INVESTMENT MANAGEMENT AGREEMENT

THIS INVESTMENT MANAGEMENT AGREEMENT, as may be amended from time to time ("Agreement"), made on <u>March 8</u>, by and between The Texas A&M University System, an agency of the State of Texas ("Client"), and Invesco Advisers, Inc. ("Invesco").

This is to confirm that in consideration of the mutual covenants and agreements hereinafter contained, Client and Invesco hereby agree as follows:

1. APPOINTMENT OF INVESCO AND ACCEPTANCE

Client appoints Invesco as investment manager to manage all of the assets held from time to time in the account (the "Account") established, and maintained with the independent custodian ("Custodian") selected by Client, which Account and Custodian are listed on Exhibit A attached hereto. Client must provide Invesco with reasonable prior written notice of any material changes with respect to the Account or Custodian. The Account shall consist of all assets held therein, whether deposited directly by the Client, received as income or distributions on such assets, or resulting from Account transactions. Invesco accepts its appointment as investment manager pursuant to the terms and conditions set forth in this Agreement. The rights, powers, authorities and duties of Invesco shall be solely and exclusively as provided in this Agreement and under applicable law.

2. DUTIES AND POWERS OF INVESCO

A. Duties

- 1. Invesco shall, in its sole discretion, supervise and direct the investment and reinvestment of the assets in the Account in any and all securities (including money market instruments), contracts, and other investments, whether the issuer or counterparty is organized in or outside of the United States (collectively, "Investments"), consistent with the investment restrictions and/or guidelines approved by Client and attached hereto as Exhibit B, as may be supplemented or amended by Client's written instructions to Invesco from time to time pursuant to Section 13 (the "Investment Guidelines"). Invesco shall act in accordance with the provisions of the Investment Guidelines subject to such limitations as may otherwise be imposed by law. Invesco shall have investment discretion over all assets in the Account and shall determine what portion of the Account, if any, shall be maintained in cash from time to time; provided that Invesco shall not be responsible for management of any cash in the Account (including, without limitation, selection of a cash or short-term investment vehicle).
- 2. Invesco will provide Client with such periodic reports as Client and Invesco may mutually agree, including those described in Exhibits B and G. Reports on the Investments in the Account shall be provided no less frequently than quarterly.

B. Powers

Client hereby appoints Invesco with full power and authority to supervise, direct, make and act upon all investment decisions with respect to the Account, in its sole discretion, subject

only to the terms of this Agreement, and hereby confers, and Invesco hereby acknowledges, the following powers in the performance of Invesco's duties under this Agreement subject to the Investment Guidelines:

- 1. To direct the purchase, sale, exchange, conversion, or other acquisitions or dispositions of Investments held for and on behalf of the Account and to direct the purchase, sale, exchange or conversion of foreign currency in the spot or forward markets for speculative or hedging purposes or as necessary to facilitate transactions in international securities for the Account:
- 2. To vote any Investments; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities; to delegate discretionary powers and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to Investments for and on behalf of the Account; provided, that all such powers shall be exercised by Invesco in its sole and absolute discretion subject only to the terms of this Agreement; provided, further, that Invesco shall not be responsible for filing any bankruptcy, class action litigation or other legal filings on behalf of Client with respect to assets held in the Account from time to time;
- 3. To direct the placement of brokerage orders with respect to assets held for and on behalf of the Account with or through such brokers, dealers, banks or issuers as Invesco may select in its sole discretion, [REDACTED] [REDACTED]
- 4. To use, store, transfer or otherwise process information about the Client or its employees, agents or representatives for the purpose of fulfilling Invesco's obligations under this Agreement, to comply with recordkeeping obligations, and as reasonably necessary for management of the client relationship. [REDACTED]

 [REDACTED]

 Client freely consents to the foregoing on behalf of itself and its employees, agents and representatives; and
- 5. Generally, to do all such acts and to make, execute, acknowledge and deliver any and all such instruments as in the judgment of Invesco may be necessary or desirable to carry out any powers or authority of Invesco under this Agreement.

C. <u>Use of Commingled Vehicles</u>

Client authorizes Invesco to invest, reinvest and redeem all or any portion of the Account in the affiliated or unaffiliated commingled investment vehicles listed on Exhibit C, as amended from time to time (each such vehicle, a "Commingled Fund") to the extent that Client and the Account may be eligible to participate in a Commingled Fund. Commingled Funds may include, but are not limited to the following types of vehicles, whether established or advised by Invesco or an Invesco affiliate or by other businesses, institutions and organizations:

- 1. investment companies registered under the Investment Company Act of 1940, as amended ("1940 Act") (including, without limitation, exchange traded funds);
 - 2. Bank collective trust funds described in Section 3(c)(11) of the 1940 Act;
- 3. Bank common trust funds described in Section 3(c)(3) of the 1940 Act; and
- 4. Private, unregistered investment vehicles described in Sections 3(c)(1) or 3(c)(7) of the 1940 Act.

Invesco shall provide Client with copies of the offering document(s) and subscription or participation document(s) for such Commingled Fund (collectively, the "Fund Documents"). By virtue of including a Commingled Fund on Exhibit C, Client shall be deemed to have made all investor representations, warranties and covenants contained in the Fund Documents with respect to each Commingled Fund on Exhibit C, as amended from time to time, including, but not limited to, representations, warranties and covenants that:

- (x) the investment of the Account assets in such Commingled Fund has been duly authorized and approved by Client; and
- (y) Client has received, thoroughly reviewed and understood the Fund Documents for such Commingled Fund and has had the opportunity to ask questions of and receive answers from Invesco concerning the terms and conditions of the offering(s) described in the Fund Documents, and to obtain any additional information necessary to verify the information contained in the Fund Documents or otherwise related to the proposed activities of such Commingled Fund. Based upon such review, Client has determined that Client's investment in such Commingled Fund is consistent with its investment purposes, objectives and cash flow requirements and will not adversely affect Client's overall need for diversification and liquidity.

[REDACTED]

[REDACTED]

D.

E. Proxy Voting

Invesco is authorized to vote any proxies relating to securities held in the Account, in the best economic interest of Client and in accordance with Invesco's Proxy Voting Policies and Procedures as they may exist from time to time, unless Client has notified Invesco that all such authority is expressly reserved by Client. The Proxy Voting Policies and Procedures are summarized in Part 2 of Invesco's Form ADV, as amended. Upon request, Client may obtain a full copy of Invesco's Proxy Voting Policies and Procedures and information related to how votes were cast for proxy matters related to the Account.

3. <u>DUTTES OF CLIENT</u>

A. Investment Guidelines

Client shall provide any Investment Guidelines to Invesco in writing. Any amendments to the Investment Guidelines which are communicated from time to time in writing in accordance with Section 13 below shall become a part of this Agreement when received by Invesco and may thereafter be relied upon by Invesco in performing its duties and exercising its powers under this Agreement. Client will instruct Custodian to provide account statements to Client and Invesco no less frequently than quarterly, which shall include: (i) the amounts of each security and all funds in the Account at the end of the applicable period; and (ii) all transactions in the Account during that period. Client also will instruct Custodian to provide Invesco with such other periodic reports concerning the status of the Account as Invesco may reasonably request from time to time.

B. Authority to Act for the Client

Client shall provide to Invesco, on Exhibit D, a list of all individuals, including their specimen signatures (each, a "Client Representative"), who are authorized, individually and without the consent of any of the other Client Representatives, to act on Client's behalf in all respects (including, without limitation, the right to give directions, notices, instructions and consents) in connection with the Account and this Agreement. Invesco shall be entitled to deal with and rely on instructions reasonably believed to have been given by any and all such Client Representatives as though it were dealing with the Client directly.

It shall be the responsibility of Client to update such information as necessary from time to time, and Invesco shall be entitled to rely on the information so provided with no duty of further inquiry.

C. Additional Information

Client shall provide Invesco with such information as Invesco may reasonably require from time to time in order for Invesco to comply with applicable laws and regulations.

4. **COMPENSATION**

As compensation for performing services hereunder, Client shall pay Invesco the fees set forth on Exhibit E attached hereto. [REDACTED] [REDACTED]

[REDACTED] If this

Agreement is terminated, all fees due to Invesco shall be prorated to the date of termination.

5. TRANSACTION PROCEDURES

All transactions will be consummated by payment to, or delivery by, Client, or the Custodian, of all cash and/or securities due to or from the Account. Invesco shall not act as custodian for the Account, but may issue such instructions to the Custodian as may be appropriate in connection with the settlement of transactions initiated by Invesco pursuant to the terms of this Agreement. Invesco's instructions to Client or Custodian shall be made in writing or electronically or, at the option of Invesco, orally and confirmed in writing or electronically as soon as practicable thereafter, and Invesco shall instruct all brokers and dealers executing orders on behalf of the Account to forward to Client and/or Custodian copies of all confirmations promptly after execution of transactions. The physical possession of any asset in the Account will at all times be held, controlled, and administered by Custodian, except when securities are held by a seller pending delivery to or in the hands of a transfer agent. Invesco will have no responsibility or liability with respect to the collection, physical acquisition, possession or the safekeeping of any asset(s) of the Account, all of which will be the sole obligation of Custodian. Brokerage commissions, dealer spreads and other costs associated with the purchase or sale of securities, Custodian fees, interest, taxes and other Account expenses shall be the responsibility of Client. In the event that sub-custody arrangements must be made in countries outside the United States, Client will instruct Custodian to cooperate with Invesco to establish those arrangements.

6. TRADE EXECUTION AND ALLOCATION

Invesco will place orders for the execution of portfolio transactions for the Account and will seek to obtain best execution of trades for Client in accordance with Invesco's trade execution policies set forth in Part 2 of Invesco's Form ADV, [REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. CONFIDENTIAL RELATIONSHIP

Except as otherwise provided in this Section 8, all information and advice furnished by Client or Invesco to the other, with respect to the Account, or other matters pertaining to this Agreement, shall be treated as confidential and shall not be disclosed to third parties except (i) as required by law, including, but not limited to, the Texas Public Information Act, rule or regulation, (ii) as requested by a regulatory authority, (iii) for disclosures by either party to its legal counsel, accountants or other professional advisers, (iv) as necessary to carry out the responsibilities set forth in this Agreement, or (v) as otherwise expressly agreed by the parties. With prior written permission, Client hereby consents to the use of Client's name in Invesco's sales and marketing material solely for the purpose of identifying Client as an Invesco client. Such use of Client's name may be by itself or part of a list of Invesco's clients. Invesco will update such material on a periodic basis, and Client may request at any time that its name be removed from the material upon reprinting.

Invesco acknowledges that Client is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. Upon Client's written request, Invesco will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Client in a non-proprietary format acceptable to Client. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Client has a right of access. Invesco acknowledges that Client may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code. Notwithstanding the preceding sentence, Client will give prior notice to

Invesco before making any provisions of this Agreement public and provide Invesco with the opportunity to request certain information be redacted, to the extent such redaction is permitted under applicable law.

9. <u>INVESCO REPRESENTATIONS AND WARRANTIES</u>

Invesco represents and warrants that:

- (a) Invesco is a registered investment adviser under the Investment Advisers Act of 1940, as amended ("Advisers Act");
- (b) Invesco has provided Client a complete listing of parent organizations and any direct or indirect subsidiaries of Invesco;

(c) [REDACTED] [REDACTED]

[REDACTED]

(e) [REDACTED]

- (f) Invesco maintains all registrations, licenses, filings, authorizations, consents, examinations and other governmental approvals necessary for Invesco to perform its obligations under this Agreement (collectively "Applicable Licenses"). [REDACTED]
 [REDACTED]
- (g) [REDACTED]

(h) [REDACTED]

(i) [REDACTED]

- (b) Invesco has full power and authority to enter into this Agreement and the persons executing this Agreement on behalf of Invesco have full power and authority to execute this Agreement; and
- (c) This Agreement has been duly authorized and when executed and delivered will be binding upon Invesco. [REDACTED] [REDACTED]

10. CLIENT REPRESENTATIONS AND WARRANTIES

A. Client represents that:

- 1. Client has authority to enter into and perform this Agreement and the persons executing this Agreement on behalf of Client have full power and authority to execute this Agreement and to appoint Invesco as investment manager for the Account;
- 2. this Agreement, when executed and delivered, will bind Client in accordance with its terms;
- 3. the terms of this Agreement do not violate any obligation by which Client is bound by contract, operation of law or otherwise;
- 4. if action was required to authorize Client to enter into this Agreement, such action has been taken by a duly authorized representative of Client;

5. Client is:

- (a) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933 (the "1933 Act"),
- (b) an "accredited investor" as defined in Regulation D under the 1933 Act;
 - (c) a "qualified purchaser" as defined in Section 2(a)(51) of the 1940 Act;
- 6. Client has received Part 2 of Invesco's current Form ADV, as amended;
- 7. Client has appointed no other investment manager with respect to the assets in the Account;
 - 8. Client has provided the following to Invesco:
 - (a) on Exhibit D, a list of all Client Representatives, and

- on Exhibit F, a list of all securities in which Account assets may not be invested or with respect to which there are limitations on investments, and Client shall notify Invesco promptly, in writing, of any change in such lists:
- Any documents or information provided to Invesco pursuant to this Agreement (including information contained in the schedules hereto) are true, accurate and complete, and Invesco shall be entitled to rely thereon unless and until notified in writing to the contrary by Client;
 - 10. Client is not an "investment company" as defined in the 1940 Act:
 - 11. Client will provide, to the best of its ability, at least ten day's prior notice of any significant withdrawals from the Account (more than 10% of the total Account at the time of the withdrawal); and
 - Client acknowledges that Invesco is not responsible for the accuracy of information provided by Client.
- Client shall notify Invesco in writing before or immediately upon the occurrence, or if it knows or has reason to know of the occurrence or likelihood of the occurrence, of any event that causes a change in the representations hereunder or which makes participation in collective trust funds unlawful or unsuitable for the Client.
- Client represents and agrees that Client has provided, or will provide, to Invesco all appropriate documentation concerning the Account. In addition, Client will furnish Invesco with copies of any amendments to or modifications of any such document, opinion or other instrument as shall be executed from time to time.

11. DURATION OF AGREEMENT: ENTIRE AGREEMENT

This Agreement will remain in effect until terminated by either party hereto in accordance with Section 12 below. This Agreement constitutes the entire agreement between Invesco and Client, and supersedes any prior agreements or understanding with respect to the subject matter hereof.

12. TERMINATION; PROHIBITION AGAINST ASSIGNMENT

A. Termination and Survival

A party to this Agreement may terminate this Agreement [REDACTED]

[REDACTED] Upon any termination of this Agreement, Invesco shall have no further obligations hereunder, provided that termination will not affect liabilities or obligations of either party relating to transactions initiated before termination.

Upon termination, it is Client's responsibility to issue written instructions regarding the assets in the Account. These instructions must include the following information: (i) termination date; (ii) method of termination (liquidation, transfer in kind, or a combination of the two methods); (iii) a cease trading date, if other than the termination date; (iv) the identity of a transition manager

or other third party involved with the termination of the Account, if applicable; (v) the Account(s) being terminated; (vi) any additional special instructions; (vii) an authorized Client signature.

Termination will not affect commitments actually made for Client prior to such notice.

B. Assignment

[REDACTED]

13. AMENDMENTS

The terms of this Agreement may be altered or amended from time to time by the mutual written agreement of the parties to this Agreement. Notwithstanding the foregoing, Client may supplement or amend the Investment Guidelines upon written notice to Invesco; provided such supplement or amendment becomes effective only upon Invesco's written acknowledgment of its receipt of such amendment.

14. NOTICES

All notices, requests and demands after the date of this Agreement, shall be in writing and shall be deemed given if delivered personally, if mailed (by registered or certified mail, return receipt requested and postage prepaid), if sent by overnight courier service for next business day delivery, by facsimile transmission, or by electronic transmittal with return receipt, to the appropriate address for each party set forth below or such other address as may be given in a notice sent to the other party hereto in accordance with this Section 14. Such communication shall be effective immediately (if delivered in person or by confirmed facsimile), upon the date acknowledged to have been received in return receipt if mailed or electronically transmitted, or upon the next business day (if sent by overnight courier service). Any changes to these notice instructions shall be delivered in writing by the party instituting the change to the other party.

Invesco Advisers, Inc.

[REDACTED]

The Texas A&M University

Name of Client:

System

Attention: Address:

Maria L. Robinson

301 Tarrow, 5th Floor

College Station, TX 77840

Telephone:

979-458-6330

Facsimile:

979-458-6247

E-mail:

mrobinson@tamus.edu

Invesco is authorized to send all other communications and documents required to be given under this Agreement or by law (such as Form ADV) by any means permitted by applicable regulation, including, as applicable, in person, by U.S. mail, by overnight mail, by facsimile transmission, by electronic mail, by web site or other internet postings, or by other widely-used electronic medium. By consenting to the electronic delivery of all information

related to Client's Account, Client authorizes Invesco to deliver all communications by email at the electronic address listed above or by other electronic means. Client will promptly notify Invesco if Client's electronic address changes. Client retains the right to request information required to be provided by law in paper and such request would not be a revocation of the authorization to receive information electronically.

15. LIABILITY

A. Standard of Care

[REDACTED]

B. Limitation of Liability

Client agrees that Invesco shall not be liable for (1) any loss suffered by reason of any investment decision, recommendation, or other action taken or omitted in good faith and in accordance with the standard described in Section 15.A. above; (2) any loss arising from Invesco's adherence to Client's instructions or its compliance with the Investment Guidelines; or (3) any act or failure to act by the Custodian, by any broker or dealer to which Invesco directs transactions for the Account, or by any other third party. Invesco will manage only the Investments held in the Account, and in making investment decisions for the Account Invesco will not consider other securities or assets held by Client.

16. GOVERNING LAW: FORUM

The validity, construction and operation of this Agreement shall be governed by the laws of the State of Texas, without regard to conflicts of law principles, except where pre-empted by federal law. Venue for any action brought by any party thereto concerning the subject matter of this Agreement shall be in Brazos County, Texas.

17. <u>DISPUTE RESOLUTION</u>

To the extent that Chapter 2260, Texas Government Code, as it may be amended from time to time, is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General, shall be used by Invesco and Client to attempt to resolve any claim for breach of contract made by Invesco that cannot be resolved in the ordinary course of business. Invesco shall submit written notice of a claim of

breach of contract under this Chapter to the Chief Investment Officer and Treasurer of Client, who shall examine Invesco's claim and any counterclaim and negotiate with Invesco in an effort to resolve the claim.

18. ANTI-MONEY LAUNDERING

Client agrees to provide promptly any information (documentary) or non-documentary) deemed necessary by Invesco in its sole discretion to comply with Invesco's anti-money laundering compliance programs and related responsibilities as they may exist from time to time. Client represents that Client, any person controlling or controlled by Client, any person having a beneficial interest in Client or any person for whom Client is acting as agent or nominee in connection with the Account assets, is not (i) an individual, entity or organization identified on any U.S. Office of Foreign Assets Control "watch list" and does not have any affiliation of any kind with such an individual, entity or organization; or (ii) a senior foreign political figure¹, an immediate family member of a senior foreign political figure² or a close associate of a senior foreign political figure³. Investor represents that Investor is not a person or entity resident in or whose subscription funds are transferred from or through a jurisdiction identified as noncooperative by the U.S. Financial Action Task Force. If Client is a non-U.S. banking institution (a "Foreign Bank") or if Client receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, Client represents and warrants that: (i) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (ii) the Foreign Bank employs one or more individuals on a full-time basis; (iii) the Foreign Bank maintains operating records related to its banking activities; (iv) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (v) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate. Finally, Client represents that the funds to be invested in the Account were not derived from activities that may contravene U.S. or non-U.S. anti-money laundering laws or regulations.

19. VALIDITY AND SEVERABILITY; INTERPRETATION

In the event that any court having competent jurisdiction shall determine that one or more of the provisions contained in this Agreement shall be unenforceable in any respect, then such provision shall be deemed limited and restricted to the extent that such court shall deem it to be enforceable, and as so limited or restricted shall remain in full force and effect. In the event that any such provision or provisions shall be deemed wholly unenforceable, the remaining

A "senior foreign political figure" is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a "senior foreign political figure" includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

² "Immediate family" of a senior foreign political figure typically includes the figure's parents, siblings, spouse, children and in-laws.

A "close associate" of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

provisions of this Agreement shall remain in full force and effect. Each party understands and has had the opportunity to review this Agreement with legal counsel; this Agreement shall not be subject to any rule of construction interpreting it against the party primarily drafting it.

20. WAIVER

The waiver by any party of a breach of any provision or condition of this Agreement shall not operate or be construed as a waiver of any other breach or an assent to a failure to comply with a condition or provision of this Agreement.

21. FORCE MAJEURE

In addition to the limitation of liability set forth in Section 15(B), Invesco shall not be liable for any losses, claims or damages arising out of or relating to Invesco's failure to perform under this Agreement if such failure arises out of or relates to causes beyond Invesco's control and without Invesco's fault or negligence. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of any foreign, international, federal or state government (including all subdivisions thereof) in such government's sovereign capacity, fires, floods, earthquakes and other natural disasters.

22. <u>COUNTERPARTS</u>

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and same instrument. A facsimile copy or image of any executed counterpart hereof shall have the same legal effect as the original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

CLIENT: SYSTEM	THE TEXAS A&M UNIVERSITY			
Ву:	Maria & Rolunson			
Title:	Chief Investment Officer & Treasure			
INVESCO	ADVISERS, INC.			
By:				
Title:	<u> </u>			

provisions of this Agreement shall remain in full force and effect. Each party understands and has had the opportunity to review this Agreement with legal counsel; this Agreement shall not be subject to any rule of construction interpreting it against the party primarily drafting it.

20. WAIVER

The waiver by any party of a breach of any provision or condition of this Agreement shall not operate or be construed as a waiver of any other breach or an assent to a failure to comply with a condition or provision of this Agreement.

21. FORCE MAJEURE

In addition to the limitation of liability set forth in Section 15(B), Invesco shall not be liable for any losses, claims or damages arising out of or relating to Invesco's failure to perform under this Agreement if such failure arises out of or relates to causes beyond Invesco's control and without Invesco's fault or negligence. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of any foreign, international, federal or state government (including all subdivisions thereof) in such government's sovereign capacity, fires, floods, earthquakes and other natural disasters.

22. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and same instrument. A facsimile copy or image of any executed counterpart hereof shall have the same legal effect as the original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers or agents as of the day and year first above written.

CLIENT: SYSTEM	THE TEXAS A&M UNIVERSITY					
By:						
Title:						
INVESCO ADVISERS, INC.						
By:	MUL					
Title:	<u>C10</u>					

EXHIBIT A

CUSTODIAN AND ACCOUNT INFORMATION

Refer to the Letter of Instruction attached to Exhibit B for custodian and account information

EXHIBIT B

INVESTMENT GUIDELINES

Refer to the Letter of Instruction attached hereto and certified as received by the Invesco (the "Letter of Instruction"), for Investment Guidelines.

EXHIBIT C

AUTHORIZED COMMINGLED FUNDS AS DEFINED IN SECTION 2.C

[REDACTED]

EXHIBIT D

CLIENT REPRESENTATIVES AS DEFINED IN SECTION 3.B

Name: <u>Title:</u> <u>Signature:</u>

Maria L. Robinson Chief Investment Officer & [REDACTED]

Treasurer

Elaine N. Welch Manager Banking/Investment [REDACTED]

Operations

Date updated: 2/8/20/6

EXHIBIT E

COMPENSATION

[REDACTED]

EXHIBIT F

RESTRICTED SECURITIES AS DESCRIBED IN SECTION 10(A)(7)(b) OF THE AGREEMENT

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Date updated:

EXHIBIT G

STANDARD REPORTS TO CLIENT

[REDACTED]

Anti-Money Laundering Supplement

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/entity that opens an account.

You (the "Investor") must complete this supplement (the "Anti-Money Laundering Supplement") in order to become an Investor as described in the Investment Management Agreement of the Fund. You will not be deemed an Investor until all of the required documentation listed below is received by Invesco. Note that exceptions to any of the following requirements may only be made with the consent of Invesco. For additional information, please contact Invesco.

Please check the box next to the type of investor being established and provide the requested

Account type - Entity

docu	documentation or information.			
	Publicly traded company. – Please provide the ticker symbol -			
	Regulated by federal functional regulator, including banks, broker-dealers and insurance companies. Please provide name of regulator:			
	A retirement plan under ERISA (401) or a state or local government retirement plan (457).			
	Corporation – Please provide copies of articles of incorporation or governing by-laws for the entity.			
	Trust - Please provide copy of trust documents or certificate of incumbency.			
	Partnership – Please provide a copy of the partnership agreement or certificate of limited partnership.			
	Other Type of Entity: agency of the State of Texas (public un	niversity system)		
Acco	Account type - Individuals			
Indiv	Individuals opening accounts must provide the following materials/in	nformation to the Trust:		
•	A government issued form of picture ident	ification (e.g., passport).		
•	• Date of birth			
•	Residential Address			
•	Social Security Number			