IN THE PROBATE COURT OF JEFFERSON COUNTY, ALABAMA
(IN EQUITY)

IN RE REGIONS BANK, d/b/a	)	
	)	**CASE NO.: 200853**
REGIONS MORGAN KEEGAN TRUST	)	

TAL FINAL DISCHARGE ORDER

Before the Court are the following two petitions filed by C. Fred Daniels in his capacity as this Court's Trustee *Ad Litem* ("TAL"):

The TAL's Final Discharge Petition ("Original TAL Final Discharge Petition") filed on June 30, 2015, in conjunction with the Settlement Agreement submitted to the Court with the Joint Final Approval Petition filed on January 16, 2015 ("Settlement Agreement").[1] The Original TAL Final Discharge Petition seeks a final discharge and release of the TAL as to all TAL Accounts identified in Exhibit 1 to that Settlement Agreement (the "Settlement Accounts"), which represent all TAL Accounts[2] that invested in Open-End Funds (either exclusively or in addition to investments in Closed-End Funds). As confirmed in prior Orders, including the Final Approval Order entered on July 27, 2016, three Settlement Accounts identified on Exhibit 1 to the Settlement Agreement have become Removed Settlement Accounts, and the remaining Settlement Accounts are referred to as "Final Settlement Accounts."

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[1] Unless separately defined in this Order, all capitalized terms in this Order have the same meanings as are provided for such terms in the Original TAL Final Discharge Petition or the Settlement Agreement. In the event of any conflict or discrepancy in the use of a defined term, the definitions in the Settlement Agreement shall control.

[2] The Court has through prior orders clarified its original order appointing the TAL by more precisely defining and identifying the specific trusts and other fiduciary accounts that the TAL has been appointed by the Court to represent (the "TAL Accounts"). Those prior orders include, among others, the following: the "Decree Instructing, Declaring And Confirming Requirements For Representation By The Trustee *Ad Litem*;" the "Decree On Regions Bank's Petition For Instructions Regarding Certain TAL Proceeding Responsibilities And For Confirmation Of Removed Settlement Account Order;" the "Final Order Releasing And Discharging Trustee *Ad Litem* As To Non-Investment Dependent In-House Plans;" and the "Order Approving Form Of Discharge Order To Be Mailed To Interested Parties Of Misidentified Accounts."

The TAL's "CEF-Only Account" Supplement To TAL Final Discharge Petition ("TAL CEF-Only Discharge Supplement") filed on June 3, 2016, which supplements and amends the Original TAL Final Discharge Petition by also seeking a final discharge and release of the TAL as to 84 TAL Accounts that were not Settlement Accounts covered by the Settlement Agreement because they invested only in Closed-End Funds (the "CEF-Only Accounts"), and for that reason were not included in the Original TAL Final Discharge Petition. As set forth in the TAL CEF-Only Discharge Supplement, the TAL obtained recoveries for the CEF-Only Accounts through other settlements. A list of the CEF-Only Accounts is attached as Exhibit A to the TAL CEF-Only Discharge Supplement. Together, the Final Settlement Accounts and the CEF-Only Accounts comprise all TAL Accounts remaining within the scope of the TAL's appointment, and these Accounts are referred to in this Order (and in the Settlement Agreement) as the "Final Discharge Accounts."

The Original TAL Final Discharge Petition and the TAL CEF-Only Discharge Supplement (together, the "TAL Final Discharge Petitions") set out in detail the actions the TAL has taken over the course of his appointment and the results obtained on behalf of the TAL Accounts he was appointed to represent. The TAL reported to the Court in the TAL Final Discharge Petitions that he has discharged, fulfilled, and exhausted his RMK Funds Claim Authority, having recovered or facilitated the recovery of over Fifty Million Dollars ($50,000,000.00)[3] for over 5,000 TAL Accounts, including the Settlement that this Court approved with the Court's July 27, 2016, Final Approval Order. An Affidavit filed by the TAL verifies that the information reported in the TAL Final Discharge Petitions is true and correct in

[3] A portion of this amount was recovered for Accounts that the Court later removed from the scope of the TAL's appointment.

all material respects to the best of his personal knowledge, information, and belief, and that the TAL has discharged, fulfilled, and exhausted the RMK Funds Claim Authority conferred upon him by the Court.

In the TAL Final Discharge Petitions, the TAL states affirmatively that he 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 this Court's orders in this proceeding in connection with the Final Discharge Accounts, other than any winding up responsibilities that are expressly reserved, enumerated, and directed by this Court.

This Court's November 9, 2015, Preliminary Approval Order and June 6, 2016, Order Setting Final Approval And Final Discharge Hearing included specific directives to Regions Bank and the TAL for providing Notice to Notice Parties for the Final Discharge Accounts of the TAL Final Discharge Petitions and the right of Parties With Standing to object to the TAL Final Discharge Petitions. Evidentiary submissions by the TAL and Regions Bank establish, and the Court finds, that the TAL and Regions Bank have fully and effectively complied with all such directives. No objections to the TAL Final Discharge Petitions were received.

WHEREFORE, having considered the TAL Final Discharge Petitions, the TAL's Affidavit, the absence of any objections to the TAL Final Discharge Petitions, and the arguments and submissions presented by the parties at the Final Approval And Final Discharge Hearing held on July 27, 2016, it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. All duties and obligations of the TAL arising in any connection with his appointment or the TAL Proceeding were and are owed only to the Court, and not to any other person or entity. The TAL has diligently, competently, effectively, appropriately, and fully performed and discharged all duties and obligations he was appointed by this Court to fulfill in

the TAL Proceeding, and the TAL has discharged, fulfilled, and exhausted his RMK Funds Claim Authority.

2. Effective immediately, the TAL (henceforth the "Discharged TAL") is hereby granted 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 as the Discharged TAL to carry out the TAL Winding Up Responsibilities that are expressly reserved, enumerated, and directed by the Court in this Order.

3. The Court expressly reserves, enumerates, and directs that the Discharged TAL shall have the following winding up responsibilities and authority ("TAL Winding Up Responsibilities"):

(a) Enforcement Of The Settlement. The Discharged TAL will remain authorized to take actions reasonably necessary to ensure enforcement of, and compliance with, the terms of the Settlement and the July 27, 2016, Final Approval Order through and including the Distribution Date, at which point the Final Discharge Accounts' RMK Funds Claims within the TAL's RMK Funds Claim Authority will have been fully liquidated and the TAL Winding Up Responsibility for enforcement of the Settlement and obligations of the Final Approval Order shall be concluded. After the Distribution Date, and as more specifically provided in the Settlement Agreement and the Court's Final Approval Order, the Special Master and the Guardian *Ad Litem* ("GAL") will have standing and authority to ensure compliance with the terms of the Settlement Agreement and the Final Approval Order.

(b) Providing Distribution Amount Information And Assistance Requested By The Settlement Administrator. Distribution Amounts for Final Settlement Accounts were calculated pursuant to the Court-approved Plan of Allocation by the TAL's consultant, BKD, LLP. Pursuant to decretal Paragraph SEVEN of the Final Approval Order, on August 25, 2016, the TAL caused BKD, LLP to provide to the Settlement Administrator the Distribution Amount for each Final Settlement Account calculated in accordance with the Plan of Allocation. If, after the Distribution Date, the Settlement Administrator requests information or assistance from BKD, LLP, or if needed, the Discharged TAL, concerning questions, issues, or computations that may arise or be needed with respect to the Plan of Allocation or any determinations or recalculations of Distribution Amounts, including, but not limited to, calculations for a Reallocation Distribution as provided in Subsection 2.2.3 of the Settlement Agreement, then the Discharged TAL will authorize BKD, LLP to provide the requested information or assistance to the Settlement Administrator. Promptly upon entry of this Order, the Discharged TAL shall send a written request to BKD, LLP that BKD, LLP invoice Regions Bank directly (c/o Regions Bank's counsel in the TAL Proceeding) for any fees, charges, and expenses incurred in connection with this this TAL Winding Up Responsibility. Unless approved by a subsequent, separate order by this Court based on unanticipated and extraordinary circumstances, Regions Bank shall not be obligated to reimburse the Discharged TAL or his counsel for any fees or expenses of the Discharged TAL or his counsel (as opposed to fees, charges, or expenses of BKD, LLP) incurred in connection with this TAL Winding Up Responsibility.

(c) Communications With Others. Prior to this TAL Final Discharge Order becoming Final (as defined in the Settlement Agreement), the Discharged TAL is 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 Tennessee Federal 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 Final Discharge Accounts, concerning the TAL Proceeding, or concerning any actions of the TAL or the Discharged TAL in connection with the TAL Proceeding Orders. After this TAL Final Discharge Order becomes Final, this Paragraph 3(c) TAL Winding Up Responsibility shall be terminated except as expressly provided in this TAL Final Discharge Order, and Regions Bank shall not be required to pay for fees and expenses incurred by the Discharged TAL related to further communications by the Discharged TAL with any person or entity unless the Court determines that such fees and expenses were necessarily and reasonably incurred by the Discharged TAL for such further reasonable actions or services as were necessary, if any. Regions Bank shall be notified by the Discharged TAL of any request by the Discharged TAL for approval or pre-approval of any such fees and expenses or for instruction or approval as to the reasonableness and/or necessity of any such actions, and Regions Bank shall have standing to object or to comment to the Court with respect to the necessity and/or reasonableness thereof. Regions Bank may petition the Court or any other court having jurisdiction over any Account at issue for the taxing to the 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 Discharged TAL for actions or services after the date on which the TAL Final Discharge Order becomes Final.

(d) Responsive Actions. The Discharged TAL will remain authorized: (i) to respond reasonably (as determined by the Court) to any claims or challenges to the TAL's or the

Discharged TAL's authority; and (ii) to respond reasonably (as determined by the Court) to any claims against or about the TAL or the Discharged TAL, as the case may be, arising from actual or alleged actions or omissions of the TAL or the Discharged TAL in connection with the TAL Proceeding Orders, the Settlement, or any of the matters described above. Regions Bank shall be notified by the Discharged TAL of any request by the Discharged TAL for approval or pre-approval of any fees and expenses in relation to responsive actions or for instruction or approval as to the reasonableness and/or necessity of any such actions, and Regions Bank shall have standing to object or to comment to the Court with respect to the necessity and/or reasonableness thereof.[4] The Discharged 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 Discharged TAL in connection with responding to such claims.

(e) Dismissal Of Litigation. The Final Approval Order has become Final (as defined in the Settlement Agreement). On the first business day after this TAL Final Discharge Order becomes Final (as defined in the Settlement Agreement), the Discharged TAL shall take such actions as are necessary to secure the dismissal of any and all Released Claims of Final Settlement Accounts that are included in any pending litigation by the TAL, including specifically by filing the attached stipulation of dismissal of the RIM Contract Litigation.

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[4] In order that Regions Bank may make informed and reasoned objections, if any, as to the necessity or reasonableness of any fee, expense or portion thereof submitted or proposed to be submitted by the Discharged TAL, or as to the reasonableness or propriety of imposing any such fee, expense or portion on Regions Bank, the Discharged TAL shall submit to Regions Bank detailed descriptions of services and expenses of the Discharged TAL for which payment, reimbursement or pre-approval is requested, except that the Discharged TAL may redact any specific detailed descriptions (or portions thereof) as to which the Discharged TAL specifically asserts that disclosure to Regions Bank could result in a waiver of the attorney-client privilege or attorney work-product protection. Contemporaneously with the submission of any such redacted descriptions, the Discharged TAL shall provide a detailed explanation of the basis for his assertion that disclosure to Regions Bank could result in a waiver of the attorney-client privilege or attorney work-product protection, and any dispute between Regions Bank and the Discharged TAL concerning this issue shall be resolved by the Court.

(f) The Open-End Funds Derivative Action settlement. The TAL has reported to the Court through an Affidavit by the TAL that a settlement in the Open-End Funds Derivative Action[5] was approved by the Tennessee Federal Court on August 2, 2016, but distributions have not yet occurred. The TAL's Affidavit also confirms that: (i) Regions Bank has provided to Plaintiffs' Counsel in the Open-End Funds Derivative Action, to counsel for the Open-End Funds, and to the Claims Administrator for the Open-End Funds Derivative Action settlement, a list (developed with participation by the TAL) of the specific Final Discharge Accounts that hold Liquidating Shareholder Interests (including the number of shares held when the Open-End Funds were liquidated) and that the TAL contends therefore are included in the Open-End Funds Derivative Action settlement; and (ii) distributions from the Open-End Funds Derivative Action settlement are to be made without any requirement for claim filings by the distributees. To the extent that Regions Bank could formerly have had a potential or actual conflict of interest for pursuing or protecting the interests of TAL Accounts in the recovery obtained in the Open-End Funds Derivative Action, where the claims were asserted on behalf of the Open-End Funds themselves rather than individual stockholders, the Court finds that Regions Bank does not now have any actual or potential conflict of interest with respect to the Open-End Funds Derivative Action settlement that would require the services of a temporary special fiduciary. Accordingly, the Court hereby further finds and declares that the Discharged TAL shall have no TAL Winding Up Responsibilities with respect to the Open-End Funds Derivative Action settlement, and any responsibilities of the Discharged TAL to cooperate with or assist the Claims Administrator for the Open-End Funds Derivative Action settlement (or with the Open-End Funds or plaintiffs'

[5] This is the designation used in the Original TAL Final Discharge Petition. The Settlement Agreement defines and refers to this same case as the "OEF Derivative Litigation."

counsel) with respect to distributions of the settlement funds shall be and hereby are transferred to Regions Bank, which shall have and carry out any such transferred responsibilities only as and to the extent expressly provided in the Regions Bank Final Discharge Order or by subsequent orders of the Court.

(g) The CEF Class Litigation Settlement. The TAL has confirmed to the Court through the TAL's Affidavit and verification of the TAL Final Discharge Petitions that the settlement of the CEF Class Litigation has been granted final approval by the Tennessee Federal Court, and that the Claims Administrator for the settlement, Garden City Group, Inc. ("GCG"), has reported to the TAL that: (i) a distribution of the settlement funds has been made; and (ii) a redistribution of residual settlement funds may take place in the future. No new claim filings will be required for this redistribution, if it occurs. The Court finds, based on the TAL's Affidavit and verification of the TAL Final Discharge Petitions, that the TAL timely filed the claims of the TAL Final Discharge Accounts included in the CEF Class Litigation settlement, and that Regions Bank would no longer have any actual or potential conflict of interest with respect to the CEF Class Litigation settlement that requires the continuing appointment of a temporary special fiduciary. Accordingly, the Court hereby finds and declares that the Discharged TAL shall have no TAL Winding Up Responsibilities with respect to the CEF Class Litigation settlement, and that any responsibilities of the Discharged TAL to cooperate with or assist GCG or any successor Claims Administrator for the CEF Class Litigation settlement with respect to distributions of the settlement funds shall be and hereby are transferred to Regions Bank, which shall have and carry out any such transferred responsibilities only as and to the extent expressly provided in the Regions Bank Final Discharge Order or by subsequent orders of the Court.

(h) Commenting On Regions Bank Winding Up Responsibilities. As provided in Subsection 4.2.2 of the Settlement Agreement, the Discharged TAL is authorized to comment to the Court concerning any Regions Bank Winding Up Responsibilities proposed by Regions Bank in connection with a Regions Bank Final Discharge Petition or a proposed Regions Bank Final Discharge Order. [6] This TAL Winding Up Responsibility shall terminate when any Regions Bank Final Discharge Order is entered by the Court.

(i) TAL Website. Pursuant to his appointment by this Court, the TAL caused a website, www.rmklawsuit.com, (the "TAL Website") to be established for the purpose of making available information, pleadings, orders, notices, and reports related to the TAL's appointment and exercise of his RMK Funds Claim Authority. Upon entry of this TAL Final Discharge Order and any Regions Bank Final Discharge Order, the Discharged TAL shall update the TAL Website to reflect the entry of such orders and to make copies of such orders available through the TAL Website. Such update shall also provide prominently on the home page a referral of all questions regarding the TAL Settlement (including questions regarding the projected Distribution Date) to the Settlement Administrator (with provision of a link and other contact information for the Settlement Administrator), a referral of all questions regarding the CEF Class Settlement to the CEF Class Claims Administrator (with provision of a link and other contact information for the CEF Class Claims Administrator), and a referral of all questions regarding the Open-End Funds Derivative Action settlement to the Open-End Funds Derivative Action

[6] The TAL has filed Comments to Regions Bank's draft Final Discharge Order, which draft order Regions Bank has not yet had the opportunity to finalize or to present to the Court. Regions Bank has moved to strike the TAL's Comments and has asked that the TAL or Discharged TAL, as the case may be, be ordered to withdraw them on grounds that Regions Bank has preserved the right to present to the Court. This motion to strike by Regions Bank was made in open court prior to the entry of this Order and remains pending. The entry of this TAL Final Discharge Order shall have no diminishing effect on Regions Bank's opportunity or standing to pursue said motion on any grounds.

settlement Claims Administrator (with provision of a link and other contact information for the Open-End Funds Derivative Action settlement Claims Administrator). The TAL Website home page update shall further state that, should an Account Successor or Potential Account Successor be uncertain as to which Settlement Administrator or Claims Administrator to contact, such Account Successor or Potential Account Successor may contact Regions Bank via its email address or toll-free number that was included in the Notice of the TAL Settlement (with provision of a link and other contact information therefor). Thereafter, the Discharged TAL shall cause the TAL Website to remain static but accessible until the "Data And Documentation End Date" as defined in the Regions Bank Final Discharge Order or such other date as the Court may establish by separate order, and then the Discharged TAL shall disable or discontinue the TAL Website.

(j) Document and Data Access and Destruction by the TAL.

(i) At the insistence of Regions Bank based on Regions Bank's understanding of its legal obligations under the Interagency Guidelines Establishing Information Security Guidelines ("Interagency Guidelines") and prevailing law and regulation, and over the objection of the TAL, the Discharged TAL is ordered to direct his consultant, BKD, LLP ("BKD") as follows: (a) within thirty (30) days after the date that this Order becomes Final, BKD shall destroy all Regions Bank-Derived Data, Documentation, or Information (as defined in Subparagraph j(ii) below), other than that which is necessary for compliance with the TAL Winding Up Responsibility provided in Paragraph 3(b) of this Order ("TAL Paragraph 3(b) Records"), through commercially-reasonable measures designed to meet the objectives of the Interagency Guidelines and prevailing law and regulation, and shall certify the accomplishment of same in writing to this Court; (b) until

the date that this Court enters an order finding that all Administration Requirements of the TAL Settlement have been satisfied, BKD shall implement commercially-reasonable measures designed to meet the objectives of the Interagency Guidelines and prevailing law and regulation to protect and secure any and all TAL Paragraph 3(b) Records from unauthorized disclosure or access; (c) within thirty (30) days after the date that this Order becomes Final, BKD shall certify to this Court that such measures have been implemented and shall be maintained until the TAL Paragraph 3(b) Records are destroyed by BKD; and (d) within thirty (30) days after the date that this Court enters an order finding that all Administration Requirements of the TAL Settlement have been satisfied, BKD shall destroy any and all TAL Paragraph 3(b) Records through commercially-reasonable measures designed to meet the objectives of the Interagency Guidelines and prevailing law and regulation, and shall certify the accomplishment of same in writing to this Court.

(ii) At the insistence of Regions Bank based on Regions Bank's understanding of its legal obligations under the Interagency Guidelines and prevailing law and regulation, and over the objection of the TAL, the Court orders that within thirty (30) days after the date that this Order becomes Final, the Discharged TAL shall: (a) cause all financial data for Accounts, all Account-specific documentation, and all Personally Identifiable Information relating to Interested Parties, Account Successors and/or Potential Account Successors, provided by Regions Bank directly or by or through any other person or entity in connection with the TAL Proceeding (in whatever form, iteration, reiteration or manipulation) ("Regions Bank-Derived Data, Documentation or Information") to be permanently removed from the Discharged TAL's electronic files

through commercially-reasonable measures designed to meet the objectives of the Interagency Guidelines and prevailing law and regulation and placed on stand-alone encrypted hard drives in accordance with such encryption guidelines as are recommended or approved by BKD, LLP in keeping with industry standards (collectively, the "Discharged TAL Record Copy"); (b) deliver the Discharged TAL Record Copy to Regions Bank for secure storage of a period of six years in accordance with the terms of this Order; (c) certify the accomplishment of same in writing to this Court, all at the Discharged TAL's law firm's expense. Regions Bank is authorized to deliver the Discharged TAL Record Copy to Regions Bank's secure vendor, Vital Records Control ("VRC"), for secure storage at VRC's Calera, Alabama, facility, at Regions Bank's expense, in compliance with the terms of this Order. The Discharged TAL and his counsel alone shall retain the password(s) and other encryption keys or information required to access the contents of the Discharged TAL Record Copy, and no other person or party, including, but not limited to, Regions Bank, RFC, and VRC, shall access or attempt to access the contents of the Discharged TAL Record Copy unless expressly authorized by an order of this Court issued after prior notice and a reasonable opportunity to be heard is provided to the Discharged TAL. Regions Bank shall notify the Court and the Discharged TAL in writing of the physical location (including address) where the Discharged TAL Record Copy is stored and the name and contact information of the custodian who is responsible for secure storage of the Discharged TAL Record Copy, and shall also timely notify the Court and the Discharged TAL in writing of any changes to this information. For two years from the date that this Order becomes Final, should the Discharged TAL request of Regions Bank access to the Discharged TAL Record Copy,

Regions Bank shall provide, or shall instruct VRC to provide, such access at VRC's secure facility, with provision of a private workspace for the Discharged TAL's use, within five (5) business days unless, prior to the fifth business day, Regions Bank seeks review by this Court (with contemporaneous notice to and standing to object by the Discharged TAL) of the reasonableness or necessity of such access, and the presumption shall be that the Discharged TAL shall be granted such access unless Regions Bank carries the burden of providing that such access is both unnecessary and unreasonable. From and after the date that is two (2) years from the date that this Order becomes Final and through the date that is six (6) years from the date that this Order becomes Final, should the Discharged TAL request access to such Discharged TAL Record Copy, the Discharged TAL shall seek a ruling from this Court (with contemporaneous notice to and standing to object by Regions Bank) as to the reasonableness or necessity of such access, and the presumption shall be that the Discharged TAL shall be denied such access unless the Discharged TAL carries the burden of providing that such access is both necessary and reasonable, in which case Regions Bank shall provide, or shall instruct VRC to provide, such access to the TAL at VRC's secure facility, with provision of a private workspace for the TAL's use, within five (5) business days. To the extent that the Discharged TAL obtains access to the Discharged TAL Record Copy and makes and retains copies of any portion of the Discharged TAL Record Copy, then, as soon as the purpose or task necessitating the making of such copies has been fulfilled or concluded, the Discharged TAL shall thereafter promptly undertake commercially-reasonable measures to destroy permanently, through commercially-reasonable measures designed to

meet the objectives of the Interagency Guidelines and prevailing law and regulation, any and all such copies (in whatever forms or iterations thereof).

(iii) Upon the date that this Order becomes Final and after removal and transfer of such information to the Discharged TAL Record Copy at the Discharged TAL's law firm's expense as provided in subparagraph (ii) hereof, the Discharged TAL shall undertake commercially-reasonable measures to destroy permanently, through commercially-reasonable measures designed to meet the objectives of the Interagency Guidelines and prevailing law and regulation, any and all Regions Bank-Derived Data, Documentation or Information (whether electronic or in hard copy) and shall certify the accomplishment of same to this Court within thirty days of the date that this Order becomes Final.[7] Upon the date that is six (6) years from the date that this Order becomes Final, Regions Bank shall be authorized to destroy, and to instruct its vendor(s) to destroy, the Discharged TAL Record Copy.

4. Pursuant to Subsection 6.5 of the Settlement Agreement, any remaining responsibilities of the TAL under the TAL Proceeding Orders, if any, that are not specifically and explicitly identified above as TAL Winding Up Responsibilities shall revert, or be deemed transferred by this TAL Final Discharge Order, to Regions Bank, which shall have and carry out any such transferred responsibilities only as and to the extent expressly provided in the Regions Bank Final Discharge Order or by subsequent orders of the Court.

Costs are taxed to Regions Bank.

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[7] This destruction obligation applies only to Regions Bank - Derived Data, Documentation or Information. All other information and documents related to the TAL Proceeding ("TAL Records") may be retained by the Discharged TAL and/or his counsel in accord with their normal document retention practices and policies and the Alabama State Bar rules and regulations. After this Order becomes Final, Regions Bank shall have no obligation to reimburse the Discharged TAL or his counsel for any fees or costs attendant to their preservation of TAL Records.

DONE and **ORDERED** this the 3 day of Jan, 2017.

SHERRI C. FRIDAY, Probate Judge
Sitting in Equity

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE

IN RE REGIONS MORGAN KEEGAN SECURITIES, DERIVATIVE & ERISA LITIGATION,	**CASE NO. 2:09-md-2009**
C. FRED DANIELS, as Trustee ad Litem for the WILLIAM O. BALDWIN CHARITABLE TRUST; et al.	
Plaintiffs,	
v.	**Case No. 2:13-cv-2053**
MORGAN ASSET MANAGEMENT, INC., NOW NAMED REGIONS INVESTMENT MANAGEMENT, INC.	
Defendant.	

STIPULATION OF DISMISSAL

Pursuant to Fed.R.Civ.P. 41(a)(1)(A)(ii), all parties to this action hereby stipulate to the Dismissal of this action with prejudice, and with costs taxed as paid.

/s/ R. Carlton Smyly
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