Quo Amount Determination. No part of the Status Quo Amount shall ever revert to the Regions Parties or Regions Bank or ever be distributed to any Person, or for any purpose, other than for the sole benefit of the Final Settlement Accounts.

5.9.7 Release By The TAL

In exchange for the Regions Parties' irrevocable payment of the Status Quo Amount for the sole benefit of the Final Settlement Accounts, the TAL releases all Released Parties from all Released Claims on behalf of the Final Settlement Accounts,

separately and severally. This release becomes effective contemporaneously with the Regions Parties' irrevocable payment of the Status Quo Amount to the Settlement Administrator for the sole benefit of the Final Settlement Accounts.

5.9.8 TAL's Discharge Petition.

The TAL agrees that upon payment of the Status Quo Amount to the Settlement Administrator as provided in **Subsection 5.9.6** above, the TAL shall petition the Court in the TAL Proceeding for a final discharge and release of the TAL from any and all liabilities, and from any further responsibilities, in connection with the Final Settlement Accounts, subject to any winding up responsibilities determined by the Court. The TAL's petition shall assert the TAL's entitlement to such a discharge and release.

5.9.9 Distribution Of The Status Quo Amount

Distribution of the Status Quo Amount to the Final Settlement Accounts and Account Successors of Final Settlement Accounts shall be as provided in **Subsection 2.2** of this Settlement Agreement. Payment of the Distribution Amount allocated to any Final Settlement Account or its Account Successor(s) shall be conditioned as provided in **Subsection 2.3** of this Settlement Agreement. The Status Quo Amount shall not be distributed to the Final Settlement Accounts until after the Court has entered a discharge order on the TAL's discharge petition filed as provided in **Subsection 5.9.8.** above that fully and finally discharges the TAL from the TAL Proceeding (subject to any winding up authority and responsibilities specifically set out in the discharge order), and such discharge order has become Final.

5.9.10 Termination Or Rejection Of The OEF Class Securities Settlement

If the Proposed OEF Class Securities Settlement and proposed OEF Derivative Settlement are terminated or disapproved by the MDL Court (whether before or after appellate review), and the Settlement Accounts can be restored, without prejudice, to the same positions in the OEF Class Securities Litigation and OEF Derivative Litigation that they occupied prior to the Proposed OEF Class Securities Settlement for the remaining period required for the Court approval and discharge process provided in this Settlement Agreement to be completed, *i.e.*, the actual status quo can be maintained, then the Status Quo Amount provisions in this **Subsection 5.9** shall not be invoked.

5.9.11 Court Approval Of Termination Required

If any Party (including Regions Bank) delivers a notice of termination of this Settlement Agreement, then all Parties (including Regions Bank) must diligently and in good faith attempt to identify and agree upon alternative measures (including, but not limited to, modifications of the Settlement Agreement and petitions to the Court for orders or instructions) that will obviate the grounds for such notice of termination in a manner that still effectively provides the consideration that the Party (including Regions Bank) who delivers such notice of termination reasonably expected to receive in exchange for entering into the Settlement Agreement. No Party (including Regions Bank) may unreasonably refuse agreement to alternative measures that satisfy the foregoing standard. A notice of termination of this Settlement Agreement cannot become effective until after the Court enters an order confirming, after a hearing on the issue, that the

Parties (including Regions Bank) have complied with this **Subsection 5.9.11** and such order has become Final.

Section 6. TAL’S REMAINING AUTHORITY AND RESPONSIBILITY AFTER THE FINAL APPROVAL ORDER AND TAL FINAL DISCHARGE ORDER BECOME FINAL. The TAL Final Discharge Petition to be filed by the TAL pursuant to this Settlement Agreement must conform substantially to, and the scope of the discharge sought must meet or exceed the provisions of, **Subsection 4.2.1** hereof.

6.1. **Enforcement Of The Settlement.** The TAL will be authorized to take any actions reasonably necessary to ensure enforcement of, and compliance with, the terms of the Settlement and the Final Approval Order up to and including the Distribution Date, at which point the claims of the Final Discharge Accounts will have been liquidated and the TAL’s authority to enforce the Settlement and obligations of the Final Approval Order shall be concluded, except for any TAL Winding Up Responsibilities that are expressly reserved, enumerated, and directed by the Court in the TAL Final Discharge Order and not transferred by the Court to Regions Bank. After the Distribution Date, the Special Master (or such other person who may be appointed by the Court pursuant to **Subsection 4.3.5**) will have the standing and authority to take any actions reasonably necessary to ensure enforcement of, and compliance with, the terms of the Settlement and the Final Approval Order.

6.2. **Communications With Others.** Prior to the TAL Final Discharge Order becoming Final, the TAL will be authorized to engage in any necessary and appropriate communications with Notice Parties, Other Potentially Interested Parties, the

Regions Parties, or Regions Bank (and any persons representing the interests of any of the foregoing), and to respond reasonably to inquiries from the Court; the Parties hereto; counsel, the Settlement Administrators, the Claims Administrators, or the court in the CEF Class Action, the OEF Class Action or the ERISA Class Action; or the Claims Administrator or Settlement Administrator for the States' Fund or the SEC Fair Fund, concerning any of the Settlement Accounts or TAL Remaining Accounts, concerning the TAL Proceeding, or concerning any actions of the TAL in connection with the TAL Proceeding Orders. After the TAL Final Discharge Order becomes Final, the TAL's authority shall be terminated except as expressly provided in this **Section 6** and any TAL Winding Up Responsibilities set out in the TAL Final Discharge Order, and Regions Bank shall not be required to pay for fees and expenses incurred by the TAL related to further communications by the TAL with any person or entity unless the Court determines that such fees and expenses were necessarily and reasonably incurred by the TAL for such further reasonable actions or services as were necessary, if any. The TAL acknowledges that Regions Bank may petition the Court or any other court having jurisdiction over any TAL Account at issue for the taxing to the TAL Account at issue or any of its Account Successors of any such future costs and fees that the Court requires to be paid by Regions Bank to the TAL for actions or services after the date on which the TAL Final Discharge Order becomes Final.

6.3. **Responsive Actions.** The TAL will be authorized: (i) to respond reasonably (as determined by the Court) to any claims or challenges to the TAL's authority; and (ii) to respond reasonably (as determined by the Court) to any claims

against or about the TAL arising from actual or alleged actions or omissions of the TAL in connection with the TAL Proceeding Orders, this Settlement, or any of the matters described above. The TAL will cooperate reasonably with any efforts by Regions Bank to obtain an order taxing as costs against the party or parties asserting such claims any fees or expenses paid by Regions Bank to the TAL in connection with responding to such claims.

6.4. **Dismissal Of Litigation** When the Final Approval Order and the TAL Final Discharge Order become Final, the TAL shall take such actions as are necessary to secure the dismissal of any and all Released Claims of Final Settlement Accounts released in this Settlement Agreement that are included in any pending litigation.

6.5. **Reversion And Transfer Of Authority And Responsibility To Regions Bank.** Any remaining authority and responsibilities of the TAL under the TAL Proceeding Orders, if any, that are not included in the TAL Winding Up Responsibilities shall revert, or be transferred, to Regions Bank, as shall be expressly specified by the Court.

Section 7. REGIONS BANK'S REMAINING AUTHORITY AND RESPONSIBILITY AFTER THE FINAL APPROVAL ORDER BECOMES FINAL. The Regions Bank Final Discharge Petition that may be filed by Regions Bank pursuant to this Settlement Agreement may request, and the Regions Bank Final Discharge Order may provide, that upon the Final Approval Order becoming Final, the TAL Final Discharge Order becoming Final, and the Regions Bank Final Discharge

Order becoming Final, Regions Bank shall stand fully and finally discharged from all further responsibility for the Final Discharge Accounts pursuant to the TAL Proceeding Orders, and from the TAL Proceeding in its entirety, except for any Regions Bank Winding Up Responsibilities, as finally approved and instructed by the Court in the Regions Bank Final Discharge Order.

Section 8. COOPERATION CONCERNING IMPLEMENTATION. The Parties (including Regions Bank) agree to cooperate in good faith to accomplish implementation of this Settlement Agreement. Without limiting the generality of the preceding sentence, the Parties (including Regions Bank) agree as follows:

8.1. **Extension Of Tolling Agreements.** The Parties (including Regions Bank) agree that this Settlement Agreement renews and extends each of Tolling Agreements, and the Tolling Periods stated therein, on an ongoing basis through the earlier of: (i) the date on which the Final Approval Order and the TAL Final Discharge Order become Final; or (ii) thirty (30) days after the date on which this Settlement Agreement is properly and effectively terminated pursuant to its terms (including **Subsection 5.9.11**). Notwithstanding any contrary terms in the Tolling Agreements, the Tolling Agreements may be terminated only if, as, and when provided above in this **Subsection 8.1**.

8.2. **Status Quo In RIM Contract Litigation.** Until the earlier of: (i) the date on which the Final Approval Order and the TAL Final Discharge Order become Final; or (ii) thirty (30) days after the date on which this Settlement Agreement is properly and effectively terminated pursuant to its terms, the Parties shall take no action

in the RIM Contract Litigation except to the extent required to avoid dismissal or default. In the event any such action becomes necessary, the TAL and RIM agree to file a joint motion to stay the RIM Contract Litigation until the earlier of the dates provided in **Subsection 8.2 (i) and (ii)** above.

8.3. **Mediation Of Disputes.** The Parties agree to submit any disputes concerning the interpretation, construction, operation, effect, or enforcement of this Settlement Agreement to non-binding mediation by Professor Eric Green, or if Professor Green is not available within the timeframe dictated by the circumstances, another mediator acceptable to all Parties. This agreement to mediate disputes shall not, however, preclude any Party from taking any action permitted by this Settlement Agreement if deferring such action pending mediation could reasonably be expected to result in a substantial risk of prejudice to such Party.

8.4. **Enforcement By The Court.** The Parties agree that the Court shall be the exclusive venue, forum, and jurisdiction for adjudication of any disputes concerning the interpretation, construction, operation, effect, or enforcement of this Settlement Agreement. RFC and RIM irrevocably submit to the jurisdiction of the Court for the sole purpose of its enforcement of this Settlement Agreement and agree to become joined as parties to the TAL Proceeding only to the extent necessary for enforcement by the Court of this Settlement Agreement.

8.5. **Confidentiality.** The Parties (including Regions Bank) and their counsel agree that any and all communications between the Parties made as part of the Parties' mediation or as part of the Parties' negotiations of the terms of this Settlement

Agreement (collectively referred to herein as “Mediation Confidential Information”) shall be kept strictly confidential and shall not be disclosed to any other person or entity, unless and only to the extent: (1) the disclosure is required or directed by court order, by law, or pursuant to **Subsection 4.4.2** above; (2) the disclosure is necessary: (a) to obtain approval of, implement, enforce, or defend this Settlement Agreement, or (b) to obtain the TAL Final Discharge Order or to defend the TAL against any claim that the TAL improperly or inadequately discharged his responsibilities or authority under the TAL Proceeding Orders; (3) the disclosure is necessary to obtain tax or legal advice; or (4) the disclosure is necessary to respond to an inquiry initiated by the Securities and Exchange Commission, the Financial Industry Regulatory Authority, or any other government agency or self-regulatory organization or State securities regulatory agency having jurisdiction over this matter. The Parties and their counsel further agree that the Settlement Amount and the Settlement Agreement (“Confidential Information”) shall be kept strictly confidential and shall not be disclosed to any person prior to the earlier of (i) the filing of the Final Approval Petition or (ii) the filing or other publication of a proposed settlement of the OEF Class Securities Litigation, unless and to the extent permitted by (1) through (4) above; except that the Settlement Agreement may be disclosed to potential candidates for appointment as Special Master so long as such persons agree to be bound by this provision. Subject to the foregoing, the Parties and their counsel expressly agree that they will not knowingly disclose Confidential Information to any person affiliated with any media, news, television, radio, broadcast, telecommunications, reporting or publishing entity or organization, or any other person,

organization or entity that disseminates news to the general public (the “Media”), unless the Parties (including Regions Bank) agree that such Media person or entity is entitled to receive such Confidential Information pursuant to the terms of this Settlement Agreement. Mediation Confidential Information may not be disclosed to the Media under any circumstances, and shall only be disclosed as provided in (1) through (4) above. After the earlier of (i) the filing of the Final Approval Petition or (ii) the filing or other publication of a proposed settlement of the OEF Class Securities Litigation, the foregoing restrictions do not preclude posting the Settlement Agreement, as executed, or summarizing information (but no Mediation Confidential Information) about the Settlement Agreement, as executed, on the TAL’s website. The Parties agree that **Exhibit 1** and **Exhibit 3** will not be posted on the TAL’s website or otherwise made publicly available unless the Exhibits are redacted to include reference only to Standard Account Numbers (SANs). To the extent **Exhibit 1** or **Exhibit 3**, or the information contained therein, is submitted to the Court or Special Master, the Parties agree to request that such submission be under seal. The Parties (including Regions Bank) and their respective counsel agree that, in the event of a material breach of this Confidentiality provision, any other Parties (including Regions Bank) shall have the right to seek any and all relief against anyone who has breached this provision.

8.6. **Authority of Parties.** The Regions Parties and Regions Bank (as Regions Bank may be further instructed and ordered by the Court) represent and warrant that they are duly authorized to execute this Settlement Agreement. The TAL agrees that in executing this Settlement Agreement, he is exercising his full and complete RMK

Funds Claim Authority as Trustee *Ad Litem* under the TAL Proceeding Orders, and that by executing this Settlement Agreement, he binds the Settlement Accounts, separately and severally, to the fullest extent that he is authorized to do so by the TAL Proceeding Orders, including, but not limited to, the Legacy Accounts Order and the Supplement To RDR Order. All Parties agree that they will not hereafter challenge, or assist or facilitate any challenge to the capacity or authority of any party to make this Settlement Agreement, or assert for any reason that this Settlement Agreement is not effective and binding.

8.7. **Choice Of Law.** This Settlement Agreement shall be construed under the laws of the State of Alabama, without recourse to any conflict of laws provisions.

SIGNATURES BEGIN ON FOLLOWING PAGE



C. FRED DANIELS, in his capacity as Trustee Ad Litem
for each of the Settlement Accounts

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that C. Fred Daniels, whose name as Trustee ad Litem for each of the Settlement Accounts is signed to the foregoing Settlement Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the above and foregoing instrument, he understood and executed the same voluntarily, in said capacity, on the day the same bears date.

Given under my hand and official seal of office this 31st day of October, 2014.

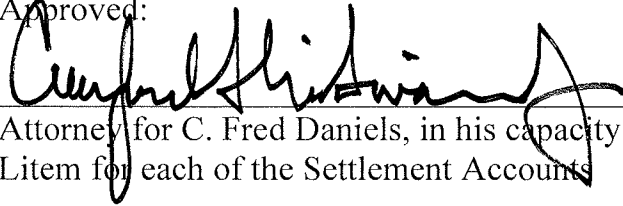


Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 23, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

Approved:



Attorney for C. Fred Daniels, in his capacity as Trustee Ad
Litem for each of the Settlement Accounts

REGIONS FINANCIAL CORPORATION

By: Jeffrey A. Lee

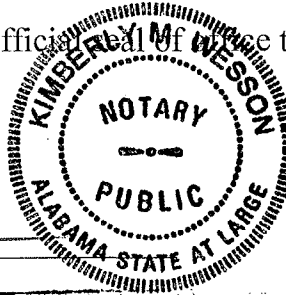
Its: Executive Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeffrey A. Lee, whose name as Executive Vice President of Regions Financial Corporation is signed to the foregoing Settlement Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the above and foregoing instrument, he/she, as such officer and with full authority, understood and executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 31 day of October, 2014.

Kimberly M. Wesson
Notary Public



My commission expires: 11/17/2018

My Commission Expires: _____

Approved: [Signature]
Attorney for Regions Financial Corporation

REGIONS INVESTMENT MANAGEMENT, INC.

By: Jeffrey A Lee

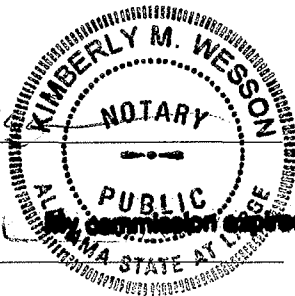
Its: Executive Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeffrey A Lee, whose name as Executive Vice President of Regions Investment Management, Inc. is signed to the foregoing Settlement Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the above and foregoing instrument, he/she, as such officer and with full authority, understood and executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 31 day of October, 2014.

Kimberly M. Wesson
Notary Public



My Commission Expires: _____

Approved:

[Signature]
Attorney for Regions Investment Management, Inc.

REGIONS BANK, in the capacities designated in the foregoing Settlement Agreement, to evidence and confirm the specified consents, agreements and acknowledgements set forth in this Settlement Agreement, and, to the extent directed by the Court, in its fiduciary capacity as a Releasor.

By: Jeffrey Lee

Its: Executive Vice President

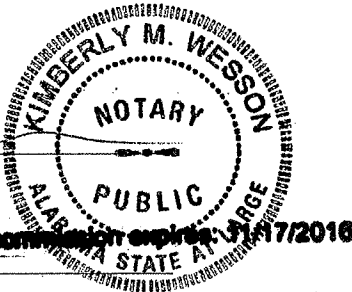
STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Jeffrey Lee, whose name as Executive Vice President of Regions Bank is signed to the foregoing Settlement Agreement, and who is known to me, acknowledged before me on this day that being informed of the contents of the above and foregoing instrument, he/she, as such officer and with full authority, understood and executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal of office this 31 day of October, 2014.

Kimberly M. Wesson
Notary Public

My Commission Expires: 11/17/2016



Approved: [Signature]
Attorney for Regions Bank