

# LINE OF CREDIT AND SECURITY AGREEMENT

Supernova Line of Credit account number .....

This SUPERNOVA LINE OF CREDIT AND SECURITY AGREEMENT is entered into as of ....., 20..... (as amended, supplemented, or otherwise modified from time to time, this "Agreement") by the following parties:

- A. Each person signing below as the Borrower (jointly and severally, "Borrower", "you" or "your");
- B. Any person who is providing a lien and security interest in one or more Collateral Accounts (any such person, including Borrower if applicable, is collectively referred to herein as the "Pledgor"); and
- C. Supernova Lending, LLC (together with its successors and assigns, "Supernova", "we" or "us")

By signing below, Borrower and Pledgor (collectively, the "Loan Parties") agree to be bound by the terms and conditions of this Agreement, the Supernova Line of Credit Application, the Investment Advisor Authorization and Agreement, and the securities account control agreement entered into by Pledgor, Supernova and the securities intermediary, custodian, or trustee, as applicable, with respect to the Collateral Accounts (the "Control Agreement"), each of which are hereby incorporated into this Agreement by reference (collectively with the Loan Approval Letter provided to Borrower, the Federal Reserve Form G-3, and any other documentation delivered by Supernova to Borrower or executed by Borrower in connection with the Supernova Line of Credit, the "Line of Credit Documentation").

## 1 Supernova Lending Line of Credit.

Supernova has granted Borrower a revolving line of credit account subject to the terms and conditions of this Agreement (the "Smart Credit"). Except as provided below, the Smart Credit is an uncommitted revolving line of credit account payable **ON DEMAND**. Supernova may, in its sole and absolute discretion, demand full or partial payment of all or a portion of the outstanding balance without cause at any time. The Smart Credit is secured by the eligible securities, commodities, and other property now or hereafter held, carried, or maintained in the Collateral Account(s) identified in Exhibit A attached hereto and the proceeds thereof (the "Collateral").

## 2 Credit Advances.

(a) Borrower may request a credit advance from the Smart Credit at any time (each, a "Credit Advance"). Supernova may provide Credit Advances by ACH credit to the deposit account designated by Borrower or in any other manner Supernova agrees from time to time, including but not limited to wire transfer, check drawn against the Smart Credit, or letter of credit. Credit Advances provided by wire transfer may be subject to a \$10 wire fee. The minimum amount of each Credit Advance must be \$1,000.00.

(b) Supernova commits to make Credit Advances at its sole discretion upon Borrower's request, with no requirement of additional credit information from Borrower, provided:

- i. the Smart Credit has not been terminated and Supernova has not made a demand for payment;
- ii. the Loan Parties have not breached any representation, warranty, covenant, or agreement under this Agreement;
- iii. the Maintenance Requirement (defined below) is satisfied;
- iv. Supernova's security interest in the Collateral Accounts is not impaired, in the sole determination of Supernova;
- v. the Collateral Accounts have not become subject to any attachment, garnishment, or other legal or tax process;
- vi. the Loan Parties have not become the subject of a bankruptcy or similar proceeding;
- vii. there has not been a material adverse change in Borrower's financial condition, as determined by Supernova in its sole discretion;
- viii. Borrower follows all instructions and requirements for requesting Credit Advances; and
- ix. the aggregate Obligations (defined below) do not exceed the Maintenance Requirement. In the case of a request for a Credit Advance in excess of the Credit Limit, Supernova may provide or decline the Credit Advance in its sole discretion.

## 3 Credit Limit.

(a) The credit limit for your Smart Credit, as determined by Supernova from time to time, is the lesser of: (i) the amount communicated by Supernova to Borrower as the maximum amount of credit allowed under this Agreement, and (ii) the amount available under your Smart Credit at any given time based on Supernova's discretion including its determination of the valuation and acceptability of the Collateral (the "Credit Limit").

(b) Credit Advances may be obtained up to the Credit Limit, subject to Supernova's sole discretion.

(c) If Supernova makes a Credit Advance that exceeds the Credit Limit, this does not prevent Supernova from demanding payment in whole or in part or from refusing to make additional Credit Advances, whether in excess of the Credit Limit or not.

## 4 Promise to Pay; Demand.

Borrower agrees to pay to Supernova all Credit Advances plus all other liabilities and indebtedness incurred in connection with the Smart Credit, including all accrued and unpaid finance charges, any deficiency remaining in any Collateral Account(s) in the event of the liquidation thereof, and all fees, costs (including collection costs and attorney's fees), expenses, and other charges hereunder or under any other Line of Credit Documentation (collectively, "Obligations") immediately upon **DEMAND**.

**All Obligations owing from Borrower to Supernova under this Agreement shall become due and payable immediately upon Supernova's demand. Supernova may demand payment at any time of all or any part of the Obligations, and upon demand and without prior notice, Supernova may exercise its rights and remedies in connection therewith.**

## 5 Payments.

(a) Even if Supernova has not demanded payment, Borrower agrees to make monthly payments of accrued and unpaid finance charges on the date set forth in the monthly statement for the Smart Credit, as further described below ("Monthly Payments"). Borrower may voluntarily repay any or all Credit Advances at any time prior to Supernova's demand without penalty or fee.

(b) All payments on the Smart Credit shall be made in U.S. dollars in immediately available funds. Any payment received by Supernova on a day that is not a Business Day or after 4:00 p.m. Central Time on a Business Day will be deemed received on the following Business Day. "Business Day" means any day other than a Saturday, Sunday, or a day on which the Federal Reserve Bank of Chicago is not open for business. All payments on the Smart Credit shall be applied first to any fees and charges due, then to billed interest due, and then to reduce the total amount of outstanding Credit Advances (the "Outstanding Balance"). If Supernova does not receive a Monthly Payment by the date set forth in the monthly statement or the payment amount Supernova receives is less than the amount of the Monthly Payment as set forth in your monthly statement, Borrower acknowledges and agrees that Supernova may make a Credit Advance to pay such Monthly Payment from the Smart Credit in an amount that, together with any payment Supernova receives from Borrower, is equal to the amount of such Monthly Payment. Borrower understands that if Supernova makes a Credit Advance to pay a Monthly Payment, the amount of such Credit Advance will be added to the Outstanding Balance and will accrue interest based on the interest rate in effect under the Smart Credit and interest will then accrue on the Monthly Payment that is added to the Outstanding Balance, which may result in compounding of interest.

(c) Borrower may elect to make Monthly Payments on the Smart Credit by:

- i. ACH debit from your designated deposit account;
- ii. Check, may be subject to a \$10 check processing fee; or
- iii. Credit Advances against the Smart Credit. All Credit Advances made by Supernova to pay Monthly Payments will increase the Outstanding Balance under your Smart Credit and such Credit Advances will thereafter bear additional interest charges at the applicable interest rates until the Credit Advances are paid in full. Borrower vacknowledges and understands that this may result in compounding of interest.

(d) Borrower will be charged a \$25 returned check fee in the event a check is returned unpaid.

(e) In no event shall the total interest and other fees and charges imposed under this Agreement exceed the maximum amount permitted by applicable law, and any excess shall be refunded to Borrower or credited to the Outstanding Balance.

**6 Variable Interest Rate; Method of Interest Computation.**

All Credit Advances will bear interest at a variable rate based on an index plus a margin. The index is the LIBOR 1-Month as published in The Wall Street Journal, or other commercially available source providing quotations as set forth by Supernova from time to time, on each Monday morning that is a Business Day, or the next Business Day if Monday is not a Business Day, which may be replaced by Supernova with another publicly available index upon prior notice in the event LIBOR is no longer published or becomes unavailable (the "Index"). The margin is a percentage which may be changed by Supernova in its sole discretion upon at least 45 days' notice of any such change and otherwise on such terms and conditions as may be required by applicable law or as stated in the notice (the "Margin"). Supernova will calculate the interest charges for each billing period by first determining the interest charge for each day in the billing period and then totaling the interest charges for all days in the billing period. The interest charge for each day of the billing period will be calculated by multiplying the daily balance for that day by the applicable interest rate in effect that day, and dividing the resulting amount by 360. The daily balance for each day is equal to the beginning Outstanding Balance for that day, plus all new Credit Advances taken that day, less any payments or credits that are applied to reduce the Outstanding Balance. Any amounts owing under this Agreement that are not paid when due may, in Supernova's sole discretion, become a Credit Advance and will thereafter bear interest at the applicable rate until paid in full, which may result in compounding of interest. The billing period begins on the 1st of each month and ends on the last day of the month.

**7 Collateral Requirements.**

In order to comply with state law and to ensure the adequacy and security of the collateral, Supernova may require either that (a) the Collateral Accounts contain a minimum value of Collateral to secure the Credit Advances or (b) the initial Credit Advance exceeds a state minimum initial credit advance requirement. Supernova reserves the right, at its discretion, to require the deposit of additional Collateral in the Collateral Accounts and to set Collateral requirements at a higher or lower amount with respect to particular accounts or classes of accounts, as Supernova deems necessary, in its sole and absolute discretion. In making these determinations, Supernova may consider various factors including, but not limited to, the value of the Collateral Account, liquidity of a position, investment rating, or concentrations of securities in a Collateral Account. Pledgor agrees to maintain Collateral in the Collateral Accounts that has a value at least equal to the amount required by Supernova in its sole discretion (the "Maintenance Requirement"). If Pledgor fails to satisfy the Maintenance Requirement or otherwise to meet a call for additional Collateral in a timely manner with respect to a Collateral Account, some or all of the Collateral held by Pledgor in the Collateral Account may be liquidated. Supernova is entitled to receive duplicates of all notices, confirmations, and statements of the Collateral Accounts.

**8 Lien.**

As security for the performance of Borrower's Obligations and those of any Pledgor under this Agreement or any other Line of Credit Documentation, Pledgor hereby assigns, transfers, pledges, grants, and conveys to Supernova a continuing, first priority lien and security interest in all of its right, title, and interest in the Collateral Accounts. Pledgor will take all actions that Supernova requests or that are reasonably necessary to ensure that Supernova has a continuing perfected first priority lien and security interest in the Collateral Accounts, including but not limited to entering into a control agreement with Supernova. Pledgor acknowledges that Supernova has ultimate control over all instructions made with respect to the Collateral Accounts and if there is a conflict between the instructions Supernova and Pledgor give with respect to the Collateral Accounts, Supernova's instructions will prevail. In enforcing its lien and security interest against any of the Collateral Accounts, Supernova shall have the discretion to determine which Collateral is to be liquidated. Pledgor acknowledges and agrees that Supernova may, without demand and, to the extent permitted by applicable law, without advertisement, notice, hearing or process of law, all of which the Pledgor hereby waives to the extent permitted by applicable law, at any time or times, sell or deliver any or all Collateral held by or for it at public or private sale, at any securities exchange or broker's board or at Supernova's offices or elsewhere, for cash, upon credit or otherwise, at such prices and upon such terms as Supernova deems advisable, in its discretion. Supernova is not responsible for any decrease in the value of the financial assets in the Collateral Account or other Collateral occurring prior to or during liquidation.

**9 Representations, Warranties and Covenants.**

(a) The Loan Parties continuously represent, warrant, and covenant to Supernova that:

- i. Pledgor owns the Collateral Accounts free of any lien or security interest (other than the lien and security interest established under this Agreement and any lien and security interest in favor of the applicable securities intermediary, custodian, or trustee of the Collateral Accounts) and will not pledge the Collateral Accounts to any third party without the prior written consent of Supernova;
- ii. this Agreement constitutes the legal, valid, and binding obligations of the Loan Parties fully enforceable according to its terms and is effective to create a valid and continuing first priority lien and security interest in the Collateral Accounts;
- iii. the Loan Parties have all power and authority to execute and deliver this Agreement and to perform their obligations under this Agreement and the performance and consummation of the transactions under this Agreement have been authorized by all necessary action on their part and do not and will not violate any applicable law, contract, or agreement (including any organizational documents and bylaws) to which they are subject;
- iv. the Loan Parties have obtained any spousal or other consents which may be required by applicable law;
- v. the Loan Parties have and will pay promptly when due all taxes imposed on them and have complied and will comply with all applicable laws, rules, regulations, and ordinances;
- vi. upon request the Loan Parties will provide Supernova with updated financial information and such additional documents or filings as may be requested from time to time to effectuate the purposes of this Agreement; and
- vii. the Loan Parties will provide Supernova with prompt written notice of any change in name, address, or employment, as applicable.

(b) Borrower represents and warrants that:

- i. you have no pending suits or legal actions against you that could have a material adverse effect on your financial condition;
- ii. you have no past due tax obligations;
- iii. you have not received debt forgiveness from any lending or financial institution within the past 3 years;
- iv. Borrower (A) is not the subject of any list-based or territorial sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and (B) is in full compliance with the requirements of the USA PATRIOT Act of 2001, 107 Public Law 56 (October 26, 2001), and other statutes and all orders, rules, and regulations of the United States government and its various executive departments, agencies, and offices related to the subject matter of the USA PATRIOT Act of 2001, including Executive Order No. 13224 effective September 24, 2001, and all other requirements contained in the rules and regulations of OFAC; and
- v. All the information requested in the Line of Credit Application and supplied by Borrower, or subsequently provided by Borrower, is true and accurate, and Borrower agrees to promptly notify Supernova in writing of any material adverse changes to any or all of the information contained in the Line of Credit Application or otherwise, including information relating to Borrower's financial situation. Borrower agrees to provide updated financial or other information to Supernova as may be requested from time to time and agrees to execute and deliver to Bank such additional or supplemental documents as it reasonably deems necessary or appropriate to effectuate this Agreement.

**10 Indemnification.**

Without the necessity of a judicial determination, and whether or not litigation occurs, the Loan Parties jointly and severally agree to indemnify and hold harmless Supernova and its directors, officers, employees, agents, and affiliates (each, an "Indemnified Party") from any and all claims, liabilities, judgments, damages, losses, costs, and expenses of any nature whatsoever (including reasonable attorney's fees and expenses) (collectively, "Losses") in any way related to, or arising out of, or in connection with, directly or indirectly, this Agreement, the Smart Credit, any document or instrument delivered in connection herewith, or the transactions contemplated hereby including without limitation, the grant by Pledgor of a first priority lien and security interest in the Collateral Accounts and any action taken or omitted by Supernova at the request of Borrower or pursuant to instructions provided by Borrower, except to the extent such Losses are determined by a court of competent jurisdiction to have resulted from such Indemnified Party's gross negligence or willful misconduct. The Loan Parties further agree that in no event shall any Indemnified Party be liable to the Loan Parties for any special, indirect, incidental, consequential, or punitive damages arising out of or otherwise relating to this Agreement, the Smart Credit, any document or instrument delivered in connection herewith, or the transactions contemplated hereby including any Credit Advance. No provision in this Agreement or in any other document executed in connection with the Smart Credit and no course of dealing among the parties hereto shall be deemed to create any fiduciary duty by Supernova to the Loan Parties.

**11 Restrictions on Use of Smart Credit.**

The Borrower shall not allow any Credit Advances to be used: (a) to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock; (b) to repay or retire debt used to purchase or carry any margin stock; (c) to repay any debt to Supernova or any affiliate of Supernova (other than as expressly provided in the Agreement); or (d) in connection with any illegal transaction.

**12 Credit Investigation, Negative Credit Report.**

The Loan Parties authorize Supernova or anyone authorized by Supernova to obtain such credit and other reports as Supernova deems necessary or advisable from time to time without notice to verify the accuracy of the information herein, to determine the creditworthiness of the Loan Parties, or for normal account maintenance. The Loan Parties further authorize Supernova to share credit information about the Smart Credit with others, such as a credit reporting agency or a collection agency. Supernova may report information about the Smart Credit to credit bureaus. Late payments, missed payments or other defaults on your Smart Credit may be reflected in your credit report. In addition, the Loan Parties acknowledge and agree that Supernova and its affiliates may share information about the Smart Credit and Collateral Accounts with each other and provide information concerning the Smart Credit and Collateral Accounts to the Loan Parties.

### 13 Communications.

Communications may be sent to Borrower at the address designated in the Line of Credit Application or at such other address as Borrower may hereafter give Supernova in writing, or through your Investment Advisor as designated in the Investment Advisor Authorization and Agreement ("*Investment Advisor*"), and all communications, so sent, whether by mail, facsimile, messenger, or otherwise, shall be deemed given to Borrower personally, whether actually received or not.

### 14 Instruction for Payments.

Supernova may accept instructions from your Investment Advisor in connection with your Smart Credit, regarding, without limitation, payments, interest rate periods and debit/credit entries, and such instructions will be deemed to have been given or made directly by Borrower. Borrower is solely responsible for the accuracy and completeness of all instructions sent to Supernova, including those provided by your Investment Advisor, and Supernova shall have no liability for its good faith reliance on such instructions.

### 15 No Professional Advice.

Borrower acknowledges that Supernova has not and will not provide Borrower with any investment, legal, tax, or accounting advice, that its employees are not authorized to give any such advice, and that Borrower will not solicit or rely on any such advice from Supernova or its employees whether in connection with this Agreement, the Smart Credit, the Collateral Accounts, or otherwise. In making investment, legal, tax, or account decisions with respect to the Smart Credit or any other matter, Borrower will consult with and rely upon its own advisors and not Supernova, and Supernova shall have no liability therefor.

### 16 Investment Advisor Compensation.

Supernova and your Investment Advisor may have a conflict of interest regarding your decision to obtain a Smart Credit, insofar as they and their affiliates earn compensation in connection with your Smart Credit. In addition, the compensation earned by your Investment Advisor may fluctuate with the applicable interest rate and outstanding balance on your Smart Credit. You understand that your Investment Advisor and Supernova may have a financial incentive for you to obtain a Smart Credit as opposed to obtaining other lending products offered by your Investment Advisor or other third party and you hereby knowingly and voluntarily waive any such conflict of interest.

### 17 Recording Conversations.

The Loan Parties acknowledge, understand, and hereby consent to Supernova electronically recording any telephone conversations between the Loan Parties and Supernova.

### 18 Deduction or Withholding for Tax.

All payments required under this Agreement, including but not limited to Monthly Payments and payments upon Supernova's demand, shall be made free and clear and without any deduction or setoff for any taxes, levies, withholding, or liabilities. If any Loan Party is required to deduct any taxes in connection with any amount payable under this Agreement, such Loan Party shall pay the required taxes and increase the payment to Supernova in the amount necessary to preserve the after-tax yield that Supernova would have received had such taxes not been imposed. Upon Supernova's request, the Loan Parties will promptly provide satisfactory evidence of the payment of any taxes with respect to this Agreement.

### 19 Termination.

This Agreement will terminate (a) upon transmittal of a written request from Borrower to Supernova and Supernova's written acceptance of such request, or (b) at Supernova's discretion upon notice to Borrower. Supernova will not honor a request to terminate this Agreement unless and until all Obligations have been paid and satisfied in full, and any request for termination that is granted by Supernova prior to the satisfaction and payment in full of Borrower's Obligations shall automatically be deemed to be expressly conditioned upon the payment and satisfaction in full of all such Obligations by Borrower.

### 20 Joint and Several Liability.

If there is more than one Borrower, their obligations under this Agreement shall be joint and several, regardless of any divorce, separation, or other legal proceedings, or any agreement to the contrary, unless expressly agreed to in writing by Supernova or prohibited by applicable law. Each Borrower is fully responsible for all credit extended pursuant to the Smart Credit. Each Borrower may request Credit Advances to the extent allowed by this Agreement. Each Borrower may request that Supernova cease making Credit Advances by sending Supernova a written notice to that effect (a "Suspension Request"). Upon Supernova's written acceptance of a Suspension Request, Supernova shall have no obligation to make any additional Credit Advances but shall be entitled to convert any interest and other fees and charges due under this Agreement that are not paid at the end of a billing period into a Credit Advance. Supernova's acceptance of a Suspension Request shall not release or otherwise affect Supernova's security interest in the Collateral Accounts or any other right or remedy of Supernova against Borrower hereunder. In its sole discretion, Supernova may reinstate Credit Advance privileges under the Smart Credit following a Suspension Request if each and every Borrower has consented to the same in writing in a form acceptable to Supernova.

### 21 Severability.

If any provision or condition of this Agreement shall be held to be invalid or unenforceable by any court, regulator or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. This includes any provision prohibited by the Military Lending Act for borrowers that are covered by the protections of the Act. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

### 22 Conflicts.

In the event of a direct conflict between the terms of this Agreement and the Smart Credit Application, the Control Agreement or the Investment Advisor Authorization and Agreement, and any other Line of Credit Documentation, the terms of this Agreement shall control.

### 23 Assignment.

Borrower agrees that Supernova may sell, transfer or assign the Smart Credit or a partial interest in the Smart Credit and/or any rights that Supernova has under this Agreement and Line of Credit Documentation, including but not limited to the right to collect any Obligations owing from Borrower, to a third party without Borrower's consent. This Agreement shall inure to the benefit of Supernova's successors and assigns, whether by sale, participation, merger, consolidation, or otherwise. Neither Borrower nor Pledgor may assign any of their rights or obligations under this Agreement.

### 24 State Modifications.

The terms of this Agreement may be modified by the laws of certain states, depending on your residency. Please be aware that to the extent this Agreement conflicts with the laws of certain states, the terms of this Agreement shall prevail unless state law prohibits them from doing so.

### 25 Amendments.

Supernova may amend this Agreement from time to time by sending a notice of such amendment to Borrower. In the event there is more than one Borrower, you agree that notice to any Borrower will be effective to amend this Agreement.

### 26 No Waiver.

This agreement cannot be modified by conduct and no failure on the part of Supernova at any time to enforce its rights hereunder to the greatest extent permitted shall in any way be deemed to waive, modify, or limit the rights granted Supernova hereunder, including those rights vested in Supernova with respect to the Collateral Accounts.

### 27 Extraordinary Events.

Supernova shall not be liable to Pledgor for loss caused directly or indirectly by government restrictions, exchange or market rulings, suspension of trading, war, strikes, or other conditions beyond its control.

### 28 Entire Agreement.

This Agreement constitutes the full and entire understanding between the parties with respect to the provisions herein, and there are no oral or other agreements in conflict herewith. Any future modification, amendment, or supplement to this Agreement or any individual provision herein can only be in the form of a writing signed by the parties.

### 29 Governing Law.

This Agreement and its enforcement shall be governed by the internal laws of the State of Illinois without giving effect to its conflicts of laws provisions.

**30** Arbitration Agreement.

PLEASE READ THE FOLLOWING ARBITRATION AGREEMENT CAREFULLY. BECAUSE THE LOAN PARTIES (REFERRED TO COLLECTIVELY IN THIS SECTION 30 AS "YOU" OR "YOUR") AND SUPERNOVA (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "WE" OR "US") HAVE AGREED TO ARBITRATE ALL DISPUTES (AS DEFINED BELOW), NEITHER PARTY WILL HAVE THE RIGHT TO (A) LITIGATE THAT DISPUTE IN COURT, (B) HAVE A JURY TRIAL ON THAT DISPUTE, (C) PARTICIPATE IN A CLASS ACTION IN COURT EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT WITH RESPECT TO SUCH DISPUTE, OR (D) ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES. THE RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IF YOU ARE A "COVERED BORROWER" AS DEFINED IN THE MILITARY LENDING ACT, WHICH INCLUDES ELIGIBLE ACTIVE DUTY MEMBERS OF THE ARMED FORCES OR THEIR DEPENDENTS, THEN THIS ARBITRATION CLAUSE IS NOT APPLICABLE TO YOU.

You agree that any dispute between you and us (a "Dispute") shall be resolved exclusively by arbitration. A Dispute is any unresolved disagreement between you and us that arises out of or relates in any way to this Agreement. Despite the foregoing, "Dispute" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately preceding sentence, "Dispute" does not include any disagreement about the enforceability, validity, scope or coverage of this arbitration agreement ("Arbitration Agreement") or any part hereof, including the class action waiver, which disagreements are for a court and not an arbitrator to decide. In the event of your default, nothing in this Arbitration Agreement shall preclude us from exercising the lawful remedies of a secured creditor under applicable law, including, but not limited to, exercise of exclusive control, liquidation, and set off.

Unless otherwise agreed to in writing by the parties, the arbitration, including the selecting of the arbitrator, will be administered by JAMS, under its Streamlined Arbitration Rules (the "Rules") by a single neutral arbitrator agreed to by the parties within 30 days of the commencement of the arbitration. In the event that the parties are not able to agree on an arbitrator within 30 days, one will be selected by JAMS.

Any party may initiate the arbitration process by filing the necessary forms with JAMS. To learn more about arbitration, you can call any JAMS office or review the materials at [www.jamsadr.com](http://www.jamsadr.com).

If you initiate the arbitration, you will be required to pay the first one hundred seventy-five dollars (\$175) of any filing fee. We will pay any filing fees in excess of one hundred seventy-five dollars (\$175) and all of the arbitration fees and costs. If we initiate the arbitration, we will pay all of the filing fees and all of the arbitration fees and costs. Each party will bear all of its own attorney's fees and costs except that you are entitled to recover your attorney's fees and costs if you prevail in the arbitration and the award you receive from the arbitrator is higher than our last written settlement offer.

The arbitration shall be held in the location that is most convenient to your residence. If a JAMS office does not exist in the county where you live or JAMS is otherwise unavailable, then the party seeking arbitration may select another accredited arbitration provider with offices close to your residence.

Disputes must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis, and the arbitrator will not award relief for or against anyone who is not a party. In the event the preceding sentence is deemed unenforceable for any reason by an arbitrator or a court of competent jurisdiction, such determination shall automatically render the remaining arbitration provisions (but not the jury trial waiver provisions) of this Section 30 unenforceable as to the affected dispute(s).

Subject to the foregoing provisions regarding attorney's fees and costs, the arbitrator shall have the authority to award any legal or equitable remedy or relief that a court could order or grant under this Agreement. The arbitrator, however, is not authorized to change or alter the terms of this Agreement or to make any award that would extend to any transaction other than yours. All statutes of limitations that are applicable to any dispute shall apply to any arbitration between you and us.

Notwithstanding the provisions of this Agreement specifying Illinois law as a governing law of this Agreement, the arbitration provisions of this Agreement will be governed exclusively by the Federal Arbitration Act (Title 9 of the U.S. Code).

**31** Notice of Military APR

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

To receive the above description of the Military APR orally, "Covered Borrowers," as defined by the Military Lending Act may call Customer Service, toll free, at 877-205-9553.

**32** Acceptance of Line of Credit Agreement and Usage.

After considering the benefits and risks of the use of the Smart Credit, you have determined that it is appropriate based on your financial situations and investment objectives.

BY SIGNING THIS AGREEMENT, EACH BORROWER ACCEPTS THE TERMS OF THE AGREEMENT, AND ACKNOWLEDGES THAT:

- Borrower has read and understood this Agreement (including the Smart Credit Application and Investment Advisor Authorization and Agreement incorporated herein), which details the risk associated with a Smart Credit, and has read and understood the credit terms explained.
- Credit Advances from the Smart Credit will not be deposited into any Collateral Account.
- Credit Advances from the Smart Credit will not be used for the purpose of: (i) purchasing or carrying margin stock; (ii) to meet margin calls relating to securities purchases; or (iii) for reducing or retiring indebtedness incurred to purchase or carry margin stock.
- The initial interest rate being assessed on the Smart Credit and the method of computation of interest have been disclosed to you in writing.
- There is no litigation, action, proceeding or investigation pending or threatened against you that could have a material adverse effect on your financial condition.
- Borrower will not be rendered insolvent by the execution, delivery, and performance of its obligations hereunder or by the consummation of transactions hereunder.

EACH PARTY SIGNING BELOW HEREBY ENTERS INTO THIS AGREEMENT AS OF THE DATE FIRST SET FORTH ABOVE.

*If Borrower is an individual, please sign here:*

..... Borrower	..... Date	..... Borrower	..... Date	..... Borrower	..... Date
..... Borrower	..... Date	..... Borrower	..... Date	..... Borrower	..... Date

*If Borrower is a Trust, please sign here:*

..... Name of Trust	..... Trustee	..... Date
..... Trustee	..... Date	..... Trustee
..... Name of Trust	..... Trustee	..... Date
..... Trustee	..... Date	..... Trustee

### 33 State Disclosures

**California and New York Residents:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be included in your credit report.

**Connecticut Residents: Applicable to Loan Parties entering into non-consumer purpose transactions only:** Each Loan Party expressly acknowledges that the Line of Credit and Security Agreement and each transaction related to it is a "commercial transaction" within the meaning of Chapter 903a of the Connecticut General Statutes, as amended. Each Loan Party hereby voluntarily and knowingly waives any and all rights which are or may be conferred upon it under Chapter 903a of said statutes (or any other federal or state law affecting prejudgment remedies) to any notice or hearing or prior court order or the posting of a bond prior to Supernova obtaining a prejudgment remedy. Each Loan Party acknowledges that it has counsel of its choice with respect to this transaction and the Line of Credit and Security Agreement.

**Missouri Residents: Notice Provided Under Section 432.045 R.S. Mo.: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

**Notice Provided Under Section 432.047 R.S. Mo.: Oral or unexecuted agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable, regardless of the legal theory upon which it is based that is in any way related to the credit agreement. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

**Maine, New York and Vermont Residents:** A consumer credit report may be requested in connection with this application or in connection with updates, renewals or extensions of any credit granted as a result of this application. Upon your request, you will be informed whether or not such a report was requested and, if so, the name and address of the agency that furnished the report.

**Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual on request. The Ohio Civil Rights Commission administers compliance with this law.

**Oregon Residents.** Under Oregon law, most agreements, promises, and commitments made by us concerning loans and other credit extensions that are not for personal family, or household purposes or secured solely by the Borrower's residence must be in writing, express consideration, and be signed by us to be enforceable.

**Rhode Island Residents.** A consumer credit report may be requested in connection with this application or in connection with updates, renewals, or extensions of any credit granted as a result of this application.

**Utah Residents:** You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**Vermont Residents.**

**a. Notice to Borrower:** This is a demand note and so may be collected by the lender at any time. A new note mutually agreed upon and subsequently issued may carry a higher or lower rate of interest.

**b. Notice to Co-Signer:** Your signature on this note means that you are equally liable for repayment of this loan. If the borrower does not pay, the lender has a legal right to collect from you.

**Washington Residents: Applicable to Loan Parties entering into non-consumer purpose transactions only:** ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

**Wisconsin Residents.** No provision of a marital property agreement (including a Statutory Individual Property Classification Agreement pursuant to Sec. 766.587, Wis. Stats.), an unilateral statement under S. 766.59, or a court decree under S. 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. The obligation evidenced by this Agreement is being incurred in the interest of the marriage or family of the Borrower(s) and Pledgor(s), if individuals.

**South Dakota Residents:** Any concerns regarding this loan, or the making thereof, may be directed to the South Dakota Division of Banking at 1601 Harrison Street, Suite 1, Pierre, SD 57501 or 605-773-3421.

**EXHIBIT A  
COLLATERAL ACCOUNTS**

Account Name/Title	Account Number