



COLLATERAL ACCOUNT CONTROL AGREEMENT (TD BANK)

PO Box 2760 ■ Omaha, NE 68103-2760

Fax: 866-468-6268

Email: Collateral@tdameritrade.com

Account #: _____

Questions? Call a Client Services Representative at 800-669-3900.

The Pledgor must select one of the following options:

- ☐ Pledge an existing account:
 - Provide the account number for the existing account
 - Complete this Collateral Account Control Agreement
- ☐ Open a new Pledged account and fund it with an internal journal from an existing TD Ameritrade Account:
 - Complete an Account Application or Duplicate Account Request Form
 - Complete a Letter of Authorization to fund the Account
 - Complete this Collateral Account Control Agreement
- ☐ Open a new Pledged account and fund it with a transfer from another brokerage firm:
 - Complete an Account Application or Duplicate Account Request Form
 - Complete an Account Transfer form and attach a copy of a recent statement for the contra firm account
 - Complete this Collateral Account Control Agreement

Date:

To: TD Ameritrade, Inc.
New Accounts Department
PO Box 2760
Omaha, NE 68103-2760

Account Number:

Full Legal Name:

Important Information for the Pledgor

- Check writing, debit cards, margin, instructions to move or transfer money, and options are not authorized for accounts pledged as collateral ("Account"). To comply with the terms and conditions of this Collateral Account Control Agreement ("Agreement"), these features will be removed/disallowed for the Account. A client may reapply for those removed/disallowed features once the pledge is satisfied.
- All outstanding checks and debit card transactions must be satisfied prior to pledging an existing account. By completing this Collateral Account Control Agreement, the pledgor attests that there are no checks or debit card transactions outstanding for the pledged account.
- All assets contained within a pledged account are subject to the terms and conditions of Agreement and cannot be removed without Lender approval.

This document will evidence the agreement by and among TD Ameritrade Clearing, Inc. and TD Ameritrade, Inc. (collectively "TD Ameritrade"), **TD Bank, N.A.** ("Lender"), and _____ ("Pledgor")

concerning cash brokerage account number _____ (TD Ameritrade Account Number), any successor accounts, and all other property exchanged or substituted for the Account (collectively, the "Account") established with TD Ameritrade. It shall be in TD Ameritrade's sole discretion whether to open any Account, and Lender and Pledgor agree to provide TD Ameritrade information, consistent with applicable laws, rules, and regulations, to make such determination.

WHEREAS, Lender and Pledgor have previously entered into a security agreement (the "Collateral Agreement") pursuant to which Pledgor granted to Lender a security interest in, among other things, the Account, and all financial assets credited to the Account, all security entitlements with respect to the financial assets credited to the Account, any and all other investment property or assets maintained or recorded in the Account and all replacement or substitutions for, and proceeds of the sale or other disposition of, any of the foregoing, including without limitation, cash proceeds (hereinafter collectively referred to as the "Collateral").

WHEREAS, TD Ameritrade, in its capacity as "securities intermediary," has established the Account as a "securities account" under the New York Uniform Commercial Code (the "UCC") and it is the intent of the parties hereto that all property, including without limitation, cash, certificates of deposit, and mutual funds, at any time held in the Account is to be treated as a "financial asset".

WHEREAS, TD Ameritrade, Lender, and Pledgor are entering into this Agreement to provide for the control of the Collateral in order to perfect the Lender's security interest in the Collateral.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings herein contained, and intending to be legally bound, the Lender, Pledgor, and TD Ameritrade hereby agree:



1. Establishment of Collateral Account

The Account will be maintained by TD Ameritrade under the Pledgor's name and include "TD Bank as secured party" within the account title.

TD Ameritrade hereby agrees with the Pledgor and Lender that: (i) the Account is a "securities account" (within the meaning of Section 8-501(a) of the UCC) in respect of which TD Ameritrade is a "securities intermediary" (within the meaning of Section 8-102(a)(14) of the UCC); (ii) each item of property (whether cash, a security, an instrument or any other property) credited to the Account shall be treated as a "financial asset" (within the meaning of Section 8-102(a)(9) of the UCC); and (iii) the Account and any rights or proceeds derived therefrom are subject to a security interest in favor of the Lender arising under the Collateral Agreement.

TD Ameritrade is hereby authorized to act on trading instructions, to deliver or receive cash or securities in order to effect clearance or settlement of trades, and/or to act on other instructions involving the Account and the Collateral in the Account that may be encountered in the day-to-day administration of the Account (collectively, "Instructions") from the Pledgor or Pledgor's agents (but not the Lender), including, but not limited to, any money manager or financial or investment advisors appointed by Pledgor. Notwithstanding the authorizations herein, Pledgor may not withdraw any Collateral from the Account without the Lender's written consent; TD Ameritrade is not authorized to act on any entitlement order or request to withdraw or distribute any Collateral from the Account given by any party ("Withdrawal Instructions") without the Lender's written consent, except that TD Ameritrade may distribute to Pledgor or any other party in accordance with Pledgor's directions only that portion of the Account which consists of interest and/or cash dividends earned on financial assets maintained in the Account until TD Ameritrade is notified otherwise by Lender.

TD Ameritrade is authorized to charge the Account for all Account-related fees, commissions, and other charges associated with the Account, including but not limited to, asset based fees for brokerage, custody, trade execution, and related services, as well as fees that include TD Ameritrade's services; and to follow its usual procedures in accordance with the client agreement applicable to the Account ("Client Agreement") including, but not limited to, those applicable if the Account should be or become the subject of any writ, levy, order, or other similar judicial or regulatory order or process. Unless otherwise stated in this Agreement, TD Ameritrade will have no obligation to notify Lender prior or subsequent to taking (or failing to take or delaying) any action, including, but not limited to, acting on any Instructions. Further, Lender and Pledgor agree that TD Ameritrade shall not be responsible for any diminution or loss of value of the Collateral in the Account that is attributable to the restricted status or illiquidity of investments in the Account or declines in the market value of the Collateral, including, but not limited to, any diminution or loss due or related to its action (or any delay or failure to act) pursuant to this Collateral Account Control Agreement ("Agreement" or "Control Agreement") or the Client Agreement, unless due to TD Ameritrade's gross negligence or willful misconduct.

2. Lender Exclusive Control Period.

- a. Notwithstanding the foregoing paragraphs, events may arise whereby the Lender will have exclusive control of the Account ("Lender Exclusive Control Period"). The Lender Exclusive Control Period will commence within a reasonable length of time (but not to exceed one [1] Business Day, as defined below) after TD Ameritrade receives a written notice from Lender in the form of Attachment 1 ("Notice of Commencing Lender Exclusive Control Period"). No further consent from, or any prior or subsequent notice to, Pledgor is necessary and TD Ameritrade is under no obligation to determine the validity of the Notice of Commencing Lender Exclusive Control Period or of any Instructions issued by Lender. The parties agree that the Notice of Commencing Lender Exclusive Control Period constitutes an "entitlement order" (within the meaning of Section 8-102(a)(8) of the UCC). When used in this Agreement, the term "Business Day" shall mean any day, other than a Saturday or Sunday, on which TD Ameritrade is open for general business.

During the Lender Exclusive Control Period, TD Ameritrade shall comply exclusively with Instructions received from Lender and no other party. Lender will give TD Ameritrade sufficient advance written notice of any change to the Instructions in order to allow TD Ameritrade to act on such changes.

- b. During the Lender Exclusive Control Period, the Lender may issue Instructions to withdraw or disburse cash or securities, or both, out of the Account, other than for the purpose of effecting the clearance or settlement of a trade in the Account. TD Ameritrade shall comply with Withdrawal Instructions issued by Lender, without further consent from, or prior or subsequent notice to, Pledgor. TD Ameritrade shall have no duty or obligation to determine the validity of Lender's consent. Upon receipt of the Notice of Commencing Lender Control Period, TD Ameritrade will not accept Instructions from the Pledgor until such time as this Lender Exclusive Control Period ceases. TD Ameritrade will effectuate all Instructions made by Lender during the Lender Exclusive Control Period within a reasonable length of time not to exceed one (1) Business Day. Instructions may be made contemporaneously with TD Ameritrade receipt of a Notice of Commencing Lender Control Period. In the event that Instructions are delivered contemporaneously with TD Ameritrade receipt of a Notice of Commencing Lender Control Period, TD Ameritrade will effectuate the Instructions within a reasonable length of time not to exceed one (1) Business Day after receipt of the Notice of Commencing Lender Control Period.
- c. Notice of Commencing Lender Control Period may be delivered to TD Ameritrade via email. Instructions made during the Lender Exclusive Control Period may be delivered via email or verbally by Lender to TD Ameritrade.
- d. The Lender Exclusive Control Period shall cease within a reasonable time after TD Ameritrade receives a written notice from the Lender.
- e. TD Ameritrade shall have no responsibility or liability to Pledgor for complying with a Notice of Commencing Lender Control Period. TD Ameritrade shall have no duty to investigate or make any determination to verify the existence of an event of default or compliance by either Lender or Pledgor with applicable law, and TD Ameritrade shall be fully protected in complying with a Notice of Commencing Lender Control Period whether or not Pledgor may allege that no such event of default or other like event exists.

3. Pledgor's Risks, Obligations, Representations, and Warranties.

- a. Pledgor understands that Account will be limited to a cash account, without margin, debit card, or check-writing privileges, and Pledgor shall not submit a request to make changes to these features of the Account.
- b. Pledgor understands that not all assets in the Account may be eligible to be collateralized.
- c. Pledgor understands that trading securities in the Account may generate losses which may, in turn, create a collateral call and trigger the Lender Exclusive Control Period. Pledgor shall refer to the Collateral Agreement between Lender and Pledgor for details regarding what may cause Lender to issue a collateral call.

- d. If Lender issues a collateral call and commences the Lender Exclusive Control Period, Pledgor understands that (i) Pledgor may be required to deposit additional eligible securities or funds on short notice, and (ii) Pledgor will not be entitled to instruct TD Ameritrade as to which securities will or will not be sold to meet the call.
 - e. During the Term, as defined below, of this Agreement, Pledgor agrees that it must first obtain written consent from the Lender, and present such consent to TD Ameritrade, before transferring the Account by any method, including but not limited to, ACATs, ACH, wires, debit card, checking, or bill pay.
 - f. Pledgor represents and warrants that (i) the Account is not the subject of any other agreements with a secured party or other lender; (ii) Pledgor will not enter into any other agreement with any other party regarding the Account; (iii) as of the date of this Agreement, the loan related to the Collateral Agreement as between Lender and Pledgor has been a performing loan during the last 12-month period; and (iv) Pledgor will not deposit loan proceeds into the Account or use loan proceeds from the Lender to invest in securities in the Account, or in any other account, whether such Account is held at TD Ameritrade or any other firm.
 - g. Pledgor authorizes TD Ameritrade to send all periodic statements and confirmations, and Account data to Lender, and Lender's agents as applicable. TD Ameritrade will provide Lender view-only online access to Pledgor's Account on a daily basis, and provide the Lender with daily account balance, holdings, transaction, and personally identifiable information via daily electronic file delivery to Lender.
 - h. Notwithstanding the requirements of any applicable law or any investment policy statements, investment objectives, or other applicable investment guidelines and management responsibilities that may be set forth in any agreement between Pledgor and TD Ameritrade or Lender, neither TD Ameritrade nor Lender shall have any duty or obligation whatsoever to monitor asset quality, asset allocation, diversity, composition, value, returns, restrictions, or other characteristics of the Collateral to ensure Pledgor's compliance with any value requirements or other obligations set forth in the security agreement(s) executed by Pledgor granting Lender a security interest in the Collateral. Pledgor remains solely responsible for satisfying any and all value requirements that may pertain to the Collateral at such time and in such manner as may be required. Pledgor recognizes some Collateral may contribute more effectively to Pledgor's value requirements than other Collateral and that some Collateral may be ineligible for purposes of satisfying any such value requirements.
 - i. Pledgor agrees that (i) the value of the Collateral is not guaranteed and the Collateral may lose value, (ii) Pledgor alone is responsible for all market risk to the Collateral, (iii) neither TD Ameritrade nor Lender have guaranteed that the value of the Account shall at any time hereafter, be equal to or exceed Pledgor's value requirement, and (iv) fluctuations in value of the Collateral may result in a Pledgor's need to suddenly and promptly take action to maintain value requirements binding upon Pledgor.
 - j. Pledgor acknowledges that the Lender (TD Bank) is an affiliate of TD Ameritrade; TD Bank is owned and controlled by The Toronto-Dominion Bank, which has an ownership interest in TD Ameritrade's parent company, TD Ameritrade Holding Corporation. Pledgor further acknowledges that Lender will pay TD Ameritrade an ongoing referral fee related to the Account and calculated as a percentage of the interest charged by Lender. TD Ameritrade has relationships with at least one other financial institution that provide similar lending capabilities and, based on the size of the loan, may pay TD Ameritrade a higher or lower referral fee.
4. TD Ameritrade Obligations, Representations, and Warranties.
- a. TD Ameritrade will act as custodian for the Account.
 - b. The Account is intended to be a cash account only and TD Ameritrade will not add margin, debit card, bill pay, or checking-writing privileges to the Account. If any of these features exist on the Account TD Ameritrade may remove such features without notice to Pledgor or Lender. TD Ameritrade will prevent any party from withdrawing any Collateral from the Account without the Lender's written consent, and will not comply with any entitlement order (except where issued by a governmental or regulatory body, or as required by law) or request to withdraw any Collateral from the Account without the Lender's written consent.
 - c. TD Ameritrade will provide to Lender view-only online access to Pledgor's Account on a daily basis, and will provide the Lender with daily Account balance, transaction, and personally identifiable information via daily electronic file delivery to Lender.
 - d. TD Ameritrade does not have any duty to monitor trading in the account beyond that required by applicable law; provided however that TD Ameritrade shall note in its books, records, and systems to reflect Lender's security interests in the Collateral as the "entitlement holder" (as defined in Section 8-102(a)(7) of the UCC) with respect to each Account and the property held therein, and shall provide notice thereof to any party making inquiry as to Pledgor's accounts with TD Ameritrade to whom or which TD Ameritrade is legally required or permitted to provide information.
 - e. TD Ameritrade shall not process any further liens, pledges, interests, rights, or obligations on the Collateral, with the exception of government or regulatory orders, and shall take no action inconsistent with TD Bank's priority security interest in the Collateral held in the Account, except for as expressly provided herein. TD Ameritrade shall promptly notify Lender if any other party, including governmental and/or regulatory authorities, asserts any claim to, security interest in, or lien upon any of the Collateral and should TD Ameritrade be legally required to take certain action in contravention of TD Bank's rights to the Collateral, TD Ameritrade shall unless prohibited by law notify TD Bank within two business days of receipt by the TD Ameritrade Risk Department of such request or order so that TD Bank may seek appropriate legal action to protect the Collateral. Notwithstanding anything to the contrary in this section, TD Ameritrade shall not be required to take any actions in violation of any orders issued by regulators or courts of competent jurisdiction and all other obligations herein will remain in full force and effect.
 - f. TD Ameritrade has not entered into a Control Agreement with respect to the Account with any other party and agrees that it will not do so while this Agreement is in effect.
 - g. The Account is maintained with TD Ameritrade in name of the Pledgor and includes the following within the account title "TD Bank as Secured Party."
 - h. TD Ameritrade has no knowledge of any claim to, security interest in, or lien upon any of the Collateral, except: (i) the security interests in favor of Lender; and (ii) TD Ameritrade's liens securing fees and charges, or payment for open trade commitments, as described in this Agreement.
 - i. Any claim to, security interest in, or lien upon any of the Collateral which TD Ameritrade now has or at any time hereafter acquires shall be junior and subordinate to the security interests of Lender in the Collateral, except for TD Ameritrade's liens securing: (i) fees and charges owed by Pledgor with respect to the operation of the Account; and (ii) payment owed to TD Ameritrade for open trade commitments for purchases in and for the Account as detailed in Section 6 below.

- j. TD Ameritrade agrees that, for the purposes of the UCC, its "securities intermediary's jurisdiction" (within the meaning of Section 8-110(e) of the UCC) shall be the State of New York.

5. Lender Obligations, Representations, and Warranties.

- a. Lender represents and warrants that as of the date of this Agreement, payments on the loan related to the Collateral Agreements between Lender and Pledgor are current.
- b. Lender represents and warrants that Lender will only issue to TD Ameritrade a Notice of Commencing Lender Exclusive Control Period if Lender has determined in good faith that an event or default or other authorized event has occurred which entitles Lender to exercise its rights as a secured party with respect to the Collateral in the Account, including without limitation that any value requirements set forth in the Collateral Agreement are or will be breached.
- c. If TD Ameritrade provides written notice to TD Bank pursuant to Section 4.e. and it involves a court order, TD Bank must make reasonable efforts to obtain a court order to protect its interests. If TD Bank does not obtain such a court order, TD Ameritrade may take actions required by the court order.
- d. Contemporaneously with or promptly after Lender's delivery to TD Ameritrade of a Notice of Commencing Lender Exclusive Control Period, Lender shall provide TD Ameritrade the names and signatures of authorized persons who may issue instructions during the Lender Exclusive Control Period.

6. Account Charges.

There shall be sufficient assets in the Account at all times to compensate TD Ameritrade for any commissions or transaction and account fees and charges. Pledgor agrees that TD Ameritrade is entitled to compensation for such commissions or transaction and account fees and charges and TD Ameritrade reserves all rights to collection of such commissions or transaction and account fees and charges granted to it under the Client Agreement. Lender acknowledges and agrees that TD Ameritrade has the right to charge and collect against the Account as set forth in this Agreement and the Client Agreement, and that Lender has no right to the sums so withdrawn by TD Ameritrade. TD Ameritrade acknowledges and agrees that with the exception of TD Ameritrade's rights in the Account with respect to such Account Charges, Lender's security interest in the Account shall have priority over any rights or interest of TD Ameritrade's in the Account.

7. Termination.

The term of this Agreement shall commence upon the full execution of this Agreement and shall continue until terminated, as set forth herein ("Term"). TD Ameritrade or the Lender may terminate the Agreement by providing 30 days' prior written notice to the other remaining parties. Notwithstanding the preceding sentence, upon payment in full of Pledgor's obligations to Lender, Lender shall promptly notify TD Ameritrade in writing of such payment and this Agreement will terminate immediately without any prior written notice. Pledgor may not terminate this Agreement except with the written consent of Lender. Should Pledgor wish to terminate this Agreement, Pledgor shall provide TD Ameritrade with at least 60 days' prior written notice of termination and shall simultaneously provide TD Ameritrade with the prior written consent of Lender. If Pledgor or TD Ameritrade terminates this Agreement in accordance with this paragraph and TD Ameritrade receives written instructions signed by Lender and Pledgor regarding transfer of the Account prior to the effective date of the termination, TD Ameritrade shall comply with those Instructions. If Pledgor or TD Ameritrade terminates this Agreement in accordance with this paragraph due to transfer of Account, but TD Ameritrade does not receive written instructions signed by Lender and Pledgor regarding transfer of the Account prior to the effective date of the termination, Lender (and Pledgor if Pledgor is terminating) agrees that, upon expiration of the termination notice period, TD Ameritrade will close the Account, and transfer all cash and securities (less any fees related to the processing of the transfer) in the Account to Lender.

8. Indemnity.

- a. Pledgor shall indemnify and hold harmless TD Ameritrade, Lender, their affiliates, and the directors, officers, employees, and agents of TD Ameritrade and Lender and their affiliates from and against all claims, actions, disputes, costs, liabilities, damages, and expenses, including, but not limited to, court costs and attorney fees, arising out of, relating to, or concerning this Agreement, except to the extent that a final judgment of a court determines that the claim, action, dispute, cost, liability, damage, or expense was caused solely by TD Ameritrade's or Lender's gross negligence or willful misconduct, respectively. Pledgor's obligations under this paragraph shall survive termination or expiration of this Agreement.
- b. Lender hereby agrees to indemnify and hold harmless TD Ameritrade, its affiliates, and the officers, directors, employees, and agents, of TD Ameritrade from and against all claims, liabilities, and expenses (including reasonable attorneys' fees) arising out of TD Ameritrade's compliance with any Instructions from Lender with respect to the Account except insofar as such claims, liabilities, or expenses are caused solely by TD Ameritrade's gross negligence or willful misconduct, respectively.

9. Limitation of Liability.

- a. TD Ameritrade will not be liable to Pledgor for any expense, claim, loss, damage, or cost ("Damages") arising out of or relating to the performance of TD Ameritrade under this Agreement other than those Damages which result directly from its acts or omissions constituting gross negligence or willful misconduct. In no event will TD Ameritrade be liable for any special, indirect, exemplary, or consequential damages, including, but not limited to, lost profits or trading losses. This paragraph shall survive the expiration or termination of this Agreement.
- b. TD Ameritrade shall not be liable for loss caused directly or indirectly by any exchange or market ruling, government restriction or any "force majeure" (for example, flood, extraordinary weather conditions, earthquake or other act of God, fire, war, insurrection, riot, communications or power failure, equipment or software malfunction), or any other cause beyond the reasonable control of TD Ameritrade, respectively.

10. In the event TD Ameritrade is required by order of any court or governmental or regulatory authority with jurisdiction over TD Ameritrade ("Legal Process") to restrict Pledgor and/or Lender from transacting in or making withdrawals from the Account, TD Ameritrade may comply with the Legal Process, without prior notice to or authorization from the Pledgor or Lender, and TD Ameritrade shall not be liable for any losses incurred due to its refusal to permit transactions or withdrawals in the Account, or its refusal to honor other account instructions from Pledgor and/or Lender in connection with the Legal Process. Further, with respect to Accounts with a Transfer on Death designation, TD Ameritrade shall not permit the Account to be transferred to, or retitled or captioned in the name of, the beneficiary upon the death of the Account owner until TD Ameritrade receives written notification that the loan or credit obligation to Lender is paid in full. Notwithstanding the foregoing, nothing herein shall prohibit TD Ameritrade from accepting Lender's instructions in the event of a default by Pledgor.

11. Except as otherwise stated above, notices under this Agreement shall be in writing and will be given by personal delivery, by overnight courier that obtains a signature upon delivery, or by U.S. certified mail, return receipt requested, postage prepaid, to the addresses appearing below. Notice will be deemed effective on the date it is personally delivered to the addressee or on the date as evidenced by the date the delivery was signed for or as evidenced by the return receipt. The parties may change their address for notice purposes by giving the other parties notice of such change in accordance with this Section. Except as otherwise stated above, notices or other communications, which may be required under this Agreement, are to be sent to the parties at the following addresses or such other addresses as may be subsequently given to the other parties in writing:

Lender

Lending Institution: **TD Bank, N.A.**

Contact Name:

Phone Number:

Street Address:

City:

State:

ZIP Code:

____ _

Pledgor

Full Legal Name:

Street Address:

City:

State:

ZIP Code:

____ _

TD Ameritrade, Inc. and TD Ameritrade Clearing, Inc.:

Mailing Address:
TD Ameritrade, Inc.
New Accounts Department
PO Box 2760
Omaha, NE 68103

12. This Agreement may be amended only by a written notice signed by Pledgor, Lender, and TD Ameritrade; except that commissions, fees, and charges are subject to change by TD Ameritrade upon notice, as required by applicable law, to Pledgor.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

14. This Agreement supplements and is a part of the Client Agreement between Pledgor and TD Ameritrade. This Agreement and the Client Agreement constitute the entire agreement among the parties regarding the subject matter hereof. The Lender will be governed by the Client Agreement to the extent the Lender assumes control over the Account as provided in this Agreement. With respect to TD Ameritrade's obligations under this Agreement, if any of the terms of this Agreement conflict with those of the Client Agreement, as it may be amended from time to time, this Agreement will supersede the Client Agreement only with respect to TD Ameritrade's express obligations under this Agreement. Otherwise, the Client Agreement will control with respect to TD Ameritrade's rights and obligations. For all other matters, this Agreement controls in the event of any conflict between this Agreement and any other document or written or oral statement. Except as otherwise stated above, this Agreement supersedes all prior understandings, writings, proposals, representations, and communications, oral or written, of any party relating to the subject matter hereof.

15. Notwithstanding the foregoing paragraph, neither Pledgor nor Lender may assign any of its rights under this Agreement without prior written notification to TD Ameritrade. Neither Pledgor nor TD Ameritrade may assign any of its rights or obligations under this Agreement without prior written notification to Lender.

16. FOR ALL DISPUTES, THE PARTIES AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY COURT ACTION ARISING AMONG THE PARTIES, WHETHER UNDER THIS AGREEMENT OR OTHERWISE RELATED TO THIS AGREEMENT, AND WHETHER MADE BY CLAIM, COUNTERCLAIM, THIRD-PARTY CLAIM, OR OTHERWISE. THE AGREEMENT OF EACH PARTY TO WAIVE ITS RIGHT TO A JURY TRIAL WILL BE BINDING ON ITS SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THE CLIENT AGREEMENT CONTROL REGARDING ANY DISPUTES SOLELY AS BETWEEN PLEDGOR AND TD AMERITRADE.

17. The failure of a party to insist upon a strict performance of or to seek remedy of any one of the terms or conditions of this Agreement or to exercise any right, remedy, or election set forth herein or permitted by law shall not constitute nor be construed as a waiver or relinquishment for the future of such term, condition, right, remedy, or election, but such items shall continue and remain in force and effect. All rights or remedies of a party specified in this Agreement and all other rights or remedies that a party may have at law, in equity or otherwise shall be distinct, separate, and cumulative rights or remedies, and no one of them, whether exercised by a party seeking enforcement or not, shall be deemed to be in exclusion of any other right or remedy of such party. Any consent, waiver, or approval by a party of any act or matter must be in writing and shall apply only to the particular act or matter to which such consent or approval is given.

18. This Agreement shall be interpreted in accordance with New York law without reference to principles of conflicts of law and shall benefit and be binding upon the parties and their respective successors and assigns. The parties hereby consent to jurisdiction in the State of New York and agree that the courts within New York shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement.

19. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Agreement shall continue in effect.



IN WITNESS THEREOF, the parties by their authorized signatories have signed this Agreement.

Acknowledged and Agreed:


TD Bank, N.A.

Name:	Title:
 Signature:	Date: _____


Pledgor

Name:	Title:
 Signature:	Date: _____
Name:	Title:
 Signature:	Date: _____

TD Ameritrade, Inc.

Name:	Title:
 Signature:	Date: _____

TD Ameritrade Clearing, Inc.

Name:	Title:
 Signature:	Date: _____

ATTENTION: This form is to be used by Lender ONLY when providing TD Ameritrade with notice under the Collateral/Pledged Asset Account Agreement.

ATTACHMENT I

(Executing this letter will commence the Lender Exclusive Control Period described on Page 3 of the Collateral Account Control Agreement, and will restrict trading in the Account.)

Mailing Address:
TD Ameritrade Clearing, Inc.
PO Box 2760
Omaha, NE 68103-2760

RE: (Name of Pledgor)
Account Number:

Ladies and Gentlemen:

Reference is made to the Collateral Account Control Agreement dated _____ (the "Agreement") among (Pledgor), us (the "Lender"), and you regarding the above-described account (the "Account"). In accordance with the Agreement, we hereby give you notice of our exercise of exclusive control of the Account and we hereby instruct you to only accept Instructions regarding the Account from Lender (by the Authorized Persons noted below) and restrict Pledgor from taking action in the Account, including placing trades, until further notice from us as set forth in the Agreement.

Very truly yours,

As Lender

By: _____

Name: _____

Title: _____

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

TD Ameritrade and TD Bank are affiliated through their parent companies. TD Ameritrade, Inc., and TD Ameritrade Clearing, Inc., members FINRA/SIPC. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc., and The Toronto-Dominion Bank.
© 2019 TD Ameritrade.