

Account # _____
Advisor Code _____
Case # _____

The Pledgor must select one of the following options:

- ☐ Pledge an existing account:
- Provide the account number for the existing account
 - Complete this Pledged Asset Agreement for Collateral Loans
- ☐ 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 Pledged Asset Agreement for Collateral Loans
- ☐ 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 Pledged Asset Agreement for Collateral Loans

The Lender must complete the following section:

I certify that the following individual(s) are authorized to act on behalf of _____ (name of the Lender):

Name (First, Middle Initial, Last): _____ Title: _____

Work Street Address: _____

City: _____ State: _____ ZIP Code: _____

Signature:  _____ Date: _____

Name (First, Middle Initial, Last): _____ Title: _____

Work Street Address: _____

City: _____ State: _____ ZIP Code: _____

Signature:  _____ Date: _____

Name (First, Middle Initial, Last): _____ Title: _____

Work Street Address: _____

City: _____ State: _____ ZIP Code: _____


Signature:  _____ Date: _____

Name (First, Middle Initial, Last): _____ Title: _____

Work Street Address: _____

City: _____ State: _____ ZIP Code: _____

Signature: _____ Date: _____

Signature of certifying officer: *  _____ Date: _____

*The certifying officer must be someone other than an authorized individual designated above.



Important Information for the Pledgor

- Check writing, debit cards, margin, Move Money instructions, and options approval higher than buying puts and calls are not authorized for pledged accounts. To comply with the terms and conditions of this Pledged Asset Agreement for Collateral Loans, these features will be removed/disallowed for all pledged accounts. 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 Pledged Asset Agreement for Collateral Loans, 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 the Pledged Asset Agreement for Collateral Loans and cannot be removed without lender approval.

This document will evidence the agreement by and among TD Ameritrade Clearing, Inc. ("Asset Custodian") and TD Ameritrade Institutional, a division of TD Ameritrade, Inc. ("TD Ameritrade Institutional" and collectively with Asset Custodian, "TD Ameritrade"), _____ ("Lender") and _____ ("Pledgor") concerning cash brokerage account No. _____ (TD Ameritrade Institutional Account Number—to be completed by TD Ameritrade Institutional) (the "Account") established with TD Ameritrade. Lender and Pledgor have previously entered into a security agreement (the "Collateral Agreement") pursuant to which a security interest in certain rights and assets of Pledgor is granted by Pledgor to Lender.

WHEREAS, TD Ameritrade has established the Account as a "securities account" under the Uniform Commercial Code.

WHEREAS, TD Ameritrade, Lender, and Pledgor are entering into this agreement to provide for the control of the Account and of the securities entitlements from time to time earned in the Account and to perfect the Lender's subordinate security interest in the Account and in such entitlements.

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 agree as follows:

1. Account. The Account will be maintained by Asset Custodian, and the Account title will include the Lender name followed by "as secured party." TD Ameritrade is hereby authorized (i) 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; (ii) 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 (iii) 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. 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 declines in the market value of the Collateral, including, but not limited to, any diminution or loss due or related to their action (or any delay or failure to act) pursuant to this 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 paragraph, 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 Business Day, as defined below) after TD Ameritrade receives a written notice from Lender in the form of Attachment 1 ("Notice of Commencing Lender 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 Control Period or of any Instructions issued by Lender.

During the Lender Exclusive Control Period, TD Ameritrade shall comply with Instructions received from Lender. "Business Day" means each Monday through Friday, excluding U.S. stock exchange holidays. Lender will give Asset Custodian 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 signed 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 this notice, TD Ameritrade will not accept instructions from the Pledgor until such time as this Lender Exclusive Control Period ceases.
 - c. 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 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. 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 the Asset Custodian, before transferring the Account or withdrawing any monies or securities from the Account by any method, including but not limited to, ACATS, ACH, wires, debit card, checking, or bill pay.
 - c. Pledgor represents and warrants that (i) the Account is not the subject of any other agreements with a secured party; (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 use loan proceeds from Lender to invest in securities in the Account.
 - d. Pledgor authorizes TD Ameritrade to send all periodic statements and confirmations concerning the Account to Lender.
4. TD Ameritrade Obligations.
- a. Asset Custodian 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, or checking-writing privileges to the Account.
 - c. TD Ameritrade will send copies of all periodic statements and confirmations concerning the Account to Lender at the address set forth below.
 - d. TD Ameritrade does not have any duty to monitor trading in the account beyond that required by applicable law.
 - e. 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.
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 Agreement as between Lender and Pledgor are current.
 - b. Contemporaneously with or promptly after Lender's delivery to TD Ameritrade of a Notice of Commencing Lender Control Period, Lender shall provide TD Ameritrade the names and signatures of authorized persons who may issue instructions during the Lender Exclusive Control Period.
 - c. Lender represents and warrants that Lender will only issue to TD Ameritrade a Notice of Commencing Lender Control Period if Lender has determined in good faith that an event of 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.
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 them under the Client Agreement applicable to the Account. Lender acknowledges and agrees that TD Ameritrade has the right to charge the Account as set forth in this Agreement and the Client Agreement(s), as said agreements are amended from time to time, and Lender has no right to the sums so withdrawn by TD Ameritrade.
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 further 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 terminate 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 if Pledgor is terminating) regarding transfer of the Account prior to the effective date of the termination, Lender and Pledgor agree 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, their affiliates, and the directors, officers, employees, and agents of TD Ameritrade 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 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, their 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 if 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 or Lender 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 their 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" (such as, flood, extraordinary weather conditions, earthquake or other act of nature, 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. Notices. All 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 United States 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. Any 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: _____
Contact Name: _____
Telephone Number: _____
Street Address: _____
City, State, ZIP Code: _____

Pledgor: Your Name: _____
Your Street Address: _____
City, State, ZIP Code: _____

TD Ameritrade Institutional and TD Ameritrade Clearing, Inc.: Mailing Address:
TD Ameritrade Institutional
PO BOX 650567
Dallas, TX 75265-0567

11. Miscellaneous.

- a. This Agreement may be amended only by a writing signed by Pledgor, Lender, TD Ameritrade, except that TD Ameritrade commissions, fees, and charges are subject to change by TD Ameritrade Institutional upon 30 days' prior written notice to Pledgor.
- b. 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.
- c. 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. 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 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 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.
- d. Notwithstanding the foregoing paragraph, neither Pledgor nor Lender may assign any of its rights under this Agreement without the prior written notification to TD Ameritrade. Notwithstanding the immediately preceding sentence, TD Ameritrade agree that Lender may assign its rights under this Agreement to the preapproved third-party lending institutions listed in Attachment 2 (which may be mutually amended by the parties from time to time) and shall recognize such institutions as being the assignee and a party to this Agreement upon receipt of written instruction from the assignee and an executed assignment agreement between the original Lender and the proposed assignee.
- e. 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.
- f. 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.
- g. This Agreement shall be interpreted in accordance with Nebraska 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 Nebraska and agree that the courts within Nebraska shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement.
- h. 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:

LENDER:

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

<Letterhead of Lender>

<date>

To: Mailing Address:
TD Ameritrade Institutional
PO BOX 650567
Dallas, TX 75265-0567

RE: <Name of Pledgor>
Account Number: <Account Number>

Ladies and Gentlemen:

Reference is made to the Collateral/Pledged Asset Account Agreement dated _____ (the "Agreement") between [Pledgor], us (the "Lender"), TD Ameritrade Inc. and TD Ameritrade Clearing, Inc., and you regarding the above-described account (the "Account"). In accordance with the Agreement, we hereby give you notice of our exercise of control of the Account and we hereby instruct you to only accept Instructions regarding the Account from Lender until further notice from us as set forth in the Agreement.

Very truly yours,

<Name of Lender>
As Lender

By: _____

Name: _____

Title: _____

ATTACHMENT II

Lender Assignees Preapproved

- UBS Warburg Real Estate Securities, Inc.
- Greenwich Capital Financial Products, Inc.
- First Union Bank/Wachovia Bank
- CDC Mortgage Capital Inc.
- Credit Suisse First Boston Mortgage Capital LLC
- Any trust or similar entity wholly controlled by Deutsche Bank National Trust Company, as trustee, LaSalle Bank N.A. as trustee, and/or Thornburg Mortgage Home Loans, Inc. which is created to own mortgage loans as part of a securitization of mortgage loans by Thornburg (and any intermediary assignments necessary as part of the securitization).

Mailing Address:
TD Ameritrade Institutional
PO BOX 650567
Dallas, TX 75265-0567

TDAI 3434 REV. 02/17

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

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