

Custody Account Application — Institutional — CIP Exempt



Please return the following: • Signed application • Copy of formation document (i.e., Inc. = articles of incorporation, non-profit = Form 990)

- Signed fee schedule
• Transfer authorization (if applicable)

Return to:

[Empty text box for return address]

Please complete every section.

Account Owner Information

Name Russell Township

Address 8501 Kinsman Rd, PO Box 522

Designated Agent (Advisor Name) Meeder Investment Management

City, State, Zip Novelty, OH 44072

Tax I.D. 34-6002337

NAICS Code: 921110

www.census.gov/eos/www/naics

Are there other DBA or trade names used for the same legal entity? [] YES [x] NO

If yes, please provide names: [Empty text box]

Check appropriate box for federal tax classification:

- [] Individual/sole proprietor [] C Corporation [] S Corporation [] Partnership [] Trust/estate [] Exempt payee code (if any)
[] Limited liability company. Government
[x] Other (see instructions)

What is the ownership structure of the entity?

- [] Privately Held [x] Majority Owned by Government [] Publically Traded on a Designated Exchange
[] Wholly Owned Subsidiary of Publically Traded Parent Company

If a publically traded entity or a wholly owned subsidiary of a publically traded parent, what exchange is the company listed on? [Empty text box]

1. Customer is a U.S. Citizen, U.S. Resident Alien or an entity principally registered in the U.S.: [x] YES [] NO

If no, please submit a W-8 BEN and state the Customer's country of residence or principal registration: [Empty text box]

2. Is the entity headquartered outside the United States? [] YES [x] NO If YES, what country is it located in: [Empty text box]

Customer Background and Anticipated Activity

Information in this section is required to establish a baseline for account background and anticipated activity. This information is used primarily to detect suspicious activity. Your account activity will not be bound to estimates provided.

1. Primary function of the Customer.

Geographical Footprint.

Government

Geauga

2. Purpose (Please provide the reason the Customer is establishing the custody and investment account).

Hold client assets

3. Year the entity was organized.

1932

4. Are there physical locations or business addresses for the entity outside the U.S. YES NO

If yes, list addresses

5. Entity's annual sales/revenue. (\$) \$25 million

6. Entity's primary source of revenue. tax revenue

7. Methods of payment accepted by the entity (SELECT ALL THAT APPLY). Cash Check Credit or Debit Card

Electronic Funds Transfer Virtual Currency Remotely Created Checks Other N/A (does not accept payments)

If Cash is selected, estimated annual cash revenue/receipts for the customer. (\$)

8. Entity's source of funds for initial and future funding (if any). Check all that apply:

Group savings and/or investments Earnings from profession or business Sale of business Insurance proceeds

Charitable donation or gifts Corporate assets or investments Other, explain

Tax Revenue

9. From where will initial and ongoing funding for this account originate: Answer all that apply:

Domestic predecessor bank trustee or custodian: name of institution

Domestic predecessor broker/dealer custodian: name of institution

Foreign predecessor bank or broker/dealer: name of institution

N/A - Start up - no existing assets held elsewhere

Other, explain

10. Method of initial and ongoing funding for this account to be transmitted by. Check all that apply:

Wire transfer Transfer from existing U.S. Bank Account Check(s) In-kind transfer from predecessor custodian or trustee

Foreign wire transfer Other, explain

11. a) Frequency of cash transactions in and out of the account.

Daily Weekly Monthly Quarterly Semi-annually Annually

b) Number of cash transactions in and out of the account. Per Year

4

c) Dollar range of cash transactions. \$20,000 - \$1,000,000

d) Method of disbursements. Check all that apply. Wire Check ACH Transfer to another U.S. Bank account

e) Will any disbursements be sent outside the United States? YES NO

If YES, please list countries:

Authorized Signers

Authorized Individuals – Pursuant to Section 11 of the Custody Agreement, Customer hereby authorizes the following individuals to act on Customer's behalf. Customer must provide CIP documentation (a copy of A Government issued photo ID) for all authorized individuals names below.

Name/Title

Signature

Name/Title

Signature

Name/Title

Signature

Name/Title

Signature

Online Access

Bank offers online access to your account. Please provide the following information for any individuals who require online access.

Name

Phone Number

Email

Name

Phone Number

Email

Name

Phone Number

Email

Name

Phone Number

Email

Agreement and Signature

By signing this Application, I hereby:

- a) acknowledge receipt of a copy of this Application, and the Custody Agreement
- b) acknowledge that the Custody Agreement is incorporated herein by reference
- c) agree to the terms and conditions of this application and Custody Agreement
- d) acknowledge that I am providing substitute W-9 certification as described in section 25 (does not apply for Non-U.S. citizens as is indicated on question 1.) and

e) acknowledge that Non-deposit investment products are not insured by the FDIC, are not deposits or other obligations of or guaranteed by

U.S. Bank National Association or its affiliates, and involve investment risks, including possible loss of the principal amount invested

f) agree to disclose to Bank if Customer is or becomes a "senior political figure, immediate family member or close associate of a senior political figure" (as defined below), during the duration of the Custody Agreement.

Senior official includes: heads of state, ministers or cabinet heads supporting a head of state, national level legislators, justices of the national supreme court (or local equivalent), ambassadors, consults (and consults general) or honorary consults, the senior commanding officers of any military branches, executive officers of state-owned company or agencies, and the heads of political parties. It also includes state or provincial level governors or equivalent, state or provincial legislators, commissioners or director of state or provincial government agencies, or judges sitting on the highest state or provincial appellate court.

Immediate family member means: spouse, parent, sibling, child, and a spouse's parents or siblings.

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signer's Name and Title (please print) Signature Date

To Be Completed By U.S. Bank

This Application has been accepted by U.S. Bank National Association:

Signer's Name and Title (please print) Signature Date

The following codes identify payees that are exempt from backup withholding:

- 1 – An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 – The United States or any of its agencies or instrumentalities
- 3 – A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4 – A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 – A corporation
- 6 – A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 – A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 – Areal estate investment trust
- 9 – An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 – A common trust fund operated by a bank under section 584(a)
- 11 – A financial institution
- 12 – A middleman known in the investment community as a nominee or custodian
- 13 – A trust exempt from tax under section 664 or described in section 4947

Institutional Custody Agreement

THIS CUSTODY AGREEMENT (the "Agreement") is by and between Russell Township, Ohio, through its Board of Trustees ("Customer"), and U.S. Bank National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

NOW, THEREFORE, the parties mutually agree as follows:

1. Appointment and Acceptance.

- 1.1 Customer hereby appoints Bank to provide custody services in connection with securities, cash, and other property Customer deposits, or causes to be deposited, from time to time hereunder; investment and reinvestments thereof; and income thereon, as provided herein (collectively the "Assets"). Bank hereby agrees to hold the Assets in a custody account established in the name of Customer (the "Account"), upon the terms and conditions set forth herein.
- 1.2 In the event that Customer requires Bank to establish one or more sub-accounts within the Account under this Agreement ("Sub-Accounts"), Bank shall open such accounts pursuant to Bank's account opening procedures in effect at the time. The term "Account" as used in this Agreement shall refer to one or all of the Sub-Accounts, as the context of this Agreement shall require.
 - 1.2.1 In no event shall Customer open Sub-Accounts for the benefit of entities having different tax identification numbers than Customer. Each Sub-Account will have the same tax identification number as Customer.

2. Books, Records and Accounts.

- 2.1 Bank shall make, maintain, and keep proper books of account and complete records of all Assets and transactions involving the Account.
- 2.2 On at least five business days advance written notice, Bank shall make available to and permit inspection during Bank's regular business hours by Customer and Customer's auditors of all books, records, and accounts relating to the Assets and Account possessed by Bank.

3. Asset Delivery, Transfer, Custody and Safekeeping.

- 3.1 Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer. Bank shall keep records of all transactions involving the Account and Assets belonging to the Account. Bank shall not have any responsibility or liability for any assets of Customer that are neither registered in the name or nominee name of Bank nor in the physical possession of Bank nor otherwise in a place or form in which Bank can manipulate, access, or control them.
- 3.2 Bank shall furnish Customer with (i) a monthly Account statement (or a different frequency as later Customer may later request) within thirty (30) calendar days after the end of the reporting period and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's online portal, Bank will furnish such Account statements by way of such system. If no frequency is so designated or agreed upon, Customer shall be deemed to have designated "Monthly". At any time, Bank shall provide Customer with a statement upon Customer's request. Customer can change statement frequency upon request.
- 3.3 Except to the extent that Customer and Bank have entered into a separate written agreement that expressly makes Bank an investment manager of the Assets, the Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR 12.4(a) or 12 CFR 12.4(b) at no additional cost to Customer.
- 3.4 Bank shall forward to any person authorized hereunder to direct the purchase or sale of an Asset information it receives with respect to the Asset concerning voluntary corporate actions and mandatory corporate actions, subject to the following exceptions:
 - 3.4.1 Exception: If Bank receives during the term of this Agreement a class-action litigation proof of claim in respect to any of the Assets held in the Account during the class action period, Bank shall not file such claim on behalf of Customer regardless of any waiver, release, discharge, satisfaction, or other condition that might result from such a filing. Customer understands that no claim will be filed by Custodian and that Custodian will not provide notice to Customer that any claim needs to be filed and Customer accepts the risks of a claim not being filed by Customer.
 - 3.4.2 Exception: Bank will not forward so-called "mini-tenders". Mini-tenders are tender offers for a small amount of the outstanding securities of a "target" company, generally with an offer price at or below market value. For equity issues, unless a tender offer is made for 5% or greater of the outstanding securities, and is subject to Securities and Exchange Commission ("SEC") review, the tender offer will not be forwarded by Bank.

3.4.3 Exception: No tender offer will be forwarded by Bank for a debt issue if, (i) it is not registered with the SEC, (ii) it has a "first received, first buy" basis with no withdrawal privilege and includes a guarantee of delivery clause, or (iii) the offer includes the statement that "the purchase price includes all accrued interest on the note and has been determined in the sole discretion of the buyer and may be more than or less than the fair market value of the notes" or similar language.

3.5 Upon receiving explicit directions from Customer, Bank shall return Assets to Customer, or deliver Assets to such location or third party as Customer's directions may indicate. Bank shall have no power or authority to assign, use, pledge, or otherwise dispose of, or take action regarding any Assets, except as provided herein or pursuant to Customer's explicit directions.

4. Powers of Bank.

4.1 In the performance of its duties hereunder, Bank shall have the following powers:

4.2 To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to carry out the duties described and powers granted herein.

4.3 To maintain Assets in any registered clearing agency (such as the Depository Trust Company) or in a Federal Reserve Bank (each, a "Depository"), and to permit such Assets to be registered in the name of Bank, Bank's agent or nominee, Depository, or Depository's nominee, on the records of a Depository and, in connection with transactions involving foreign securities, to employ and use securities depositories, clearing agencies, clearance systems, sub-custodians or agents located outside the United States.

4.4 To hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.

4.5 To perform any and all other ministerial acts deemed by Bank necessary or appropriate to the proper discharge of its duties under this Agreement.

4.6 To hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding Bank's receipt of "float" from such un-invested cash.

4.7 To withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.

4.8 As Customer may request and direct, to bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.

4.9 To transfer Assets as directed by Customer.

4.10 As directed by Customer, to receive and safe-keep Assets.

4.11 To register any of the Assets in the name of Bank or in the name of Bank's nominee or to hold any of the Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that the records of Bank shall at all times show that all such assets are part of the Account and at all times Customer remains the owner. Customer agrees to pay on demand to Bank the amount of any loss or liability, claimed or asserted against Bank or Bank's nominee or agent by reason of such registration.

5. Purchases.

Upon receiving Customer's explicit directions, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of §9-206 of the Uniform Commercial Code, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) Customer shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

6. Sales.

Upon receiving Customer's explicit directions, Bank will deliver Assets held by it as Bank hereunder and sold by or for Customer against payment to Bank of the amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

7. Settlements.

- 7.1 Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.
- 7.2 To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above...
- 7.3 Except as may be provided by law, Bank will not be liable or responsible for or because of the act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent selected by Customer to purchase or sell securities for the Account.
- 7.4 Notwithstanding anything to the contrary, nothing in this Agreement shall constitute a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

8. Valuation; Client-Controlled Assets.

- 8.1 Valuation. For purposes of reporting the value of an Asset on an Account statement:
 - 8.1.1 Pricing, If Available. Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement.
 - 8.1.2 Pricing, If Unavailable. If such value is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price).
 - 8.1.2.1 To the extent the value of an Asset is so reported, Customer represents and warrants (i) that it has received, read, and understood any prospectus, summary description, declaration of trust, subscription agreement, offering memorandum, and fact sheet for the Asset; understands the Asset's fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, and current underlying investments; and understands the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset, (ii) Such value reflects such disclosures, investment-related information, and service-provider information.
 - 8.1.2.2 Customer covenants and agrees that it will under no circumstances provide Bank with a security issued by Customer or Customer's affiliates, or direct Bank to purchase a security issued by Customer or Customer's affiliates, unless the value of such security is readily determinable on an established market.
 - 8.1.3 Limitations. Customer hereby acknowledges that the reported value:
 - 8.1.3.1 Might be neither fair market value nor fair value (under Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 820, Fair Value Measurements and Disclosures, or applicable law).
 - 8.1.3.2 Is not a recommendation as to the advisability of buying, holding, or selling the Asset and not a substitute for investigating the Asset's value in connection with a decision to buy, hold, or sell (or for obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision).
 - 8.1.4. Pricing Sources; Methodology. Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.
- 8.2 Client-Controlled Assets. Customer may direct Bank from time to time to include specific assets in the Account statements despite the fact that those assets are neither registered in the name of Bank or Bank's nominee nor maintained by Bank at a Depository or with a sub-custodian, nor in the physical possession of Bank nor otherwise in a place or form in which Bank can manipulate, access, or control them. In such a case, Bank has the right to exclude such assets or include such assets in the Account statements with a statement-notation about control. To the extent Bank includes such assets in the Account statements, Customer hereby acknowledges that:
 - 8.2.1 Customer is responsible for reviewing (i) Account statements to ensure that they include notations about the control of each such asset and (ii) any third-party reports made accessible by Bank to ensure that they do not inaccurately identify the holder of any such assets; and When furnishing Account statements or making other reports accessible, Bank may rely on information provided

by Customer or by the Designated Agent with respect to such assets (including, but not limited to, information on the units, value, or marketability of such assets).

8.2.2 Bank is not responsible for performing the duties set forth in this Agreement (other than statement-reporting duties, as limited herein) with respect to such assets. By way of example and not limitation, Bank is not responsible for receiving, safekeeping, valuing, transferring, or releasing such assets or for settling trades with respect to such assets.

8.2.3 Such assets are subject to the fee arrangement set forth in Section 12.1 of this Agreement.

9. No Discretionary Authority; Standard of Care.

9.1 Customer and Bank acknowledge that, except to the extent the Assets are subject to a separate written investment management agreement signed by the parties, Bank is not a fiduciary with respect to any Asset or Customer and the powers and duties of Bank hereunder do not include (i) discretionary authority, control, or responsibility with respect to the management or disposition of any Asset or (ii) authority or responsibility to render investment advice with respect to any Asset. In addition, it is agreed that:

9.1.1 Bank shall have no duty to make any evaluation or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset. Bank shall have no duty to review, question, approve, or make inquiries as to any investment directions received hereunder. Bank shall be under no duty to review the securities or other property held in the Account with respect to prudence or diversification.

9.1.2 Bank shall not be liable for any loss or diminution of Assets by reason of change in Asset value sits actions taken according to a direction from Customer or Designated Agent under this Agreement.

9.1.3 Bank shall have no duty to monitor or otherwise investigate the actions or omissions of Customer or Customer's Designated Agent.

9.1.4 Bank shall have no responsibility for the accuracy of Asset valuations quoted by services or sources relied upon by Bank.

9.1.5 Bank shall only be responsible for the performance of such duties as are set forth in this Agreement and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. In no event shall Bank be liable for indirect, special, or consequential damages.

9.1.6 Bank shall have no duty to act as trustee of the Assets (except under a separate written Trust document, if any).

9.1.7 Bank shall have no duty to act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement, if any.

9.1.8 Bank shall have no duty to provide investment advice.

9.1.9 If Bank receives notice of default from an Asset's issuer or transfer agent, Bank shall provide Customer with notice of same within five (5) business days. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, said party is unable to prevent. Collections of monies in foreign currency, to the extent possible, are to be converted into United States dollars at customary rates through customary banking channels, including Bank's own banking facilities, and in accordance with Bank's prevailing policies for foreign funds repatriation. Bank shall have no responsibility for the risks, expenses or fluctuating exchange rates affecting collections or conversions related to foreign assets. Bank shall have no duty to question whether any direction received hereunder is prudent or contrary to applicable law; to solicit directions; or to question whether any direction received hereunder by email, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.

10. Corporate Actions; Mandatory Exchange Transactions. Notwithstanding anything herein to the contrary, Bank will, without providing notice, cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets (such as reorganization, recapitalization, redemption in kind, or consolidation) and will tender or exchange securities held for other securities, for other securities and cash, or for cash alone, pursuant to the terms of such transaction.

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9.1.1 Bank shall have no duty to make any evaluation or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset. Bank shall have no duty to review, question, approve, or make inquiries as to any investment directions received hereunder. Bank shall be under no duty to review the securities or other property held in the Account with respect to prudence or diversification.

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9.1.5 Bank shall only be responsible for the performance of such duties as are set forth in this Agreement and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. In no event shall Bank be liable for indirect, special, or consequential damages.

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9.1.7 Bank shall have no duty to act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement, if any.

9.1.8 Bank shall have no duty to provide investment advice.

9.1.9 If Bank receives notice of default from an Asset's issuer or transfer agent, Bank shall provide Customer with notice of same within five (5) business days. Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of the Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, said party is unable to prevent. Collections of monies in foreign currency, to the extent possible, are to be converted into United States dollars at customary rates through customary banking channels, including Bank's own banking facilities, and in accordance with Bank's prevailing policies for foreign funds repatriation. Bank shall have no responsibility for the risks, expenses or fluctuating exchange rates affecting collections or conversions related to foreign assets. Bank shall have no duty to question whether any direction received hereunder is prudent or contrary to applicable law; to solicit directions; or to question whether any direction received hereunder by email, or entered into Customer's account in Bank's on-line portal, is unreliable or has been compromised, such as by identity theft.

10. Corporate Actions; Mandatory Exchange Transactions. Notwithstanding anything herein to the contrary, Bank will, without providing notice, cause Assets to participate in any mandatory exchange transaction that neither requires nor permits approval by the owner of the Assets (such as reorganization, recapitalization, redemption in kind, or consolidation) and will tender or exchange securities held for other securities, for other securities and cash, or for cash alone, pursuant to the terms of such transaction.

11. Authorized Persons; Delivery of Directions.

11.1 Authorized Persons.

11.1.1 Customer has identified:

11.1.1.1 Each individual representative of Customer who is authorized to act on Customer's behalf hereunder, by providing such information in the Custody Account Application. After the execution of this Agreement, Customer may add employees who are authorized to act on Customer's behalf by giving Bank (i) a certificate of incumbency signed by Customer's recording secretary indicating which Customer offices have such authority and naming the employees holding those offices; and (ii) the specimen signatures and email addresses of such employees.

11.1.1.2 The "Designated Agent", who is authorized to act on Customer's behalf on the Custody Account Application or later named by

Customer in an authorization letter to Bank. Customer may also identify additional agents that are authorized to act on Customer's behalf by giving Bank an authorization letter setting forth the name of such Designated Agent. Customer shall provide to bank in writing any limits on a Designated Agent's authority to act on Customer's behalf hereunder. Absent any such limits to the contrary, a Designated Agent is authorized to exercise any right and fulfill any duty of Customer hereunder, including, but not limited to, any authority to direct Bank. However, in no event is a Designated Agent authorized to withdraw Assets from the Account, unless (i) the recipient of the withdrawn Assets is Customer or a destination pre-approved by Customer, (ii) such Designated Agent indicates that the withdrawn Assets will be applied to purchase securities or other property for Customer, or (iii) Customer has provided affirmative written authorization to Bank to accept directions from such Designated Agent to withdraw Assets from the Account). Additionally, in no event is a Designated Agent authorized to amend the Agreement, or to terminate the Agreement.

- 11.1.1.3 Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request.
- 11.1.1.4 Customer consents to Bank providing any agent access to customer account information and other confidential information relating to Customer upon such agent's request.
- 11.1.2 Bank may assume that any such employee or agent continues to be so authorized, until and unless Bank receives notice from Customer to the contrary. Bank shall be entitled to rely on any names, specimen signatures, and email addresses provided to Bank by any agent as designation of who is authorized to act on such agent's behalf.
- 11.1.3 Customer hereby represents and warrants that any such employee or agent was duly appointed and is appropriately monitored and covenants that Customer will furnish such with a copy of this Agreement, as may be amended from time to time as provided herein. Customer hereby acknowledges that such employee's or agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and releases Bank from any liability relating thereto .

11.2 Delivery of Directions.

- 11.2.1 Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address hereunder, addressed as provided hereunder or (ii) entered into Customer's account in Bank's on-line portal.
- 11.2.2 Any direction received hereunder by email, or entered into Customer's account in Bank's on-line portal, is deemed to be given in a writing signed by the sender. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to Customer's portal account and the email accounts of its employees, agents, and agents' employees (s), and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

12. **Compensation and Reimbursement.**

- 12.1 Fees. Customer shall pay Bank compensation for providing services under this Agreement according to the Fee Schedule agreed upon between Bank and Customer in effect at the time.
- 12.2 Expenses. Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).
- 12.3 Advance of Funds or Securities. To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code §9-206.

13. **Customer Responsibility.**

Customer shall be responsible for the review of all reports, accountings and other statements provided by Bank, and shall within 90 days following receipt thereof notify Bank of any mistakes, defects or irregularities contained or identified therein, after which time all such matters shall be presumed to be ratified, approved and correct and shall not provide any basis for claim or liability against Bank...

14. Termination.

- 14.1 This Agreement shall remain in effect until terminated by either party giving written notice of such to the other party 30 days in advance of the termination date.
- 14.2 Upon termination of this Agreement, Bank shall follow directions from Customer concerning the transfer of Assets, provided that:
- 14.2.1 Bank shall have no liability for the costs of shipping and insurance associated therewith;
- 14.2.2 Bank shall not be required to make any transfer until Customer makes full payment to Bank of compensation and expenses; and
- 14.2.3 Bank shall have been reimbursed for any advances of monies or securities made hereunder to Customer. If any Assets remain in the Account after termination, Bank shall require further transfer directions regarding delivery of Assets to Customer or a successor custodian. If a successor custodian is not appointed by Customer within 90 days after termination, Bank may petition a court of competent jurisdiction regarding such appointment and charge the Account for fees and expenses involved therein.
- 14.3 Upon termination of this Agreement, all obligations of the parties to each other hereunder shall cease, except that all indemnification provisions herein shall survive with respect to any Claims arising from events prior to, or in connection with, such termination.

15. Binding Obligations.

Customer and Bank each hereby represent and warrant that this Agreement constitutes its legal, valid and binding obligation enforceable in accordance with the terms hereof, and subject to all applicable laws and general principles of equity.

16. General Provisions.

- 16.1 Tax Responsibility. Bank has no duty to calculate, withhold, disclose, report, or remit to the appropriate taxing authorities or anyone else any federal, state, or local taxes that may be required to be calculated, withheld, disclosed, reported, or remitted with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by a custodian.
- 16.2 Tax Lot Methods. The tax lot method for the Account is as Customer delegated in the CustodyAccountApplication.
- 16.3 Publicity. Neither party will (a) use the other party's proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify the other party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of the other party.
- 16.4 Complete Agreement: Amendment.
- 16.4.1 Complete Agreement. This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject.
- 16.4.2 Amendment. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by both Customer and Bank.
- 16.5 Governing Law: Venue. This Agreement shall be governed, construed, and enforced under the laws of the State of Ohio, which shall control the validity, interpretation, and performance of this Agreement, and any modifications, amendments, or alterations to this Agreement.
- 16.6 Assignment. This Agreement binds, and inures to the benefit of, the parties and their respective successors and assigns. No party may assign any of its rights under this Agreement without the consent of each other party, which consent will not be unreasonably withheld. Customer hereby acknowledges that Bank will withhold consent unless and until Bank verifies an assignee's identity according to Bank's Customer Identification Program and, to that end, Customer hereby agrees to notify Bank of such assignment and provide Bank with the assignee's name, physical address, EIN, organizational documents, certificate of good standing, and license to do business, as well as other information that Bank may request. No consent is required if a party merges with, consolidates with, or sells substantially all of its assets to another entity, provided that such other entity assumes without delay, qualification, or limitation all obligations of that party under this Agreement by operation of law or by contract.

- 16.7 Severability. If any provision of this Agreement is invalid or unenforceable, the balance of the Agreement shall remain in effect, and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.
- 16.8 No Third Party Rights. There are no third-party beneficiaries to this Agreement and nothing herein shall be construed to provide any rights or benefits to any third-party.
- 16.9 Legal Advice. Each party hereby acknowledges that it (i) did not receive legal advice from the other party concerning this Agreement, (ii) had an adequate opportunity to consult a licensed attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.
- 16.10 Counterparts and Duplicates. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under the Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).
- 16.11 Legal Actions Affecting Account. If Bank is served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant or similar order relating to the Account, (a "Legal Action") Bank will comply with that Legal Action and shall be protected, indemnified, and held harmless therefrom. Customer will reimburse Bank for all fees and expenses Bank incurs in responding to any Legal Action affecting the Assets or the Account (including but not limited to the fees of attorneys and other professionals). Any Legal Action is subject to Bank's right of setoff and Bank's security interest in the Account. Bank may assess a service fee against the Account for any Legal Action served on Bank regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, Bank will set off or enforce Bank's security interest against the Account for such fee prior to Bank's honoring the Legal Action. Bank will not be liable to Customer if an attachment, a hold, or the payment of Bank's fee from the Account leaves insufficient funds or results in the sale of Assets.
- 16.12 Abandoned Property. Any Assets remaining unclaimed or abandoned by Customer for a period of time as is set forth in Ohio's abandoned property, escheat, or similar law shall be delivered to the proper public official pursuant to law and Bank shall be released from any liability related thereto. The provisions of this Section shall survive the termination of the Agreement.
- 16.13 Freedom to Deal with Third Parties. Bank is free to render services to others, whether similar to those services rendered hereunder or of a different nature
- 16.14 Shareholder Communications Act Election. Bank shall act according to Customer's Shareholder Communications Act Election, as Customer provided in the Custody Account Application.

17. Automated Cash Management and Sweep Direction.

- 17.1 Bank shall act according to Customer's Automated Cash Management and Sweep Direction, as Customer provided in the Custody Account Application.
- 17.2 If a First American Fund is identified above, Customer hereby acknowledges and confirms that Customer understands the following information about the First American Funds:
- 17.2.1 The open-end investment companies registered under the Investment Company Act of 1940 in the First American Funds, Inc. family (the "First American Funds") are distributed and underwritten by Bank's affiliate, Quasar Distributors, LLC.
- 17.2.2 Bank's affiliate, U.S. Bancorp Asset Management, Inc., serves as the funds' investment advisor and provides shareholder services. Bank provides custody services to the funds, and Bank's affiliate, U.S. Bancorp Fund Services, LLC, provides accounting, administration, and transfer-agent services.
- 17.2.3 Compensation paid to Bank and its affiliates by the First American Funds as well as other fees and expenses of the funds are detailed in the prospectuses.
- 17.2.4 Shares of registered investment companies are not deposits or obligations of, or guaranteed by, any bank, including any bank affiliated with U.S. Bancorp. Nor does the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other governmental agency insure such products. An investment in such products involves investment risks, including the possible loss of principal, due to fluctuations in each product's net asset value.
- 17.3 This authorization and direction shall continue in effect with respect to the identified fund should the fund be merged with or into another fund.

18. Representations and Warranties.

- 18.1 Plan Assets. Customer represents and warrants that none of the Assets is an asset of any (i) "plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA"); (ii) "plan" as defined in the Internal Revenue Code of 1986, as amended, (the "Code") Section 4975(e)(1); (iii) entity whose underlying assets include assets of any such "plan" by reason of any such plan's investment in such entity; or (iv) plan or entity not otherwise within this definition that is subject to similar restrictions under federal, state, or local law.
- 18.2 Customer. Customer represents and warrants that Customer (i) is neither an insurer, reinsurer, nor investment company registered under the Investment Company Act of 1940, as amended, (the "40 Act") nor pooled investment vehicle; (ii) is not a trustee of, and has no duty to engage a trustee for, the Assets; (iii) holds good and valid legal title to all Assets; (iv) has the power and requisite authority to execute and deliver this Agreement; and (v) is duly authorized to, and has taken all action necessary to authorize it to, execute and deliver this Agreement.
- 18.3 Bank. Bank represents and warrants that it (i) is a national banking association; (ii) is duly organized, validly existing and in good standing under the laws of the United States; (iii) has the power and authority to transact the business in which it is engaged; (iv) has the power and requisite authority to execute, deliver and perform this Agreement; and (v) is duly authorized to, and has taken all action necessary to authorize it to, execute, deliver and perform this Agreement.
19. Security Breach. Upon Bank learning of a Security Incident, Bank shall notify the Customer without unreasonable delay and share with Customer all relevant facts as known at the time. As used herein, "Security Incident" means any known loss of or unauthorized disclosure, alteration or destruction of the Customer's account holdings or transaction information. Bank will keep the Customer informed as to the progress of its investigation and response. Representatives of both Bank and Customer shall meet as soon as commercially practicable—but not longer than five (5) business days—following Bank's notification to agree upon a resolution and remediation plan. In the event of a Security Incident, Bank shall: (a) conduct a root cause analysis of the reasons for and circumstances of such Security Incident; (b) use best efforts to implement measures designed to prevent a reoccurrence of Security Incidents of a similar nature; and (c) immediately take all available measures to protect and safeguard the Assets and the Account.
20. Headings for Convenience Only. The section headings and subheadings within this Agreement are for convenience-of-reference only, and do not define, limit, or describe the scope or intent of any provision of this Agreement.
21. Effective Date. This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).
22. Compliance with Laws. Bank shall perform all Services hereunder in conformance with applicable state, local, and federal law, and local codes and requirements. By entering into this Agreement, Bank affirmatively warrants that it is currently in compliance with such laws, and further warrants that during this Agreement, Bank shall remain in compliance therewith.
23. Worker's Compensation. Bank shall at all times during the life of the Agreement subscribe to and comply with the applicable worker's compensation laws, and pay such premiums as may be required thereunder and save Customer harmless from any and all liability arising from, out of, or under said act. It shall also furnish at the time of delivery of this Agreement and at such times as may be requested, a copy of the official certificate or receipt showing the payment hereinbefore referred to.
24. Discrimination. Bank, in the hiring of employees for the performance of services under this Agreement or any subcontract, shall not by reason of race, color, religion, sex, age, handicap, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the agreement relates. Bank or any subcontractor, or any person acting on behalf of Bank or subcontractor shall not in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

25. Disputes. If, at any time, there shall exist any dispute regarding this Agreement or the Account, or Bank is unable to determine, to Bank's sole satisfaction, the proper disposition of all or any portion of the Assets or Bank's proper actions with respect to its obligations hereunder, then Bank may, in its sole discretion, take either or both of the following actions: (i) suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Bank, or (ii) petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction in any venue convenient to Bank, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, disburse into such court, for holding and disposition in accordance with the instructions of such court, all Assets, after deduction and payment to Bank of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Bank in connection with the performance of its duties and the exercise of its rights hereunder. Bank shall have no liability with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Assets or any delay in or with respect to any other action required or requested of Bank.

26. PATRIOT Act. By signing above, Customer acknowledges that it has received the following important information about procedures for opening a new account:

- *To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.*
- *What this means for you: When you open an account, we will ask for your name, address, tax identification number, and other information that will allow us to identify you. We may also ask for identifying documents.*

28. Substitute W-9 Certification. Customer must provide its Tax Identification Number to Bank on the Application for the following W-9 certification to be valid.

IMPORTANT NOTICE: The Internal Revenue Service (IRS) requires that if an account does not have a W-9 certification, 28% of any reportable payment must be withheld and sent to the IRS. Nonresident aliens need to complete a Form W-8 BEN (or similar form) to avoid backup withholding. See your tax advisor for additional information.

Under penalties of perjury, Customer certifies that:

- (1) The number provided to bank is my correct taxpayer identification number (or I am waiting for a number to be issued to me),
- (2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service ("IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding,
- (3) I am a U.S. person, and
- (4) I am exempt from FATCA reporting.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement, and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See www.irs.gov for more information about the W-9 certification and other payments not subject to backup withholding.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATIONS REQUIRED TO AVOID BACKUP WITHHOLDING.

[signature page follows]

IN WITNESS WHEREOF, an authorized officer of each party hereby executes this Agreement on the date stated beneath that party's signature.

U.S. BANK NATIONAL ASSOCIATION

By: _____ Dated: _____

Title: _____

U.S. Mail Address: _____

Email Address: _____

RUSSELL TOWNSHIP

CHARLES E. WALDER

By:  _____ Dated: 4-2-18

Title: FISCAL OFFICER

U.S. Mail Address: P.O. Box 522

8501 Kinsman RD

Novelty, OH 44072

Email Address: cwalder@russellTownship.us

CERTIFICATE OF AVAILABILITY OF FUNDS

It is hereby certified that the amount required to meet the obligations of this contract in the fiscal year in which the contract has been made has been lawfully appropriated for the purposes of the contract and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances, obligations, or certificates now outstanding.


Fiscal Officer Charles Walder

Date: 4-2-18