

INVESTMENT MANAGEMENT AGENCY AGREEMENT

_____, as Principal, and Bank OZK Trust and Wealth Division, as Agent, desire to enter into this agreement to provide for the safekeeping and investment of certain property, and in consideration of the premises and other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties agree as follows:

- 1) The Principal herewith delivers to the Agent securities, cash, and/or title to real estate and authorizes the Agent to do any and all acts necessary or appropriate to carry out the provisions of this agreement. Third parties may rely upon the authority of the Agent without further inquiry. The authority shall be valid and binding upon all persons taking through or under the Principal after death until the Agent has notice of the death.
- 2) The Principal may withdraw any or all of the property at any time upon notice to the Agent or may likewise direct payment or delivery to another party. Accounts with two or more signers as Principal will be designated as joint tenants with right of survivorship (JTWROS) unless otherwise stated. The Agent may take directions from any one joint tenant as Principal, without liability to any other joint tenant.
- 3) The Agent shall at reasonable intervals review the investments held hereunder and, being hereby authorized by the Principal, shall make such investments, or changes in investments, as the Agent may deem to be in the best interest of the Principal including, without limitation, the investment of any cash held hereunder, and the sale or purchase of securities in the Agent's sole discretion without written directions from the Principal, bearing in mind the overall investment objective of the Principal as delivered to the Agent. The Agent shall be liable only for failure to exercise reasonable care, prudence and due diligence in the discharge of its duties hereunder, but not for errors of judgment made in good faith. The Bank will also automatically invest (sweep) all cash receipts in this account every day.
- 4) The Agent shall not be required to comply with any direction of the Principal which in its judgment may subject it to liability or expense or to prosecute or defend any action, unless indemnified in manner and amount satisfactory to it.
- 5) Directions of the Principal to the Agent may be oral; however, Agent reserves the right to require any such direction to be in writing.
- 6) The Agent may register the property in the name of its nominee. The Agent may also deposit any eligible securities with the Depository Trust Company or other legal depositories. Securities so deposited may be registered in the name of the depositories' nominees.
- 7) The Principal hereby acknowledges its right under Federal law to receive notice of security transactions in the form of a broker confirmation or its equivalent within five (5)

business days of any such transaction. The Principal hereby waives this right in consideration of the accountings, which are provided by the Agent. Additionally, the Agent is **not** authorized to release the Principal's name, address, or share positions of securities held under this agreement to companies, or their representatives. Further, the Agent is authorized to vote or not to vote proxies, in its sole discretion, but in keeping with the interest of the Principal.

(Principal initial here)

- 8) The Agent shall receive compensation in accordance with its schedule of fees in effect at the time its services are performed. Such compensation may be charged to the account.
- 9) This agreement shall be subject to termination by either party upon notice to the other, who shall have a reasonable period of time to complete all necessary activity. Upon termination the Agent shall deliver to the Principal, or to its representative, the property then held in the account, but only when all sums due it from the Principal are paid and the Agent indemnified in manner and amount satisfactory to it against liabilities lawfully incurred in the administration of the account.
- 10) In the event that the account shall hold more than one tax lot of any security, the Agent is directed to use its discretion, in the absence of any specific direction from the Owner, as to which tax lot is liquidated in any partial sale of the asset.

Principal hereby certifies, under penalties of perjury, that (i) the number shown on this form is its correct Taxpayer Identification Number, and (ii) it is not subject to backup withholding either because it has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified that it is no longer subject to backup withholding.

Executed in _____, AR/FL/NC/TX, on this _____ day of _____,
20____.

Principal

Taxpayer Identification Number

BANK OZK TRUST AND WEALTH DIVISION

Authorized Officer

TITLE: _____