

EXHIBIT B

COLL-94B

(October 2016)

NC Department of State Treasurer
Attn: Specialized Banking Unit
3200 Atlantic Ave.
Raleigh, NC 27604

ESCROW AGENT AGREEMENT

(For Public Deposits Collateralized Under Dedicated Method)

Triplicate
Original

This Escrow Agent Agreement/Custodial Trust Agreement (also known as form COLL-94B) ("Agreement") made and executed this [redacted] day of [redacted], 20[redacted] by and between [redacted] (the Depository), either the State Treasurer of North Carolina or owner of the account (the "Public Depositor"), and [redacted] (the Escrow Agent/Custodian).

WHEREAS, the Depository receives or holds "Public Deposits," as said term is defined by Title 20, Chapter 7 of the North Carolina Administrative Code (20 NCAC 07)("Public Deposits");

WHEREAS, the Depository is required by North Carolina General Statutes §§ 147-79, 147-69, and Title 20, Chapter 7 of the North Carolina Administrative Code (20 NCAC 07) to collateralize the uninsured Public Deposits of the Public Depositor, and has elected to do so through the Dedicated Method as specified in 20 NCAC 07; and

WHEREAS, the Depository is required by North Carolina General Statute, and Title 20, Chapter 7 of the North Carolina Administrative Code to grant a security interest for the benefit of the Public Depositor by the segregation of "Eligible Securities" (and/or "Eligible Collateral"), as said term is defined by 20 NCAC 07; and

WHEREAS, the Public Depositor and the Depository have both executed a Security Agreement; and

WHEREAS, the Depository per the Security Agreement and pursuant to 20 NCAC 07, is required to execute this Escrow Agent Agreement with the Escrow Agent for the custody of the Eligible Collateral consistent with the terms of the Security Agreement and 20 NCAC 07; and

WHEREAS, the Depository desires to appoint the Escrow Agent and the Escrow Agent desires to act as escrow agent/custodian for the Depository in the conduct of its duties under 20 NCAC 07, all upon the terms and conditions and subject to the limitations hereinafter set forth; and

WHEREAS, the Escrow Agent qualifies to serve as an escrow agent.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, it is mutually agreed between the parties as follows:

1. Transfer of Collateral.
 - a. Subject to North Carolina Administrative Code. All pledging arrangements shall: be in accordance with and subject to the provisions of 20 NCAC 07, be subject to the referenced Security Agreement, and shall be subject to the North Carolina Uniform Commercial Code.
 - b. Initial Transfer. The Depository hereby transfers to the Custodian, on behalf of the Public Depositor, subject to the security interest granted to the Public Depositors under 20 NCAC 07, the collateral described in Collateral Form 95, Collateral Form 96, and the Escrow Agent's report/summary, which are all incorporated herein by reference as amended from time to time (the "Collateral"). The Depository certifies that the Collateral is Eligible Security, subject to the requirements of the Security Agreement between the Public Depositor and the Depository, and North Carolina General Statute §§ 147-79, 147-69, and 20 NCAC 07 adopted pursuant thereto (together, the "Public Deposits Act").
 - c. Agent. The Escrow Agent will, as agent for the Public Depositor, hold perfected collateral securities of the Depository in the name of and for the account of the Public Depositor, providing the Public Depositor with written notice of the pledge of the securities. Escrow Agent will hold all Collateral for the benefit of the Public Depositor and subject to the Public Depositor's direction and control and will comply with entitlement orders originated by the Public Depositor without the Depository's further consent.
 - d. Additions and Substitutions of Collateral. The Escrow Agent will not release any collateral securities or proceeds of maturing securities, nor accept any substitution thereof, **without** written authorization from the Public Depositor. The Depository may, from time to time, transfer to and deposit with the Escrow Agent additional Eligible Securities, to be held

by the Escrow Agent pursuant to the terms of the Security Agreement and 20 NCAC 07; provided written authorization from the Public Depositor is received. Upon transfer or purchase thereof by the Escrow Agent, such additional Eligible Securities shall be subject in all respects to the terms of this Agreement, the Security Agreement and 20 NCAC 07; and the word Collateral, as used in this Agreement, shall include such additional Eligible Securities.

2. Income and Principal. Unless notified of the event of a default of the Depository as provided for herein, all normal income and principal distributions shall be paid to the Depository.
3. Default. Upon receipt of written notice from the Public Depositor of the event of a default pursuant to 20 NCAC 07, the Escrow Agent shall deliver to the Public Depositor the collateral securities, and in addition, any principal or income distributions not yet paid to the Depository.
4. Delivery of Collateral to the Public Depositor. Promptly upon receipt of written statement of the Public Depositor that the Depository is in default, and without need of inquiry as to the validity of such statement, the Escrow Agent shall transfer and surrender to the Public Depositor all or any part of the Collateral, as demanded by the Public Depositor. If the Escrow Agent transfers all of the Collateral held by it hereunder to the Public Depositor, the Escrow Agent shall concurrently therewith, transfer to the Public Depositor all moneys held by it hereunder, and this Agreement shall thereupon terminate in accordance with the terms of Section 9 hereof.
5. Reports. Escrow Agent shall be reporting monthly all securities pledged by the Depository valued at current market value. Therefore, upon the initial transfer of the Collateral under this Agreement, and by the fifteenth day of each month during the term of this Agreement, the Escrow Agent shall provide to the Public Depositor a Depository statement: (1) listing the Collateral held by the Escrow Agent; and (2) stating the aggregate Value (as defined in the next sentence) of the Collateral. The Value of Collateral shall be its market value.
6. Concerning Escrow Agent. Except as otherwise provided herein, the Escrow Agent may accept and act upon instructions from the Depository or the Public Depositor which the Escrow Agent believes to be genuine, given in person, by telephone, or by other means of communication. Correspondence deemed to be genuine which is delivered by fax transmittal may satisfy any requirement of a written notice or authorization. The Public Depositor and the Depository agree that they will not seek to hold the Escrow Agent liable for risk of loss caused in connection with the performance of its duties hereunder except for Escrow Agent's own negligence or willful misconduct. The Custodian's duties shall be determined only with reference to this Agreement and the Public Deposits Act, and the Custodian is not charged with knowledge or any duties or responsibilities in connection with any other document or agreement.
7. Insurance. The Escrow Agent shall, if applicable, at its own expense, maintain at all times during the existence of this Agreement and keep in full force and effect (a) fidelity insurance, (b) theft of documents insurance, (c) forgery insurance and (d) errors and omissions insurance. All such insurance shall be in amounts, with standard coverage and subject to deductibles, as are customary for insurance typically maintained by banks which act as Escrow Agent/Custodian in similar transactions. A certificate of the respective insurer as to each such policy shall be furnished to the Depository, upon request, containing the insurer's statement or endorsement that such insurance shall not be materially altered or terminated prior to receipt by the Depository, by registered mail, of ten (10) business days notice thereof.
8. Resignation. The Escrow Agent shall have the right to resign hereunder by giving written notice of its resignation to the parties at the address set forth herein or at such other address as the parties shall provide, at least thirty (30) business days prior to the date specified for such resignation to take effect (the "Effective Date") and upon the Effective Date all moneys, Collateral, and proceeds of Collateral then held by the Escrow Agent hereunder shall be delivered by it to the successor custodian designated in writing by the parties. As used in this Agreement, the term "business day" means any Monday through Friday, excluding any day on which the parties are authorized or required to be closed under North Carolina State or federal law.
9. Termination. This Agreement shall terminate upon the Effective Date of the Escrow Agent's resignation, or at any time at the option of the Public Depositor by written notice to the Escrow Agent terminating this Agreement and instructing the Escrow Agent to transfer all moneys, Collateral, and proceeds of Collateral then held by it hereunder to the Depository or to a successor custodian. Public Depositor may terminate with notice this Agreement, in whole or in part, with or without cause, at any time, for Public Depositor's convenience
10. Waiver. The waiver by any of the parties to this Agreement of the performance of any provision of this Agreement shall not invalidate this Agreement, nor does it constitute a waiver of any other provision in any way.
11. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect or impair the remaining provisions of this Agreement, and the Agreement shall be construed and enforced as if such provision had not been included.
12. Amendments. No modifications or amendment of or supplement to this Agreement shall be valid or effective unless the same is in writing and signed by all the parties hereto.
13. Entire Agreement. The rights and obligation of the parties and their respective agents, successors and assignees shall be subject to and governed by this Agreement, which supersedes any other understandings, previous discussions, proposal, or agreements, whether oral or in writing between or among the parties. In the event of any conflict between a provision set forth in this Agreement and a provision contained in an attachment or other agreements, this Agreement shall prevail.

