MASTER SECURITIES LENDING AGREEMENT
FOR APEX CLEARING CORPORATION FULLY-PAID SECURITIES LENDING PROGRAM

This Master Securities Lending Agreement ("Agreement") is entered into by and between Apex Clearing Corporation ("Apex") and the undersigned party or parties ("Lender").

THIS AGREEMENT SHOULD NOT BE SIGNED BY LENDER UNTIL AFTER: (1) LENDER HAS READ AND FULLY UNDERSTANDS THE SEPARATE DOCUMENT ENTITLED IMPORTANT DISCLOSURES REGARDING RISKS AND CHARACTERISTICS OF PARTICIPATING IN APEX CLEARING CORPORATION'S FULLY-PAID SECURITIES LENDING PROGRAM, WHICH DESCRIBES MANY OTHER RISKS AND CHARACTERISTICS OF THE PROGRAM; AND (2) LENDER AND LENDER'S BROKER HAVE DETERMINED THAT PARTICIPATION IN APEX'S FULLY-PAID SECURITIES LENDING PROGRAM IS APPROPRIATE FOR LENDER AFTER CONSIDERING LENDER'S FINANCIAL SITUATION AND NEEDS, TAX STATUS, INVESTMENT OBJECTIVES, INVESTMENT TIME HORIZON, LIQUIDITY NEEDS, RISK TOLERANCE, AND ANY OTHER RELEVANT INFORMATION. IN EXECUTING THIS AGREEMENT, LENDER ACKNOWLEDGES THAT BOTH OF THESE CONDITIONS HAVE BEEN SATISFIED.

1. Applicability.

From time to time the parties hereto may enter into transactions in which one party ("Lender") will lend to the other party ("Borrower") certain Securities (as defined herein) against Collateral (as defined herein). Each such transaction shall be referred to herein as a "Loan" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in an Annex or Schedule hereto and in any other annexes identified herein or therein as applicable hereunder); provided however that Securities borrowed by Lender from Apex shall not be subject to this Agreement. Capitalized terms not otherwise defined herein shall have the meanings provided in Section 25.

2. Loans of Securities.

2.1. Subject to the terms and conditions of this Agreement, Borrower or Lender may, from time to time, seek to initiate a transaction in which Lender will lend Securities to Borrower. Such transaction shall be documented by Borrower in accordance with Section 3.2. Such records, together with the Agreement, shall constitute conclusive evidence of the terms agreed between Borrower and Lender with respect to such Loans.

2.2. Notwithstanding any other provision in this Agreement regarding when a Loan commences, unless otherwise agreed, a Loan hereunder shall not occur until the Loaned Securities and the Collateral therefore have been transferred in accordance with this Agreement.

3. Transfer of Loaned Securities.

3.1. Loaned Securities shall be transferred as agreed to by Borrower and Lender.

3.2. Borrower shall provide to Lender at the time of transfer a schedule of the Loaned Securities. Such record may consist of data made available to Lender by Borrower or its designee.

3.3. Notwithstanding any other provision in this Agreement, the parties hereto agree that they intend the Loans hereunder to be loans of Securities. If, however, any Loan is deemed to be a loan of money by Borrower to Lender, then Borrower shall have, and Lender shall be deemed to have granted, a security interest in the Loaned Securities and the proceeds thereof.

4. Collateral.

4.1. Unless otherwise agreed, Borrower shall, prior to or concurrently with the transfer of the Loaned Securities to Borrower, but in no case later than the Close of Business on the day of such transfer, deposit in a collateral custody account ("Custody Account") established at a bank , as that term is defined in Section 3(a)(6) of the Securities Exchange Act of 1934 (the "Exchange Act"), or at such other custodian as Borrower may choose (the "Custodian"), Collateral with a Market Value at least equal to the Margin Percentage of the Market Value of the Loaned Securities. The Custody Account may be an omnibus account established at the Custodian that holds Collateral in an aggregate amount at least equal to the amount required under this Paragraph 4.1 for all Lenders who have loaned Securities to Borrower. If the Collateral Account is an omnibus account, the Custody Bank or a third-party agent or trustee (the "Agent" or "Trustee") must maintain subledgers showing the amount of Collateral owed to each Lender with respect to the Securities that each such Lender has loaned to Borrower. The Custody Account must be established in the name of each Lender as an omnibus account, in the name of all Lenders, or in the name of Trustee for the benefit of all Lenders. By executing this Agreement, Lender hereby agrees that Borrower will deposit Collateral in a Custody Account in the name of Lender or all Lenders, or the Trustee for the benefit of all Lenders at the Custody Bank in accordance with Annex A hereto, which may be amended by Lender without notice. Further, Lender agrees that Agent or Trustee may instruct the movement of Collateral as set out in Annex A hereto.

4.2. The Collateral deposited in the Custody Account, as adjusted pursuant to Section 9, shall be security for Borrower's obligations in respect of Loaned Securities and for any other obligations of Borrower to Lender hereunder. Collateral deposited into the Custody Account must be allowable collateral as identified in Annex B to this Agreement. Lender will be deemed to have transferred Loaned Securities to Borrower on the date Borrower treats such securities as having been borrowed

pursuant to Rule 15c3-3(b)(3) under the Exchange Act and therefore not subject to the general possession or control requirements of Exchange Act Rule 15c3-3(b). Borrower will be deemed to have transferred Loaned Securities to Lender on the date Borrower treats such securities as customer securities subject to the general possession or control requirements of Exchange Act Rule 15c3-3(b), without giving effect to Exchange Act rule 15c3-3(b)(3), without regard to whether such securities are thereby returned to Lender or continue to be borrowed by Borrower pursuant to any hypothecation agreement between Lender and Borrower.

4.3. Except as otherwise provided herein, upon transfer to Lender of the Loaned Securities on the day a Loan is terminated pursuant to Section 6, Borrower shall no longer be obligated to maintain Collateral in the Custody Account for Securities that are no longer Loaned Securities.

4.4. If Borrower has deposited Collateral in the Custody Account for Lender, as provided in Section 4.1, and Lender does not transfer the Loaned Securities to Borrower, Borrower shall have the absolute right to the return of the Collateral; and if Lender transfers Loaned Securities to Borrower and Borrower does not deposit Collateral in the Custody Account for Lender as provided in Section 4.1, Lender shall have the absolute right to the return of the Loaned Securities.

4.5. Borrower may, upon reasonable written notice to Lender (taking into account all relevant factors, including industry practice, the type of Collateral to be substituted, the applicable method of transfer and applicable regulations and regulatory guidance), substitute Collateral for Collateral securing any Loan or Loans; provided, however, that such substituted Collateral shall (a) consist only of cash, securities or other property that Borrower and Lender agreed would be acceptable Collateral prior to the Loan or Loans and as set out in Annex B to this Agreement, and (b) have a Market Value such that the aggregate Market Value of such substituted Collateral, together with all other Collateral for Loans in which the party substituting such Collateral is acting as Borrower, shall equal or exceed the agreed upon Margin Percentage of the Market Value of the Loaned Securities.

5. Fees for Loan.

5.1. Borrower and Lender agree to a loan fee (a "Loan Fee"), computed daily on each Loan. For more information, see the attached Schedule of Basis of Compensation for Loan, which is fully incorporated herein.

5.2. Unless otherwise agreed, any Loan Fee payable hereunder shall be payable within fifteen (15) Business Days following the last Business Day of the calendar month in which such fee was incurred.

6. Termination of the Loan.

6.1.

(a) Unless otherwise agreed, either party may terminate a Loan on a termination date established by notice given to the other party prior to the Close of Business on a Business Day. Unless Borrower and Lender agree to the contrary, the termination date established by a termination notice shall be a date no earlier than the standard settlement date that would apply to a purchase or sale of the Loaned Securities (in the case of a notice given by Lender) or the non-cash Collateral securing the Loan (in the case of a notice given by Borrower) entered into at the time of such notice.

(b) Notwithstanding paragraph (a) and unless otherwise agreed, Borrower may terminate a Loan on any Business Day, effective as of such Business Day, by transferring the Loaned Securities to Lender on such Business Day. Borrower will be deemed to have transferred Loaned Securities by the end of a Business Day if it treats such securities as customer securities subject to the general possession or control requirements of Exchange Act Rule 15c3-3(b), without giving effect to Exchange Act rule 15c3-3(b)(3), without regard to whether such securities are thereby returned to Lender or may continue to be borrowed by Borrower pursuant to any hypothecation agreement between Lender and Borrower.

(c) The execution by Borrower of an order to sell the Loaned Securities by Lender shall constitute notice of termination by Lender to Borrower. The termination date established by such a sale of the Loaned Securities shall be the settlement date of such sale of the Loaned Securities or any earlier date on which Borrower is deemed to have transferred Loaned Securities to Lender under paragraph (b) of this Section.

6.2. Unless otherwise agreed, Borrower shall, on or before the Cutoff Time on the termination date of a Loan, transfer the Loaned Securities to Lender; provided, however, that upon such transfer by Borrower, Borrower shall no longer be obligated to maintain Collateral in a Custody Account for Lender (as adjusted pursuant to Section 9) to Borrower in accordance with Section 4.3.

7. Rights in Respect of Loaned Securities and Collateral.

7.1. Except as set forth in Sections 8.1 and 8.2 and as otherwise agreed by Borrower and Lender, until Loaned Securities are required to be redelivered to Lender upon termination of a Loan hereunder, Borrower shall have all of the incidents of ownership of the Loaned Securities, including the right to transfer the Loaned Securities to others. LENDER HEREBY WAIVES THE RIGHT TO VOTE, OR TO PROVIDE ANY CONSENT OR TO TAKE ANY SIMILAR ACTION WITH RESPECT TO, THE LOANED SECURITIES IN THE EVENT THAT THE

RECORD DATE OR DEADLINE FOR SUCH VOTE, CONSENT OR OTHER ACTION FALLS DURING THE TERM OF THE LOAN.

8. Distributions.

8.1. Lender shall be entitled to receive all Distributions made on or in respect of the Loaned Securities which are not otherwise received by Lender, to the full extent it would be so entitled if the Loaned Securities had not been lent to Borrower.

8.2. Any cash Distributions made on or in respect of the Loaned Securities, which Lender is entitled to receive pursuant to Section 8.1, shall be paid by the transfer of cash to Lender by Borrower, on the date any such Distribution is paid, in an amount equal to such cash Distribution, so long as Lender is not in Default at the time of such payment. Non-cash Distributions that Lender is entitled to receive pursuant to Section 8.1 shall be added to the Loaned Securities on the date of Distribution and shall be considered such for all purposes, except that if the Loan has terminated, Borrower shall forthwith transfer the same to Lender.

8.3. Borrower shall be entitled to receive all Distributions made on or in respect of non-cash Collateral which are not otherwise received by Borrower, to the full extent it would be so entitled if the Collateral had not been transferred to Lender.

8.4. Any cash Distributions made on or in respect of such Collateral, which Borrower is entitled to receive pursuant to Section 8.3, shall be paid by the transfer of cash to Borrower by Lender, on the date any such Distribution is paid, in an amount equal to such cash Distribution, so long as Borrower is not in Default at the time of such payment. Non-cash Distributions that Borrower is entitled to receive pursuant to Section 8.3 shall be added to the Collateral on the date of Distribution and shall be considered such for all purposes, except that if each Loan secured by such Collateral has terminated, Lender shall forthwith transfer the same to Borrower.

8.5. Unless otherwise agreed by the parties:

(a) If (i) Borrower is required to make a payment (a "Borrower Payment") with respect to cash Distributions on Loaned Securities under Sections 8.1 and 8.2 ("Securities Distributions"), or (ii) Lender is required to make a payment (a "Lender Payment") with respect to cash Distributions on Collateral under Sections 8.3 and 8.4 ("Collateral Distributions"), and (iii) Borrower or Lender, as the case may be ("Payor"), shall be required by law to collect any withholding or other tax, duty, fee, levy or charge required to be deducted or withheld from such Borrower Payment or Lender Payment ("Tax"), then Payor shall pay such additional amounts as may be necessary in order that the net amount of the Borrower Payment or Lender Payment received by the Lender or Borrower, as the case may be ("Payee"), after

payment of such Tax equals the net amount of the Securities Distribution or Collateral Distribution that would have been received if such Securities Distribution or Collateral Distribution had been paid directly to the Payee.

(b) No additional amounts shall be payable to a Payee under subsection (a) above to the extent that Tax would have been imposed on a Securities Distribution or Collateral Distribution paid directly to the Payee.

(c) No additional amounts shall be payable to a Payee under subsection (a) above to the extent that such Payee is entitled to an exemption from, or reduction in the rate of, Tax on a Borrower Payment or Lender Payment subject to the provision of a certificate or other documentation, but has failed timely to provide such certificate or other documentation.

(d) Each party hereto shall be deemed to represent that, as of the commencement of any Loan hereunder, no Tax would be imposed on any cash Distribution paid to it with respect to (i) Loaned Securities subject to a Loan in which it is acting as Lender or (ii) Collateral for any Loan in which it is acting as Borrower, unless such party has given notice to the contrary to the other party hereto (which notice shall specify the rate at which such Tax would be imposed). Each party agrees to notify the other of any change that occurs during the term of a Loan in the rate of any Tax that would be imposed on any such cash Distributions payable to it.

8.6. To the extent that, under the provisions of Sections 8.1 through 8.5, (a) a transfer of cash or other property by Borrower would give rise to a Margin Excess or (b) a transfer of cash or other property by Lender would give rise to a Margin Deficit, Borrower or Lender (as the case may be) shall not be obligated to make such transfer of cash or other property in accordance with such Sections, but shall in lieu of such transfer immediately credit the amounts that would have been transferable under such Sections to the account of Lender or Borrower (as the case may be).

9. Mark to Market.

9.1. Borrower shall daily mark to market any Loan hereunder and in the event that at the Close of Trading on any Business Day the Market Value of the Collateral for any Loan to Borrower shall be less than 100% of the Market Value of all the outstanding Loaned Securities subject to such Loan, Borrower shall deposit additional Collateral into the Custody Account no later than the Close of Business on the next Business Day so that the Market Value of such additional Collateral, when added to the Market Value of the other Collateral for such Loan, shall equal at least 100% of the Market Value of the Loaned Securities. If the movement of Collateral is subject to the instruction of an Agent or Trustee, as set out Section 4.1 of this Agreement, Borrower may deposit the Collateral under this Section upon the

instruction of such Agent or Trustee. As agreed by the parties or if Borrower determines in its discretion that applicable laws or market custom so require, Borrower will hold additional collateral greater than 100% of the market value of the Loaned Securities.

9.2. In addition to any rights of Lender under Section 9.1 of this Agreement, if at any time the aggregate Market Value of all Collateral for Loans by Lender shall be less than the Margin Percentage of the Market Value of all the outstanding Loaned Securities subject to such Loans (a "Margin Deficit"), Borrower shall deposit additional Collateral in the Custody Account no later than the Close of Business on the next Business Day so that the Market Value of such additional Collateral, when added to the Market Value of the other Collateral for such Loan, shall equal or exceed the Margin Percentage of the Market Value of the Loaned Securities. If the movement of Collateral is subject to the instruction of an Agent or Trustee, as set out Section 4.1 of this Agreement, Borrower may deposit the Collateral under this Section upon the instruction of such Agent or Trustee.

9.3. Subject to Borrower's obligations under Section 9.1, if at any time the Market Value of all Collateral for Loans to Borrower shall be greater than the Margin Percentage of the Market Value of all the outstanding Loaned Securities subject to such Loans (a "Margin Excess"), Lender hereby authorizes the Custodian to reduce the amount of Collateral deposited in the Custody Account for Lender and to pay the Margin Excess to Lender so that the Market Value of the Collateral for such Loans, after deduction of such amounts, shall thereupon not exceed the Margin Percentage of the Market Value of the Loaned Securities. If the movement of Collateral is subject to the instruction of an Agent or Trustee, as set out Section 4.1 of this Agreement, Custodian shall transfer the Margin Excess under this Section upon the instruction of such Agent or Trustee as soon as reasonably practicable.

9.4. Borrower and Lender may agree, with respect to one or more Loans hereunder, to mark the values to market pursuant to Sections 9.2 and 9.3 by separately valuing the Loaned Securities lent and the Collateral held in respect thereof on a Loan-by-Loan basis.

9.5. Borrower and Lender may agree, with respect to any or all Loans hereunder, that the respective rights of Lender and Borrower under Sections 9.2 and 9.3 may be exercised only where a Margin Excess or Margin Deficit exceeds a specified dollar amount or a specified percentage of the Market Value of the Loaned Securities under such Loans (which amount or percentage shall be agreed to by Borrower and Lender prior to entering into any such Loans).

10. Representations.

The parties to this Agreement hereby make the following representations and warranties, which

shall continue during the term of any Loan hereunder.

10.1. Each party hereto represents and warrants that (a) it has the power to execute and deliver this Agreement, to enter into the Loans contemplated hereby and to perform its obligations hereunder, (b) it has taken all necessary action to authorize such execution, delivery and performance, and (c) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms.

10.2. Each party hereto represents and warrants that it has not relied on the other for any tax or accounting advice concerning this Agreement and that it has made its own determination as to the tax and accounting treatment of any Loan and any dividends, remuneration or other funds received hereunder.

10.3. Each party hereto represents and warrants that it is acting for its own account.

10.4. Lender represents and warrants that it has, or will have at the time of transfer of any Loaned Securities, the right to transfer the Loaned Securities subject to the terms and conditions hereof.

11. Covenants.

Each party agrees to be liable as principal with respect to its obligations hereunder.

12. Events of Default.

All Loans hereunder may, at the option of the non-defaulting party (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), be terminated immediately upon the occurrence of any one or more of the following events (individually, a "Default"):

12.1. if any Loaned Securities shall not be transferred to Lender upon termination of the Loan as required by Section 6;

12.2. if Borrower shall fail to deposit Collateral into the Custody Account as required by Section 9;

12.3. if either party (a) shall fail to transfer to the other party amounts in respect of Distributions required to be transferred by Section 8, (b) shall have been notified of such failure by the other party prior to the Close of Business on any day, and (c) shall not have cured such failure by the Cutoff Time on the next day after such Close of Business on which a transfer of cash may be effected;

12.4. if an Act of Insolvency occurs with respect to either party;

12.5. if any representation made by either party in respect of this Agreement or any Loan or Loans hereunder shall be incorrect or untrue in any material respect during the

term of any Loan hereunder;

12.6. if either party notifies the other of its inability to or its intention not to perform its obligations hereunder or otherwise disaffirms, rejects or repudiates any of its obligations hereunder; or

12.7. if either party (a) shall fail to perform any material obligation under this Agreement not specifically set forth in clauses 12.1 through 12.7, including but not limited to the payment of fees as required by Section 5, and the payment of transfer taxes as required by Section 14, (b) shall have been notified of such failure by the other party prior to the Close of Business on any day, and (c) shall not have cured such failure by the Cutoff Time on the next day after such Close of Business on which a transfer of cash may be effected.

The non-defaulting party shall (except upon the occurrence of an Act of Insolvency) give notice as promptly as practicable to the defaulting party of the exercise of its option to terminate all Loans hereunder pursuant to this Section 12.

13. Remedies.

Upon the occurrence of a Default under Section 12 entitling Lender to terminate all Loans hereunder, Lender shall have the right (which, upon the occurrence of an Act of Insolvency, may be exercised following the termination of any applicable stay) (a) to purchase a like amount of Loaned Securities ("Replacement Securities") in the principal market for such Loaned Securities in a commercially reasonable manner, (b) to sell any Collateral in the principal market for such Collateral in a commercially reasonable manner and (c) to apply and set off the Collateral and any proceeds thereof (including any amounts drawn under a letter of credit supporting any Loan) against the payment of the purchase price for such Replacement Securities and any amounts due to Lender under Sections 5, 8, 14 and 15. In the event that Lender shall exercise such rights, Borrower's obligation to return a like amount of the Loaned Securities shall terminate. Lender may similarly apply the Collateral and any proceeds thereof to any other obligation of Borrower under this Agreement, including Borrower's obligations with respect to Distributions paid to Borrower (and not forwarded to Lender) in respect of Loaned Securities. In the event that (i) the purchase price of Replacement Securities (plus all other amounts, if any, due to Lender hereunder) exceeds (ii) the amount of the Collateral, Borrower shall be liable to Lender for the amount of such excess together with interest thereon at a rate equal to (A) in the case of purchases of Foreign Securities, LIBOR, (B) in the case of purchases of any other Securities (or other amounts, if any, due to Lender hereunder), the Federal Funds Rate or (C) such other rate as may be specified herein, in each case as such rate fluctuates from day to day, from the date of such purchase until the date of payment of such excess. As security for Borrower's obligation to pay such excess, Lender shall have, and Borrower hereby grants, a security interest in any property of Borrower then held by or for Lender and a right of setoff with respect to such property and any other amount payable by Lender to Borrower. The purchase price of Replacement Securities purchased under this Section 13 shall include, and the proceeds of any sale of Collateral shall be determined after deduction of, broker's fees and commissions and all other reasonable costs, fees and expenses related to such purchase or sale (as the case may be). In the event Lender exercises its rights under this Section 13, Lender may elect in its sole discretion, in lieu of purchasing all or a portion of the Replacement Securities or selling all or a portion of the Collateral, to be deemed to have made, respectively, such purchase

of Replacement Securities or sale of Collateral for an amount equal to the price therefor on the date of such exercise obtained from a generally recognized source or the last bid quotation from such a source at the most recent Close of Trading. Subject to Section 20, upon the satisfaction of all obligations hereunder, any remaining Collateral shall be returned to Borrower.

14. Transfer Taxes.

All transfer taxes with respect to the transfer of the Loaned Securities by Lender to Borrower and by Borrower to Lender upon termination of the Loan and with respect to the transfer of Collateral by Borrower to Lender pursuant to Section 4.5 or Section 9 shall be paid by Borrower.

15. Contractual Currency.

15.1. Borrower and Lender agree that (a) any payment in respect of a Distribution under Section 8 shall be made in the currency in which the underlying Distribution of cash was made, (b) any return of cash shall be made in the currency in which the underlying transfer of cash was made, and (c) any other payment of cash in connection with a Loan under this Agreement shall be in the currency agreed upon by Borrower and Lender in connection with such Loan (the currency established under clause (a), (b) or (c) hereinafter referred to as the "Contractual Currency"). Notwithstanding the foregoing, the payee of any such payment may, at its option, accept tender thereof in any other currency; provided, however, that, to the extent permitted by applicable law, the obligation of the payor to make such payment will be discharged only to the extent of the amount of Contractual Currency that such payee may, consistent with normal banking procedures, purchase with such other currency (after deduction of any premium and costs of exchange) on the banking day next succeeding its receipt of such currency.

15.2. If for any reason the amount in the Contractual Currency received under Section 15.1, including amounts received after conversion of any recovery under any judgment or order expressed in a currency other than the Contractual Currency, falls short of the amount in the Contractual Currency due in respect of this Agreement, the party required to make the payment will (unless a Default has occurred and such party is the non-defaulting party) as a separate and independent obligation and to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall.

15.3. If for any reason the amount in the Contractual Currency received under Section 15.1 exceeds the amount in the Contractual Currency due in respect of this Agreement, then the party receiving the payment will (unless a Default has occurred and such party is the non-defaulting party) refund promptly the amount of such excess.

16. ERISA.

Lender shall, if any of the Securities transferred to the Borrower hereunder for any Loan have been or shall be obtained, directly or indirectly, from or using the assets of any Plan, so notify Borrower in writing upon the execution of this Agreement or upon initiation of such Loan under Section 2.1. If Lender so notifies Borrower, then Borrower and Lender shall conduct the Loan in accordance with the terms and conditions of Department of Labor Prohibited Transaction Exemption 81-6 (46 Fed. Reg. 7527, Jan. 23, 1981; as amended, 52 Fed. Reg. 18754, May 19, 1987), or any successor thereto (unless Borrower and Lender have agreed prior to entering into a Loan that such Loan will be conducted in reliance on another exemption, or without relying on any exemption, from the prohibited transaction provisions of Section 406 of the Employee Retirement Income Security Act of 1974, as amended, and Section 4975 of the Internal Revenue Code of 1986, as amended). Without limiting the foregoing and notwithstanding any other provision of this Agreement, if the Loan will be conducted in accordance with Prohibited Transaction Exemption 81-6, then:

16.1. Borrower represents and warrants to Lender that it is either (a) a bank subject to federal or state supervision, (b) a broker-dealer registered under the Exchange Act or (c) exempt from registration under Section 15(a)(1) of the Exchange Act as a dealer in Government Securities.

16.2. Borrower represents and warrants that, during the term of any Loan hereunder, neither Borrower nor any affiliate of Borrower has any discretionary authority or control with respect to the investment of the assets of the Plan involved in the Loan or renders investment advice (within the meaning of 29 C.F.R. Section 2510.3-21(c)) with respect to the assets of the Plan involved in the Loan. Lender agrees that, prior to or at the commencement of any Loan hereunder, it will communicate to Borrower information regarding the Plan sufficient to identify to Borrower any person or persons that have discretionary authority or control with respect to the investment of the assets of the Plan involved in the Loan or that render investment advice (as defined in the preceding sentence) with respect to the assets of the Plan involved in the Loan. In the event Lender fails to communicate and keep current during the term of any Loan such information, Lender rather than Borrower shall be deemed to have made the representation and warranty in the first sentence of this Section 16.2.

16.3. Borrower shall mark to market daily each Loan hereunder pursuant to Section 9.1 as is required if Lender is a Customer.

16.4. Borrower and Lender agree that:

(a) the term "Collateral" shall mean cash, securities issued or guaranteed by the United States government or its agencies or instrumentalities;

(b) prior to the making of any Loans hereunder, Borrower shall provide Lender with (i) the most recent available audited statement of Borrower's financial condition and (ii) the most recent available unaudited statement of Borrower's financial condition (if more recent than the most recent audited statement), and each Loan made hereunder shall be deemed a representation

by Borrower that there has been no material adverse change in Borrower's financial condition subsequent to the date of the latest financial statements or information furnished in accordance herewith;

(c) the Loan may be terminated by Lender at any time, whereupon Borrower shall deliver the Loaned Securities to Lender within the lesser of (i) the customary delivery period for such Loaned Securities, (ii) five Business Days, and (iii) the time negotiated for such delivery between Borrower and Lender; provided, however, that Borrower and Lender may agree to a longer period only if permitted by Prohibited Transaction Exemption 81-6; and

(d) the Collateral held for Lender shall be security only for obligations of Borrower to the Plan with respect to Loans, and shall not be security for any obligation of Borrower to any agent or affiliate of the Plan.

17. Single Agreement.

Borrower and Lender acknowledge that, and have entered into this Agreement in reliance on the fact that, all Loans hereunder constitute a single business and contractual relationship and have been entered into in consideration of each other. Accordingly, Borrower and Lender hereby agree that payments, deliveries and other transfers made by either of them in respect of any Loan shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Loan hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted. In addition, Borrower and Lender acknowledge that, and have entered into this Agreement in reliance on the fact that, all Loans hereunder have been entered into in consideration of each other. Accordingly, Borrower and Lender hereby agree that (a) each shall perform all of its obligations in respect of each Loan hereunder, and that a default in the performance of any such obligation by Borrower or by Lender (the "Defaulting Party") in any Loan hereunder shall constitute a default by the Defaulting Party under all such Loans hereunder, and (b) the non-defaulting party shall be entitled to set off claims and apply property held by it in respect of any Loan hereunder against obligations owing to it in respect of any other Loan with the Defaulting Party.

18. APPLICABLE LAW.

THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

19. Waiver.

The failure of a party to this Agreement to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. All waivers in respect of a Default must be in writing.

20. Survival of Remedies.

All remedies hereunder and all obligations with respect to any Loan shall survive the termination of the relevant Loan, return of Loaned Securities or release of Collateral and termination of this Agreement.

21. Notices and Other Communications.

Any and all notices, statements, demands or other communications hereunder may be given by Apex Clearing Corporation to the undersigned Lender by telephone, mail, facsimile, e-mail, electronic message, telegraph, messenger or otherwise at the phone and facsimile numbers provided by the undersigned party and maintained by Apex Clearing Corporation in its books and records for such party. Any and all notices, statements, demands or other communications hereunder may be given by the undersigned Lender to Apex Clearing Corporation in writing to Apex Clearing Corporation, 350 N. St Paul, Suite 1300, Dallas, TX 75201, Attention Legal. Any notice, statement, demand or other communication hereunder will be deemed effective on the day and at the time on which it is received or, if not received, on the day and at the time on which its delivery was in good faith attempted; provided, however, that any notice by a party to the other party by telephone shall be deemed effective only if (a) such notice is followed by written confirmation thereof and (b) at least one of the other means of providing notice that are specifically listed above has previously been attempted in good faith by the notifying party.

22. MANDATORY ARBITRATION.

THE PARTIES HEREBY AGREE THAT ANY DISPUTE, CONTROVERSY OR CLAIM BETWEEN THE PARTIES ARISING OUT OF THIS AGREEMENT OR ANY LOAN HEREUNDER SHALL BE SUBJECT TO THE MANDATORY ARBITRATION PROVISION CONTAINED IN ANY CUSTOMER ACCOUNT OR SIMILAR AGREEMENT ENTERED INTO BETWEEN SUCH PARTIES.

23. Miscellaneous.

23.1. Except as specified in Section 1 or as otherwise agreed by the parties, this Agreement supersedes any other agreement between the parties hereto concerning loans of Securities between Borrower and Lender. This Agreement shall not be assigned by either party without the prior written consent of the other party and any attempted assignment without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Borrower and Lender and their respective heirs, representatives, successors and assigns. This Agreement may be terminated by either party upon notice to the other, subject only to fulfillment of any obligations then outstanding. This Agreement shall not be modified, except by an instrument in writing signed by the party against whom enforcement is sought. The parties hereto acknowledge and agree that, in connection with this Agreement and each Loan hereunder, time is of the essence. Each provision and agreement herein shall be treated as separate and independent from any other provision herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

23.2. Any agreement between Borrower and Lender pursuant to Section 23.1 shall be

made (a) in writing, (b) orally, if confirmed promptly in writing or through any system that compares Loans and in which Borrower and Lender are participants, or (c) in such other manner as may be agreed by Borrower and Lender in writing.

24. Definitions.

For the purposes hereof:

24.1. "Act of Insolvency" shall mean, with respect to any party, (a) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party's seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (b) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (i) is consented to or not timely contested by such party, (ii) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (iii) is not dismissed within 15 days, (c) the making by such party of a general assignment for the benefit of creditors, or (d) the admission in writing by such party of such party's inability to pay such party's debts as they become due.

24.2. "Bankruptcy Code" shall have the meaning assigned in Section 25.1.

24.3. "Borrower" shall have the meaning assigned in Section 1.

24.4. "Borrower Payment" shall have the meaning assigned in Section 8.5(a).

24.5. "Broker-Dealer" shall mean any person that is a broker (including a municipal securities broker), dealer, municipal securities dealer, government securities broker or government securities dealer as defined in the Exchange Act, regardless of whether the activities of such person are conducted in the United States or otherwise require such person to register with the U.S. Securities and Exchange Commission or other regulatory body.

24.6. "Business Day" shall mean, with respect to any Loan hereunder, a day on which regular trading occurs in the principal market for the Loaned Securities subject to such Loan, provided, however, that for purposes of determining the Market Value of any Securities hereunder, such term shall mean a day on which regular trading occurs in the principal market for the Securities whose value is being determined. Notwithstanding the foregoing, (a) for purposes of Section 9, "Business Day" shall mean any day on which regular trading occurs in the principal market for any

Loaned Securities or for any Collateral consisting of Securities under any outstanding Loan hereunder and "next Business Day" shall mean the next day on which a transfer of Collateral may be effected in accordance with Section 15, and (b) in no event shall a Saturday or Sunday be considered a Business Day.

24.7. "Cash Collateral Fee" shall have the meaning assigned in Section 5.1.

24.8. "Clearing Organization" shall mean (a) The Depository Trust Company, or, if agreed to by Borrower and Lender, such other "securities intermediary" (within the meaning of the UCC) at which Borrower (or Borrower's agent) and Lender (or Lender's agent) maintain accounts, or (b) a Federal Reserve Bank, to the extent that it maintains a book-entry system.

24.9. "Close of Business" shall mean 4:00 p.m. (New York City time) on a Business Day.

24.10. "Close of Trading" shall mean, with respect to any Security, the end of the primary trading session established by the principal market for such Security on a Business Day, unless otherwise agreed by the parties.

24.11. "Collateral" shall mean, whether now owned or hereafter acquired and to the extent permitted by applicable law, (a) any property which Borrower and Lender agree prior to the Loan shall be acceptable collateral and which is deposited in a Custody Account for Lender pursuant to Sections 4 or 9 , (b) any property substituted therefor pursuant to Section 4.5, (c) all accounts in which such property is deposited and all securities and the like in which any cash collateral is invested or reinvested, and (d) any proceeds of any of the foregoing; provided, however, that if Lender is a Customer, "Collateral" shall (subject to Section 15.4(a), if applicable) be limited to cash, U.S. Treasury bills and notes, and any other property permitted to serve as collateral securing a loan of customers' fully-paid securities pursuant to paragraph (b)(3) of Rule 15c3-3 under the Exchange Act, including Interpretation /05 to paragraph (b)(3) of Rule 15c3-3 under the Exchange Act, as set out in the FINRA Guide to Rule Interpretations and as may be amended from time to time, and such other guidance as the U.S. Securities and Exchange Commission or its staff my provide from time to time; or any comparable regulation of the Secretary of the Treasury under Section 15C of the Exchange Act (to the extent that Borrower is subject to such Rule or comparable regulation) pursuant to exemptive, interpretive or no-action relief or otherwise. If any new or different Security shall be exchanged for any Collateral by recapitalization, merger, consolidation or other corporate action, such new or different Security shall, effective upon such exchange, be deemed to become Collateral in substitution for the former Collateral for which such exchange is made.

24.12. "Collateral Distributions" shall have the meaning assigned in Section 8.5(a).

24.13. [intentionally omitted]

24.14. "Contractual Currency" shall have the meaning assigned in Section 15.1.

24.15. "Customer" shall mean any person that is a customer of Borrower pursuant to paragraph (a)(1) of Rule 15c3-3 under the Exchange Act or any comparable regulation of the Secretary of the Treasury under Section 15C of the Exchange Act (to the extent that Borrower is subject to such Rule or comparable regulation).

24.16. "Cutoff Time" shall mean a time on a Business Day by which a transfer of cash, securities or other property must be made by Borrower or Lender to the other, as shall be agreed by Borrower and Lender, or shall be as specified in the policies and procedures described on Apex's website or as agreed otherwise orally (if confirmed promptly thereafter in writing) or in writing or, in the absence of the above, as shall be determined in accordance with market practice.

24.17. "Default" shall have the meaning assigned in Section 12.

24.18. "Defaulting Party" shall have the meaning assigned in Section 16.

24.19. "Distribution" shall mean, with respect to any Security at any time, any distribution made on or in respect of such Security, including, but not limited to: (a) cash and all other property, (b) stock dividends, (c) Securities received as a result of split ups of such Security and distributions in respect thereof, (d) interest payments, (e) all rights to purchase additional Securities, and (f) any cash or other consideration paid or provided by the issuer of such Security in exchange for any vote, consent or the taking of any similar action in respect of such Security (regardless of whether the record date for such vote, consent or other action falls during the term of the Loan). In the event that the holder of a Security is entitled to elect the type of distribution to be received from two or more alternatives, such election shall be made by Lender, in the case of a Distribution in respect of the Loaned Securities, and by Borrower, in the case of a Distribution in respect of Collateral.

24.20. "Equity Security" shall mean any security (as defined in the Exchange Act) other than a "nonequity security," as defined in Regulation T.

24.21. "Exchange Act" shall mean the Securities Exchange Act of 1934, as amended.

24.22. "Extension Deadline" shall mean, with respect to a letter of credit, the Cutoff Time on the Business Day preceding the day on which the letter of credit expires.

24.23. "FDIA" shall have the meaning assigned in Section 25.4.

24.24. "FDICIA" shall have the meaning assigned in Section 25.5.

24.25. "Federal Funds Rate" shall mean the rate of interest (expressed as an annual rate),

as published in Federal Reserve Statistical Release H.15 (519) or any publication substituted therefor, charged for federal funds (dollars in immediately available funds borrowed by banks on an overnight unsecured basis) on that day or, if that day is not a banking day in New York City, on the next preceding banking day.

24.26. "Foreign Securities" shall mean, unless otherwise agreed, Securities that are principally cleared and settled outside the United States.

24.27. "Government Securities" shall mean government securities as defined in Section 3(a)(42)(A)-(C) of the Exchange Act.

24.28. "Lender" shall have the meaning assigned in Section 1.

24.29. "Lender Payment" shall have the meaning assigned in Section 8.5(a).

24.30. "LIBOR" shall mean for any date, the offered rate for deposits in U.S. dollars for a period of three months which appears on the Reuters Screen LIBO page as of 11:00 a.m., London time, on such date (or, if at least two such rates appear, the arithmetic mean of such rates).

24.31. "Loan" shall have the meaning assigned in Section 1.

24.32. "Loan Fee" shall have the meaning assigned in Section 5.1.

24.33. "Loaned Security" or "Loaned Securities" shall mean any Security transferred in a Loan hereunder until such Security (or an identical Security) is transferred back to Lender hereunder, except that, if any new or different Security shall be exchanged for any Loaned Security by recapitalization, merger, consolidation or other corporate action, such new or different Security shall, effective upon such exchange, be deemed to become a Loaned Security in substitution for the former Loaned Security for which such exchange is made. For purposes of return of Loaned Securities by Borrower or purchase or sale of Securities pursuant to Section 13, such term shall include Securities of the same issuer, class and quantity as the Loaned Securities, as adjusted pursuant to the preceding sentence.

24.34. "Margin Deficit" shall have the meaning assigned in Section 9.2.

24.35. "Margin Excess" shall have the meaning assigned in Section 9.3.

24.36. "Margin Notice Deadline" shall mean the time agreed to by the parties herein or otherwise as the deadline for giving notice requiring same-day satisfaction of mark-to-market obligations as provided in Section 9 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice).

24.37. "Margin Percentage" shall mean, with respect to any Loan as of any date, at least

100%, unless (a) Borrower and Lender agree otherwise, as provided in Section 23.2, or Borrower in its discretion determines that applicable laws or market custom require greater THAN 100% and (b) Lender is not a Customer. Notwithstanding the previous sentence, in the event that the writing or other confirmation evidencing the agreement described in clause (a) does not set out such percentage with respect to any such Loan, the Margin Percentage shall not be a percentage less than the percentage obtained by dividing (i) the Market Value of the Collateral required to be held by Borrower for Lender with respect to such Loan at the commencement of the Loan by (ii) the Market Value of the Loaned Securities required to be transferred by Lender to Borrower at the commencement of the Loan.

24.38. "Negative Rate" shall mean: fees paid by a Borrower for the use of certain securities despite having posted cash Collateral.

24.39. "Payee" shall have the meaning assigned in Section 8.5(a).

24.40. "Payor" shall have the meaning assigned in Section 8.5(a).

24.41. "Plan" shall mean: (a) any "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974 which is subject to Part 4 of Subtitle B of Title I of such Act; (b) any "plan" as defined in Section 4975(e)(1) of the Internal Revenue Code of 1986; or (c) any entity the assets of which are deemed to be assets of any such "employee benefit plan" or "plan" by reason of the Department of Labor's plan asset regulation, 29 C.F.R. Section 2510.3-101.

24.42. "Regulation T" shall mean Regulation T of the Board of Governors of the Federal Reserve System, as in effect from time to time.

24.43. "Retransfer" shall mean, with respect to any Collateral, to pledge, repledge, hypothecate, rehypothecate, lend, relend, sell or otherwise transfer such Collateral, or to re-register any such Collateral evidenced by physical certificates in any name other than Borrower's.

24.44. "Securities" shall mean securities or, if agreed by the parties in writing, other assets.

24.45. "Securities Distributions" shall have the meaning assigned in Section 8.5(a).

24.46. "Tax" shall have the meaning assigned in Section 8.5(a).

24.47. "UCC" shall mean the New York Uniform Commercial Code.

25. Intent.

25.1. The parties recognize that each Loan hereunder is a "securities contract," as such term is defined in Section 741 of Title 11 of the United States Code (the "Bankruptcy Code"), as amended (except insofar as the type of assets subject to the

Loan would render such definition inapplicable).

25.2. It is understood that each and every transfer of funds, securities and other property under this Agreement and each Loan hereunder is a "settlement payment" or a "margin payment," as such terms are used in Sections 362(b)(6) and 546(e) of the Bankruptcy Code.

25.3. It is understood that the rights given to Borrower and Lender hereunder upon a Default by the other constitute the right to cause the liquidation of a securities contract and the right to set off mutual debts and claims in connection with a securities contract, as such terms are used in Sections 555 and 362(b)(6) of the Bankruptcy Code.

25.4. The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Loan hereunder is a "securities contract" and "qualified financial contract," as such terms are defined in the FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to the Loan would render such definitions inapplicable).

25.5. It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment obligation under any Loan hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation," respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

25.6. Except to the extent required by applicable law or regulation or as otherwise agreed, Borrower and Lender agree that Loans hereunder shall in no event be "exchange contracts" for purposes of the rules of any securities exchange and that Loans hereunder shall not be governed by the buy-in or similar rules of any such exchange, registered national securities association or other self-regulatory organization.

26. DISCLOSURE RELATING TO CERTAIN FEDERAL PROTECTIONS.

26.1. WITHOUT WAIVING ANY RIGHTS GIVEN TO LENDER HEREUNDER, IT IS UNDERSTOOD AND AGREED THAT THE PROVISIONS OF THE SECURITIES INVESTOR PROTECTION ACT OF 1970 MAY NOT PROTECT LENDER WITH RESPECT TO LOANED SECURITIES HEREUNDER AND THAT, THEREFORE, THE COLLATERAL HELD FOR LENDER MAY CONSTITUTE THE ONLY SOURCE OF SATISFACTION OF BORROWER'S OBLIGATIONS IN THE EVENT BORROWER FAILS TO RETURN THE LOANED SECURITIES.

26.2. LENDER ACKNOWLEDGES THAT, IN CONNECTION WITH LOANS OF GOVERNMENT SECURITIES AND AS OTHERWISE PERMITTED BY APPLICABLE LAW, SOME SECURITIES HELD BY BORROWER AS COLLATERAL UNDER THIS AGREEMENT MAY NOT BE GUARANTEED BY THE UNITED STATES.

27. OTHER IMPORTANT DISCLOSURES.

27.1. BY SIGNING BELOW, LENDER AGREES AND ACKNOWLEDGES THAT HE, SHE, OR IT HAS READ AND FULLY UNDERSTANDS THE SEPARATE DOCUMENT ENTITLED IMPORTANT DISCLOSURES REGARDING RISKS AND CHARACTERISTICS OF PARTICIPATING IN APEX CLEARING CORPORATION'S FULLY-PAID SECURITIES LENDING PROGRAM, WHICH DESCRIBES MANY OTHER RISKS AND CHARACTERISTICS OF THE PROGRAM, INCLUDING, BUT NOT LIMITED TO POTENTIAL LACK OF SIPC PROTECTION, LOSS OF VOTING RIGHTS, APEX'S ABILITY TO USE THE LOAN SECURITIES FOR ADDITIONAL LOANS AND APEX'S ABILITY TO EARN A SPREAD OR AND/OR OTHER PROFIT, LACK OF GUARANTEE OF RECEIVING BEST RATES, RISKS ASSOCIATED WITH EACH TYPE OF COLLATERAL, THAT THE SECURITIES MAY BE "HARD-TO-BORROW" BECAUSE OF SHORT-SELLING OR MAY BE USED TO SATISFY DELIVERY REQUIREMENTS RESULTING FROM SHORT SALES, POTENTIAL ADVERSE TAX CONSEQUENCES, INCLUDING PAYMENTS DEEMED CASH-IN-LIEU OF DIVIDEND PAID ON SECURITIES WHILE ON LOAN, APEX'S RIGHT TO LIQUIDATE THE TRANSACTION BECAUSE OF A CONDITION OF THE KIND SPECIFIED IN FINRA RULE 4314(B), AND THE FACTORS THAT DETERMINE THE AMOUNT OF COMPENSATION RECEIVED BY APEX OR PAID TO CUSTOMER IN CONNECTION WITH THE USE OF THE SECURITIES BORROWED FROM THE CUSTOMER LACK OF INTEREST ON CASH COLLATERAL, AMONG OTHER THINGS.

27.2. BY SIGNING BELOW, LENDER AFFIRMS THAT HE, SHE, OR IT HAS DETERMINED THAT PARTICIPATION IN APEX CLEARING CORPORATION'S FULLY-PAID SECURITIES LENDING PROGRAM IS APPROPRIATE FOR LENDER AND THAT IN MAKING SUCH DETERMINATION LENDER HAS CONSIDERED LENDER'S FINANCIAL SITUATION AND NEEDS, TAX STATUS, INVESTMENT OBJECTIVES, INVESTMENT TIME HORIZON, LIQUIDITY NEEDS, RISK TOLERANCE, AND ANY OTHER RELEVANT INFORMATION. LENDER UNDERSTANDS THAT LENDER SHOULD DISCUSS WITH LENDER'S BROKER WHETHER PARTICIPATION IN THE FULLY-PAID SECURITIES LENDING PROGRAM IS APPROPRIATE FOR LENDER, AND THAT APEX IS NOT LENDER'S BROKER. APEX CAN ONLY RELY ON REPRESENTATIONS OF LENDER

AND LENDER'S BROKER AS TO WHETHER THE PROGRAM IS APPROPRIATE FOR LENDER, AND APEX ITSELF HAS MADE NO DETERMINATION AS TO THE SUITABILITY OR APPROPRIATENESS OF THE PROGRAM FOR LENDER.

[SIGNATURE PAGE TO FOLLOW]

Executed and Agreed By:

APEX CLEARING CORPORATION

By providing this Agreement to eligible Apex Customers who are applying to participate in Apex's Fully Paid Lending Program, Apex agrees to the terms and conditions specified herein.

LENDER: _____

Signature: _____

Name: _____

Title _____

Date: _____

Schedule of Basis of Compensation for Loan

Lender will receive a Loan Fee, which is calculated as a percentage (the "Percentage Rate") of the net proceeds earned and received by Apex for relending Lender's Fully-Paid Shares (the "Loan Proceeds"). The Percentage Rate may be modified from time-to-time without the additional written consent of the Lender; however, a modification will never result in the Percentage Rate falling below 15% (the "Minimum Percentage Rate") without the written consent of the Lender. Lender's introducing broker ("Introducing Broker") will disclose the current Percentage Rate to Lender.

The Loan Fee will accrue daily. Unless otherwise agreed, any Loan Fee payable under this Agreement will be payable to Lender within fifteen (15) Business Days following the last Business Day of the calendar month in which such fee was incurred.

The remainder of the Loan Proceeds (the "Net Proceeds") will be kept and split between Apex and Introducing Broker as compensation. Apex and the Introducing Broker may agree to modify their split of the Net Proceeds from time-to-time. Any modifications will not cause the Loan Fee to fall below the Minimum Percentage Rate set out above without the written consent of the Lender.

For more information on how Apex calculates the Loan Fee and the fees paid to the Introducing Broker, Lender should refer to the document entitled "Important Disclosures Regarding Risks and Characteristics of Participating in Apex Clearing Corporation's Fully-Paid Securities Lending Program." For more information on the split of Net Proceeds between Apex and the Introducing Broker, Lender should contact its Introducing Broker.

ANNEX A

Lender hereby authorizes Borrower to establish a Custody Account at a Custodian in the name of Lender for the deposit of Collateral, as an omnibus Collateral Account established in the name of all Lenders, or as a Collateral Account in the name of a Trustee for the benefit of all Lenders in accordance with Section 4.1 of this Agreement. Lender further authorizes Borrower to maintain Collateral in the Custody Account to secure Loans in accordance with the terms of this Agreement.

Lender understands that the attached Fully Paid Lending Trust Agreement (the "Collateral Trust Agreement") or Fully Paid Agency Agreement (the "Collateral Agency Agreement," collectively referred to as a "Collateral Control Agreement") describes the obligations and rights of Borrower, Trustee or Agent and Custodian with respect to the maintenance of Collateral in the Collateral Account and rights of Lenders with respect to such Collateral, among other things. Lender further understands that pursuant to the Collateral Control Agreement, the Trustee or Agent will act for the benefit of Lender and other similarly-situated Lenders, under certain circumstances and subject to certain conditions. Lender acknowledges receipt of a copy of the Collateral Control Agreement and understands that it contains legal terms directly applicable to whether, and to what extent, Lender will be protected upon the occurrence of an Event of Default by the Borrower, as set out in this Agreement. Lender acknowledges that the Collateral Control Agreement contains rights, obligations and limitations directly relevant to Lender including instances in which Lender's recourse will be determined by the vote of the Majority Lenders (as defined in the Collateral Trust Agreement).

Lender understands that, among other things, Lender authorizes the Trustee or Agent under the Collateral Control Agreement to instruct Borrower to pay additional Collateral into the Collateral Account to maintain sufficient Collateral to secure a Loan, and to instruct Custodian to pay Margin Excess held in the Custody Account to Borrower in accordance with Sections 9.1, 9.2 and 9.3 of this Agreement. Upon the occurrence of an Event of Default on the part of the Borrower as set out in Section 12 of this Agreement, Lender has the right to instruct the Trustee or Agent to return Collateral to such Lender as and to the extent set forth in, and subject to the conditions and limitations contained in, the Collateral Control Agreement.

Lender hereby consents to the terms of, agrees to be bound by, and hereby adopts as fully as though it had manually executed the same, the Collateral Control Agreement, such that from and after the date hereof shall, Lender shall be and become a party thereto for all purposes. Lender may access the Collateral Control Agreement at any time on Borrower's website.

Custodian Bank: **JP Morgan Chase Bank, N.A.**

Trustee or Agent: **Wilmington Trust, National Association**

ANNEX B

Cash

United States Government-Backed Securities

IMPORTANT DISCLOSURES REGARDING
RISKS AND CHARACTERISTICS
OF PARTICIPATING IN APEX CLEARING
CORPORATION'S FULLY-PAID SECURITIES
LENDING PROGRAM

Please read these important disclosures carefully before deciding whether to participate in Apex Clearing Corporation's Fully-Paid Securities Lending Program and before signing a Master Securities Lending Agreement for Apex Clearing Corporation's Fully-Paid Securities Lending Program. These disclosures describe important characteristics of, and risks associated with engaging in, securities lending transactions.

I. Introduction

Apex Clearing Corporation ("Apex") offers eligible customers the ability to lend out certain of their fully paid and excess margin securities to Apex, which Apex may then lend to other Apex customers or to other market participants who wish to use these shares for short selling or other purposes. "Fully-paid securities" are securities in a customer's account that have been completely paid for. "Excess-margin securities" are securities that have not been completely paid for, but whose market value exceeds 140% of the customer's margin debit balance. In this disclosure and in the relevant agreements, we collectively refer to fully-paid and excess margin securities as "Fully-Paid Securities" or "Fully-Paid Shares". Lending out your Fully-Paid Shares may be a way to increase the yield on your portfolio, because some shares are in high demand in the securities lending market and borrowers are willing to pay a loan fee for the use of your shares.

In the Apex Fully-Paid Securities Lending Program (the "Program"), you permit Apex to borrow from you any Fully-Paid Securities in your portfolio and loan these securities out in the securities lending market. Apex will have the discretion to initiate loans of your securities. You will not be asked to approve each loan before it is initiated, but you can sell your shares at any time or terminate your participation in the program. Apex will pay both you and your Introducing Broker a loan fee for the shares that Apex borrows from you.

Important Note: You will receive a Loan Fee for lending your Fully-Paid Shares to Apex. Apex splits the Loan Proceeds that it receives for relending the Fully-Paid Shares it borrows from you with you and your Introducing Firm. Your Introducing Broker determines the percentage, referred to as the "Percentage Rate," of the Loan Proceeds you will receive. Your Introducing Broker may change the Percentage Rate in its discretion, but that percentage will not fall below the Minimum Percentage Rate set out in the Schedule to the Master Securities Lending Agreement. For additional information, please see Section XI.4 below. If you want to know the Percentage Rate that you are receiving for lending your Fully-Paid Shares, please contact your Introducing Broker.

II. Basic Mechanics of a Fully-Paid Lending Transaction

When the lending transaction takes place, your securities will be designated as on loan. In return, Apex will deposit collateral in a bank account for you to secure the amount of the loan. The current industry convention for the collateral calculation with respect to U.S. stocks is to multiply the security price by 102%, then round up to the nearest dollar, times the number of shares. Apex marks-to-market all positions daily to reflect changes in security prices. Apex reserves the right to adjust to US industry convention should that change or to raise or lower the collateral amount based on local laws or market custom outside the US; however, Apex will never collateralize the stock loan for less than 100% of the value. For example, Customer A has enrolled in the Program and Apex has borrowed 5000 shares of XYZ from Customer A. XYZ's closing price is $22.15. The mark-to-market is calculated by multiplying $22.15 * 1.02 = $22.59 rounded up nearest dollar which is $23, making the collateral calculation $23 * 5000 = $115,000.

Apex will deposit either cash (U.S. dollars) or U.S. Treasury securities as collateral. U.S. Treasury securities are subject to market risk, meaning that the price of such securities may increase or decrease. As noted in the preceding paragraph, however, Apex will maintain collateral, including U.S. Treasury securities, if used as collateral, with a current market value at least equal to 100% of the current market value of the securities it borrows from you. U.S. Treasury securities are backed by the U.S. federal government. The credit risk associated with U.S. Treasury securities

is therefore the risk that the U.S. government does not make, or does not timely make, payments owed with respect to such securities. Cash is generally not subject to market and credit risk.

Apex will be the counterparty borrower to all of the loans you make. That is, as a customer, you are transacting with Apex, which may, in turn, then transact on any relevant market. For all transactions in which you are lending your Fully-Paid Shares, Apex will be the borrower and Apex will be the party providing the collateral for you on the securities loan and paying your loan fees to you and your Introducing Broker.

III. SECURITIES LOANED OUT BY YOU MAY NOT BE PROTECTED BY SIPC.

THE PROVISIONS OF THE SECURITIES INVESTOR PROTECTION ACT OF 1970 MAY NOT PROTECT YOU WITH RESPECT TO YOUR SECURITIES LOAN TRANSACTIONS IN THE PROGRAM. THEREFORE, THE COLLATERAL HELD FOR YOU MAY CONSTITUTE THE ONLY SOURCE OF SATISFACTION OF APEX'S OBLIGATION IN THE EVENT APEX FAILS TO RETURN THE SECURITIES.

IV. Loss of Voting Rights.

The borrower of securities (and not you, as lender) has the right to vote, or to provide any consent or to take any similar action with respect to the loaned securities if the record date or deadline for such vote, consent or other action falls during the term of the loan.

V. You Can Sell Your Loaned Shares at any Time.

Even though you have loaned your shares out, you can sell those shares at any time, just like any other shares in your Apex account. You do not have to wait for the shares to be returned to sell them. Even if the shares are not returned on time to settle your sale of the shares, Apex will be responsible for settling the sale, not you, and you will receive the proceeds from the sale of the shares on the normal settlement date for the sale.

VI. You Continue to Own Loaned Shares and Have Market Risk on Those Shares.

When you lend your shares, you continue to own the shares and you continue to have the market exposure inherent in ownership of the shares (*i.e.*, if the share price decreases while you own the shares but are lending them out, the value of your position will decrease).

VII. Interest on Collateral.

Apex will determine, at its discretion and considering the interest rate environment, whether the Loan Fee that you and your Introducing Broker receive will include interest paid on the collateral securing your loan, if any. For additional information, please see Section XI.4 below.

VIII. The Securities Loaned out by You may be "Hard-to-Borrow" because of Short Selling or may be used to Satisfy Delivery Requirements Resulting from Short Sales.

The type of securities that are generally attractive to borrowers in the securities lending market, and which generate the highest loan fees, are "hard to borrow" securities. When you lend your Fully-Paid Securities, it is likely that such securities will be used to facilitate one or more short sales where the borrower is selling shares in hopes that the stock will decline in value (the short seller later repurchases the stock to pay back the stock loan). Since you are holding the shares "long" in your account, the activity of short sellers potentially could affect the long-term value of your holdings.

You may elect not to allow your Fully-Paid Securities to be used in connection with short sales. If you make that election, however, Apex likely will not permit you to participate in the Program.

IX. Potential tax implications, including payments deemed cash-in-lieu of dividend paid on securities while on loan.

When you lend your Fully-Paid Securities, you are entitled to receive the amount of all dividends and distributions made on or in respect of the loaned securities. However, you may receive cash payments "in lieu of" dividends. If you are a U.S. taxpayer, cash payments in lieu of dividends are not the same as qualified dividends for tax purposes and are taxed as normal ordinary income (up to 37%) instead of the preferential qualified dividend rate of 20% (U.S. federal income tax rates quoted here are for 2022 and are subject to change). If you are not a U.S. taxpayer, Apex may be required to withhold tax on payments in lieu of dividends and any loan fees due to you, if applicable, at 30% unless an exception applies.

It is solely within Apex's discretion whether to recall loaned shares from a borrower prior to a dividend, and Apex makes no guarantee to recall a loan prior to a dividend. With respect to other corporate actions affecting loaned shares, non-cash distributions that you are entitled to receive in connection with ownership of loaned securities will be added to the loaned securities on the date of distribution and will be transferred to you at termination of the loan.

Other special tax considerations could arise, and you are encouraged to consult a tax advisor for further information.

X. Apex has a right to terminate any borrow transaction in the event of a condition of the kind specified in FINRA Rule 4314(b).

Apex has a right to terminate any borrow transaction if you:

(1) apply for or consent to, or are the subject of an application for, the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of you or of all or a substantial part of your property;

(2) admit in writing your inability, or become generally unable, to pay your debts as such debts become due;

(3) make a general assignment for the benefit of your creditors; or

(4) file, or have filed against you, a petition under Title 11 of the United States Code, or have filed against you an application for a protective decree under Section 5 of the Securities Investor Protection Act of 1970 ("SIPA"), unless the right to liquidate such transaction is stayed, avoided, or otherwise limited by an order authorized under the provisions of SIPA or any statute administered by the SEC.

XI. Factors that Determine the Amount of Compensation Received by Apex and Amount of Compensation to be Paid to You and Your Introducing Broker, and the Ability of Those to Change.

1. Fees Paid to Borrow Securities (and therefore the Fees You Will Receive) Are Subject to Frequent Change and Can Go Down (or Up) by 50% or More.

The fees paid to borrow shares change frequently, even daily, in the securities lending market and this can reduce (or increase) the fees that you and your Introducing Broker receive for loans of your Fully-Paid Securities. You will not have direct control over when to initiate or terminate loans of specific shares (including based on fee changes). However, you can always terminate your participation in the Program (which will terminate all of your lending transactions) if you are unhappy with the fees you are receiving or the nature or frequency of fee changes. Please note, though, that if you terminate your participation in the Program, you may not be permitted to re-join the Program, or you may have to wait a certain length of time to re-join.

2. Apex is the Counterparty to All Fully-Paid Lending Transactions with You. Apex May Profit or Lose in Connection with the Transaction or Other Transactions in the Same Securities. Apex May Pay Part of the Loan Fees to Third Parties, Which Will Reduce the Rate You Receive.

Apex will be the counterparty (borrower) when you permit borrowing of your Fully-Paid Shares. Any transactions that Apex may or may not do on any securities lending markets are completely independent of your loan transaction with Apex. Thus, after Apex borrows shares from you for a given fee, Apex may or may not then lend those shares to another party or to or through an affiliate or third party. Likewise, Apex may terminate a loan with you and return shares to you while at the same time Apex continues to lend shares of the same stock out to the marketplace. In short,

Apex's obligation to you is to pay you and your Introducing Broker the specified fee on ongoing loan transactions until such transactions are terminated by you or by Apex. Nothing in the Program restricts Apex's ability to conduct stock lending and borrowing transactions with third parties who may profit or lose in connection with the transactions.

Apex may borrow shares from you and then lend those shares to one of its affiliates or other customers.

3. There Is No Guarantee That You and Your Introducing Broker Will Receive the Best Loan Fees Available for Your Shares.

The securities lending market is not a standardized and transparent market. Securities lending transactions generally take place "over the counter" rather than on organized exchanges where prices and transactions are transparent. There are no rules or mechanisms that guarantee or require that any given participant in the marketplace will receive the best fees for lending shares, and Apex cannot and does not guarantee that you and your Introducing Broker will receive the most favorable fees with respect to shares of your securities that Apex loans to third parties. Apex may not have access to the markets or counterparties that are offering the most favorable fees or may be unaware of the most favorable rates.

4. Commissions and Other Charges

You and your Introducing Broker will receive a Loan Fee, which will accrue daily. As described in the Schedule to the Master Securities Lending Agreement, the Loan Fee equals a percentage, referred to as the "Percentage Rate," of the "Loan Proceeds." The "Loan Proceeds" are (1) the net proceeds Apex receives for relending your Fully-Paid Shares, and/or (2) at the discretion of Apex and depending on the interest rate environment, a share of the interest that Apex receives on the collateral it deposits to secure the shares that it borrows from you.

The Percentage Rate may be changed by your Introducing Broker in its sole discretion, but will not be less than the Minimum Percentage Rate set out in the Schedule to the Master Securities Lending Agreement. Likewise, the Loan Fee may vary based on the demand for borrowing the types of Fully-Paid Securities available in the customers' accounts and other factors. Similarly, the bank may change the interest rate it pays on collateral that Apex deposits with that bank to secure the shares Apex borrows from you.

You may always terminate your participation in the Program if you are unhappy with the Percentage Rate you are receiving from the Introducing Broker.

XII. Loans May Be Terminated at Any Time By Apex

When you lend your Fully-Paid Shares, the loan may be terminated, and the shares returned to your Apex account at any time. The loan may be terminated because a party that borrowed the shares from Apex (after Apex borrowed them from you) chose to return the shares, or because Apex received a rerate request and rejected the rerate request, or for other reasons. Apex also has the right to terminate its borrowing of shares from you even if Apex continues to lend the same stock through another market. When the loan is terminated, shares will no longer be designated as on loan, you and your Introducing Broker will stop receiving the Loan Fees, and the collateral will no longer be held for your benefit. You will not have direct control over when to initiate or terminate loans of specific shares. Please note, however, that you can always terminate your participation in the Program, which will terminate all of your lending transactions.

XIII. Selling Your Shares or Borrowing Against Them Will Terminate the Loan Transaction.

If you sell the Fully-Paid Shares you have lent out, or if you borrow against the shares (such that the securities become margin securities and are no longer fully-paid or excess margin securities), the loan will terminate, and you and your Introducing Broker will stop receiving the Loan Fee.

XIV. There Is No Guarantee That Apex Can or Will Borrow, or Will be Able To Lend, Your Fully-Paid Shares

There is no guarantee that you will be able to lend (or that Apex will want to borrow) your Fully-Paid Shares. There may not be a market to lend your Fully-Paid Shares in a particular security at a fee that is advantageous, or Apex may not have access to a market with willing borrowers. Apex, or other Apex customers or Apex's affiliates, might have shares that may be loaned out that will satisfy available borrowing interest and, therefore, Apex may not borrow shares from you. There is no rule or requirement, nor is there anything in the applicable agreements between you and Apex, that requires Apex to borrow shares from you or requires Apex to place your interest in lending shares of a particular security ahead of Apex's own interests, or those of other Apex customers or those of Apex's affiliates. Apex cannot and does not guarantee that all your Fully-Paid Shares that possibly could be loaned out to generate Loan Fees will be loaned out.

IMPORTANT NOTE: IN THE EVENT OF A CONFLICT BETWEEN THE TERMS OF THIS DISCLOSURE DOCUMENT AND THE TERMS OF THE MASTER SECURITIES LENDING AGREEMENT THAT YOU SIGNED, THE TERMS OF THE MASTER SECURITIES LENDING AGREEMENT SHALL GOVERN.

FULLY PAID LENDING TRUST AGREEMENT

by and between

APEX CLEARING CORPORATION
As Trustor

And

WILMINGTON TRUST, NATIONAL ASSOCIATION
As Trustee

Dated as of April 9, 2021

FULLY PAID LENDING TRUST AGREEMENT

This FULLY PAID LENDING TRUST AGREEMENT (this "Agreement"), dated as of April 9, 2021, is executed and delivered by APEX CLEARING CORPORATION, (the "Trustor"), and WILMINGTON TRUST, NATIONAL ASSOCIATION as Collateral Trustee (the "Trustee"), for the benefit of the securities lending customers of the Trustor who have, pursuant to a Consent (as defined below), thereby and hereby consented to be bound by the terms of and incorporated as a party to this Agreement (each a "Lender" and collectively, the "Lenders").

RECITALS

WHEREAS, each Lender and the Trustor have entered into a securities loan agreement (the "Securities Lending Agreement") pursuant to which the Trustor has agreed to pledge to each Lender the Collateral (as defined below) in order to secure the repayment of the Trustor's obligations to each Lender; and

WHEREAS, the Lenders wish to appoint the Trustor to act as administrative agent of the Lenders to perform certain functions on behalf of the Lenders as more fully described herein; and

WHEREAS, the Lenders and Trustor have engaged JPMorgan Chase Bank, N.A. to act as securities intermediary and depositary bank to hold the Collateral and to perform other functions (the "Securities Intermediary"); and

WHEREAS Trustor and Trustee intend that each Lender that has entered into a Consent (as defined below) shall be incorporated as a party to this Agreement; and

WHEREAS, Lenders and Trustor wish to appoint the Trustee to act as collateral trustee to perform certain functions on behalf of and for the benefit of the Lenders as more fully described herein; and

WHEREAS, the Lenders have consented that the Trustee be named as the secured party for their benefit under the Account Control Agreement to be entered into among the Trustor, the Trustee as the collateral trustee for the benefit of the Lenders and the Securities Intermediary (the "Account Control Agreement") and have agreed to the terms of and to join and be bound by this Agreement by either executing consents in the form of Exhibit A attached hereto, or by agreeing to terms substantially the same as those contained in Exhibit A set forth in the Securities Lending Agreement or otherwise (the "Consents"); and

WHEREAS, pursuant to such Consents, the Trustee has agreed that it shall act for the benefit of such Lenders pursuant to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Trustor, the Trustee and the Lenders hereby agree as follows:

ARTICLE I
APPOINTMENT OF THE TRUSTEE; INTERPRETATION AND DEFINITIONS

1.1 APPOINTMENT OF THE TRUSTEE AND GRANT OF SECURITY INTEREST. The Trustor hereby appoints, and the Lenders through their Consents consent to the appointment of, Wilmington Trust, National Association as Trustee hereunder, upon the terms and subject to the conditions herein mentioned and Wilmington Trust, National Association hereby accepts such appointment. The Trustor and the Lenders hereby direct the Trustee to enter into the Account Control Agreement, on such terms acceptable to the Trustee, and authorize the Trustee to take such actions on behalf of such Lenders and to exercise such powers and perform such duties for the benefit of the Lenders as are expressly granted to the Trustee by this Agreement and the Account Control Agreement, together with such other powers as are reasonably incidental thereto. To secure the obligations of Trustor under the Securities Lending Agreement between Trustor and each Lender, Trustor hereby pledges with, assigns to, and grants Trustee for the benefit each Lender a continuing first priority security interest in, and a lien upon, all of Trustor's right,

title and interest in, to and under, whether now owned or existing or hereafter acquired or arising, the Collateral and all proceeds thereof. Trustee, as collateral trustee for such Lenders, shall have all the rights and remedies of a secured party under the UCC.

1.2 ACCEPTANCE OF APPOINTMENT. The Trustee hereby accepts such appointment as trustee, agent and representative on behalf of and for the benefit of the Lenders under this Agreement upon the terms and conditions hereof. The Trustee hereby further agrees to and acknowledges the security interest granted by Trustor to Trustee hereunder for the benefit of the Lenders and agrees to act as secured party for the benefit of such Lenders hereunder and pursuant to the Account Control Agreement.

1.3 INTERPRETATION AND DEFINITIONS. In this Agreement, unless the context otherwise requires:

(a) Capitalized terms used in this Agreement but not defined in the preamble above have the respective meanings assigned to them in this Section 1.3;

(b) A term defined anywhere in this Agreement has the same meaning throughout;

(c) All references to "this Agreement" are to this Agreement as modified, supplemented or amended from time to time;

(d) All references in this Agreement to Articles, Sections and Recitals are to Articles, Sections and Recitals of this Agreement, unless otherwise specified;

(e) A reference to the singular includes the plural and vice versa and a reference to any masculine form of a term shall include the feminine and neuter forms of such term, as applicable; and

(f) The following terms have the following meanings:

"Act of Insolvency" shall mean, with respect to the Trustor, (i) the commencement by such party as debtor, of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party's seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election or (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, filing, or the filing such party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Business Day" means a day other than a Saturday, Sunday or other a day on which banking institutions in the City of New York, New York are authorized or obligated by law or executive order to remain closed.

"Collateral" means the Collateral Account and all cash, securities, financial assets or other property held therein from time to time; provided that in no event shall Collateral mean non-U.S. securities.

"Collateral Account" means the collective reference to the Cash Account and the Securities Account (each as defined in the Account Control Agreement) established at and maintained by J.P. Morgan Chase Bank, N.A. for the benefit of Lenders.

"Collateral Data File" has the meaning set forth in Section 2.2.

"Event of Default" means that the Trustor has defaulted under the terms of the Securities Lending Agreement but remains solvent (i.e. a default by Trustor that is not due to an Act of Insolvency with respect to the Trustor) and that a Lender is entitled to a distribution of the Collateral pledged to such Lender pursuant to the terms of the Securities Lending Agreement.

"Instructions" means instructions, directions or other communications actually received by the Trustee in hard copy, by electronic means or other method or system specified by the Trustee as available for use in connection with the services hereunder.

"Lender Data File" has the meaning set forth in Section 2.1.

"Lender Identifying Information" means the name, address and email address of each Lender, the Lender's account information and the payment instructions for receipt by such Lender of the proceeds of the Collateral in the event of the occurrence of an Event of Default or Act of Insolvency. If an introducing broker-dealer introduces Lenders to Trustor on an omnibus or consolidated basis, the preceding information shall be provided with respect to the introducing broker-dealer.

"Lenders" means the securities lending customers of the Trustor who have agreed to join and be bound by the terms of this Agreement.

"Majority Lenders" means, on any date 51% of the Lenders who have joined and agreed to be bound by this Agreement as identified by the Trustor the Lender Identifying Information provided to the Trustee.

"Notice of Default" shall have the meaning set forth in Section 5.3.

"Notice of Revocation" shall have the meaning set forth in Section 5.3.

"Obligation Amount" has the meaning set forth in Section 2.1.

"Officer's Certificate" means, with respect to any Person, a certificate signed by the Chairman of the Board, the President, any Vice President or the Treasurer and the Secretary or an Assistant Secretary of such Person. Any Officer's Certificate delivered with respect to compliance with a condition or covenant provided for in this Agreement shall include:

(i) a statement that each officer signing such Officer's Certificate has read the covenant or condition and the definitions relating thereto;

(ii) a brief statement of the nature and scope of the examination or investigation undertaken by each such officer in rendering such Officer's Certificate;

(iii) a statement that each such officer has made such examination or investigation as, in such officer's opinion, is necessary to enable such officer to express an informed opinion as to whether or not such covenant or condition has been complied with; and

(iv) a statement as to whether, in the opinion of each such officer, such condition or covenant has been complied with.

"Opinion of Counsel" means a written opinion of legal counsel reasonably acceptable to the Trustee, which counsel may be an employee of the Trustor or a Lender.

"Person" means a legal person, including any individual, corporation, estate, partnership, joint venture, association, joint stock company, limited liability company, trust, unincorporated association, or government or any agency or political subdivision thereof, or any other entity of whatever nature.

"Procedures" has the meaning set forth in Section 2.1.

"Responsible Officer" means, with respect to the Trustee, any officer with direct responsibility for the administration of this Agreement and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of that officer's knowledge of and familiarity with the particular subject.

"Securities Intermediary" has the meaning set forth in the Recitals.

"Successor Trustee" means a successor to the Trustee possessing the qualifications to act as Trustee under Section 4.2.

"Trustee" means Wilmington Trust, National Association, until a successor trustee has been appointed and has accepted such appointment pursuant to the terms of this Agreement and thereafter means each such successor trustee.

"Trustor" means the Person named as the "Trustor" in the first paragraph of this instrument until a successor Person shall have become such pursuant to the applicable provisions of this Agreement, and thereafter "Trustor" shall mean such successor Person.

"Website" has the meaning set forth in Section 2.1.

ARTICLE II
INFORMATION, NOTICES AND WAIVERS

2.1 INFORMATION WITH RESPECT TO THE LENDERS.

The Trustor shall provide to the Trustee, promptly following the execution of each Consent to the Trustee, the Lender Identifying Information. The Trustee hereby agrees that each such identified party shall be deemed a Lender under the terms of this Agreement and that the Trustee shall act for the benefit of each such Lender identified in the Lender Identifying Information pursuant to the terms of this Agreement. The Trustee shall be entitled to conclusively rely on the accuracy of such information until such time as the Trustor or such Lender shall have given the Trustee written notice setting forth information that supersedes the information previously provided to it. In the event of a conflict between any such information provided by the Trustor and such Lender, such information as is provided by such Lender shall control. The Trustor shall give the Trustee notice at least once on each Business Day of the amount to be collateralized at Securities Intermediary for each Lender (the "Obligation Amount") to secure each Lender's securities lending transactions with the Trustor (each such notice herein called a "Lender Data File"). Such notices shall be given by electronic transmission in such manner as shall be mutually acceptable to the Trustee and the Trustor, which may include utilization by the Trustor of a secure website maintained by the Trustee for purposes of this Agreement (the "Website") in accordance with procedures prescribed by the Trustee from time to time (the "Procedures"). If on any Business Day, the Trustor fails to report the Obligation Amount in accordance with this Section 2.1, the Obligation Amount for such Business Day shall be the Obligation Amount in effect as of the immediately preceding Business Day until the Trustor, without any further action by the Trustee, notifies the Trustee in writing of the new Obligation Amount. The Trustee shall be entitled to conclusively assume the accuracy of any Lender Data File delivered to it by the Trustor pursuant to this Section 2.1 until such Lender Data File is superseded by a more current Lender Data File.

2.2 NOTICES BY TRUSTEE.

(a) The Trustee and the Trustor are entitled to, and shall endeavor to, receive from the Securities Intermediary each Business Day pursuant to the Account Control Agreement, information on the Collateral Account,

including, without limitation, the aggregate value of Collateral held by it for all of the Lenders of the Trustor as of the end of the immediately preceding Business Day (a "Collateral Data File"). If on any Business Day, the Securities Intermediary fails to report the aggregate amount of Collateral held in accordance with this Section 2.2(a), the aggregate amount of Collateral for such Business Day shall be the aggregate amount of Collateral in effect as of the immediately preceding Business Day until the Securities Intermediary, without any further action by the Trustee, makes available to the Trustee pursuant to the Account Control Agreement information as to the new aggregate amount of Collateral. The Trustee shall have no responsibility to determine whether the aggregate amount of Collateral held at the Securities Intermediary is sufficient to satisfy the Obligation Amount due to each Lender, and shall be entitled to conclusively rely on the information provided by both the Securities Intermediary and the Trustor without further inquiry.

(b) If on any Business Day the Collateral Data File shows that the value of the Collateral is less than the aggregate Obligation Amount due to the Lenders as reflected in the most recent Lender Data File, the Trustee shall provide written notice of such deficiency to the Trustor which shall, prior to close of business on such Business Day, transfer additional Collateral to the Collateral Account to cure such deficiency.

(c) If on any Business Day the Collateral Data File shows that the value of the Collateral is greater than the aggregate Obligation Amount due to the Lenders on such Business Day, the Trustee shall provide written notice of such excess to the Trustor which may deliver Instructions to the Trustee instructing the Trustee to issue Instructions to the Securities Intermediary to transfer such excess from the Collateral Account to the Trustor. Such Instructions may also instruct the Trustee as to whether cash Collateral or securities Collateral are to be transferred, and if securities Collateral are to be transferred, the identifying information for the specific securities Collateral to be transferred. Trustee's Instructions to the Securities Intermediary shall include the same. Promptly following receipt of such Instruction, the Trustee will instruct Securities Intermediary to return such excess to the Trustor. The Trustee shall not instruct the Securities Intermediary to transfer an amount exceeding such excess. Assets constituting excess Collateral transferred from the Collateral Account to the Trustor pursuant hereto shall cease to be Collateral for purposes of this Agreement.

(d) Notwithstanding any provision hereof, Trustee shall have no duties or obligation whatsoever with respect to the determination or calculation of market value of the Collateral or any item of Collateral.

2.3 EVIDENCE OF COMPLIANCE WITH CONDITIONS.

On a yearly basis, the Trustor shall, upon the request of Trustee, provide to the Trustee an Officer's Certificate that (i) it has conducted an audit of the information provided to the Trustee in its Lender Data Files and that such information, including, without limitation, the Obligation Amount for each Lender, was true and correct in all material respects and (ii) that each Lender participating in this Agreement is bound by a Consent.

ARTICLE III
POWERS, DUTIES AND RIGHTS OF TRUSTEE

3.1 POWERS AND DUTIES OF TRUSTEE.

(a) Notwithstanding anything to the contrary in this Agreement or the Account Control Agreement, the Trustee shall not be required to exercise any rights or remedies under this Agreement or the Account Control Agreement or give any consent under this Agreement or the Account Control Agreement or enter into any agreement amending, modifying, supplementing or waiving any provision of this Agreement or the Account Control Agreement, or otherwise take any action, or refrain from taking any action, which involves the exercise of discretion, unless it shall have been directed to do so in writing by the Trustor or, subsequent to an Event of Default or Act of Insolvency, the applicable Lender(s) (which written direction the Trustee shall be deemed to have received upon an Act of Insolvency pursuant to Section 5.3(b)). So long as the Trustee has requested Instructions from the Trustor or the Lenders, as the case may be, in a timely manner, the Trustee shall not be liable for any delay in acting that is attributable to a delay or failure by the Trustor or the Lenders in providing such Instructions to the Trustee, and the Trustee shall be fully protected in, and shall incur no liability in connection with, acting (or failing to act) pursuant to such Instructions.

(b) Concurrently herewith, the Lenders hereby direct the Trustee, and the Trustee is hereby authorized, to enter into the Account Control Agreement and any other related agreements in the form delivered to, and agreed upon by, the Trustee. For the avoidance of doubt, all of the Trustee's rights, protections and immunities provided herein shall apply to the Trustee for any actions taken or omitted to be taken under the Account Control Agreement and any other related agreements in such capacity.

(c) The Trustee undertakes to perform only such duties as are specifically set forth in this Agreement, and no implied duties, obligations, or covenants shall be read into this Agreement against the Trustee.

(d) No provision of this Agreement shall be construed to relieve the Trustee from liability for its own gross negligence or willful misconduct, except that:

(i) the Trustee is acting solely as a directed trustee hereunder and shall not have any fiduciary relationship with any Person, including any Lender, and no implied duties or obligations shall be read into this Agreement or the Account Control Agreement or otherwise exist against the Trustee;

(ii) in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to the Trustee and conforming to the requirements of this Agreement; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a good faith duty to examine the same to determine whether or not they conform to the requirements of this Agreement (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein);

(iii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer of the Trustee, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent facts upon which such judgment was made; and

(iv) no provision of this Agreement shall require the Trustee to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if the Trustee shall have reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it under the terms of this Agreement or if the Trustee shall have reasonable grounds for believing that an indemnity, satisfactory to the Trustee, against such risk or liability is not reasonably assured to it under the terms of this Agreement.

(e) In no event shall the Trustee be liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

(f) The Trustee may refuse to act on any notice, consent, direction or Instruction from the Trustor or the Lenders or any agent, trustee or similar representative thereof that, in the Trustee's reasonable opinion, (i) is contrary to law or the provisions hereof, the Account Control Agreement, or of any other document to which it is a party in connection with the transactions contemplated hereby, (ii) may expose the Trustee to liability (unless the Trustee shall have been indemnified, to its reasonable satisfaction, for such liability), provided that such refusal to act shall not be unreasonable.

(g) In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, epidemics, pandemics and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services.

3.2 CERTAIN RIGHTS OF TRUSTEE.

(a) Subject to the provisions of Section 3.1:

(i) Any Instruction from the Trustor or, subsequent to an Event of Default or Act of Insolvency, the applicable Lender(s) to the Trustee to take any action or refrain from taking any action shall be effective if given in writing and in a form acceptable to the Trustee;

(ii) Prior to the occurrence of an Event of Default or Act of Insolvency, each Lender agrees that it shall be bound by the Instructions or directions of the Trustor and that it shall have no right of dissent or any similar rights;

(iii) Prior to the occurrence of an Event of Default or Act of Insolvency, the Trustee may apply to the Trustor for Instructions with respect to any matter arising in connection with the Trustee's performance hereunder and such application for Instructions may, at the option of the Trustee, set forth in writing any action proposed to be taken or omitted to be taken by the Trustee with respect to its duties or obligations under this Agreement and the date on and/or after which such action shall be taken, and the Trustee shall not be liable for any action taken or omitted to be taken in accordance with a proposal included in any such application on or after the date specified therein unless, prior to taking or omitting to take any such action, the Trustee has received Instructions in response to such application specifying the action to be taken or omitted;

(iv) The Trustee may conclusively rely, and shall be fully protected in acting or refraining from acting, upon any Instruction, resolution, certificate, statement, instrument, direction, consent, order or other document believed by it to be genuine and to have been signed, sent or presented by the proper party or parties;

(v) The Trustee shall have no duty to see to any recording, filing or registration of any instrument (or any rerecording, refiling or re-registration thereof) with respect to this Agreement;

(vi) The Trustee may consult with counsel, including counsel of its Affiliates. The Trustee may likewise rely on the advice or opinion that Trustor provides Trustee from Trustor's counsel, including counsel of Trustor's Affiliates and such advice or opinion of such counsel with respect to legal matters may be reasonably relied upon in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with such advice or opinion. The Trustee shall have the right at any time to seek instructions concerning the administration of this Agreement from any court of competent jurisdiction;

(vii) The Trustee shall not be bound to make any investigation into the facts or matters stated in any Instruction, resolution, certificate, statement, instrument, report, notice, request, direction or order, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit; and

(viii) Any action taken by the Trustee hereunder in accordance with the terms of this Agreement shall bind the Lenders, and the duly authorized signature or action of the Trustee alone shall be sufficient and effective to perform any such action under this Agreement. No third party shall be required to inquire as to the authority of the Trustee to so act or as to its compliance with any of the terms and provisions of this Agreement, both of which shall be conclusively evidenced by the Trustee's taking such action.

(b) No provision of this Agreement shall be deemed to impose any duty or obligation on the Trustee to perform any act or acts or exercise any right, power, duty or obligation conferred or imposed on it in any jurisdiction in which it shall be illegal, or in which the Trustee shall be unqualified or incompetent to act in accordance with applicable law, to perform any such act or acts or to exercise any such right, power, duty or obligation. No permissive power or authority available to the Trustee shall be construed to be a duty.

(c) The Trustee is authorized to obey and comply, in any manner it or its counsel deems appropriate, with all writs, order, judgments, awards, decrees issued or process entered by any court or arbitral tribunal that the Trustee reasonably believes has competent jurisdiction with respect to this Agreement and if the Trustee so complies, it shall not be liable to any party hereto or to any other party or person notwithstanding that any such writ, order,

judgment, award, decree or process may be subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without competent jurisdiction.

(d) To the fullest extent permitted by applicable law, the Lenders shall jointly pay, indemnify and hold the Trustee, the Securities Intermediary, each agent or attorney-in-fact appointed by the Trustee under this Agreement or the Account Control Agreement, and each of their respective officers, directors, shareholders, controlling persons, employees, agents and servants (each, an "Indemnified Party") harmless from and against, any and all losses, costs, reasonably incurred and reasonably documented out-of-pocket expenses and disbursements, claims, damages, and liabilities (including, but not limited to, reasonable out-of-pocket attorneys' fees) and any and all fees and expenses whatsoever incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation for which such Indemnified Party may become subject to or liable by reason of the Trustee's acting as Trustee under this Agreement and the Account Control Agreement, unless (in each case) arising from the gross negligence, bad faith or willful misconduct of any Indemnified Party.

(e) The indemnification obligations of the Lenders pursuant to this Section 3.2 shall be, in the case of expenses incurred by the Trustee in enforcing the provisions of this Agreement and the Account Control Agreement and realizing upon any of the Collateral, limited to the reasonable expenses (including reasonable fees and expenses of legal counsel) so incurred, provided, however, that any and all expenses incurred in the course of following Instructions or other directions of the Trustor or the Lenders shall be deemed reasonable.

(f) To the fullest extent permitted by applicable law, the Trustor shall pay, indemnify and hold the Trustee, each agent or attorney in fact appointed by the Trustee hereunder and each of their respective officers, directors, shareholders, controlling persons, employees, agents and servants (each, an "Trustee Indemnified Party") harmless from and against, any and all losses, costs, reasonably incurred and reasonably documented out-of-pocket expenses and disbursements, claims, damages, and liabilities (including, but not limited to, reasonable out-of-pocket attorneys' fees and any and all fees and expenses whatsoever incurred in investigating, preparing, or defending against any litigation, commenced or threatened, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation for which such Trustee Indemnified Party may become subject to or liable, by reason of complying with any Instructions or directions of the Trustor including any Instructions or directions to issue any Instructions or entitlement orders, unless (in each case) arising from the gross negligence, bad faith or willful misconduct of any Trustee Indemnified Party.

(g) The obligations of the Lenders and the Trustor under this Section 3.2 shall survive each of (i) the termination of this Agreement, (ii) the resignation or removal of the Trustee under this Agreement and (iii) the resignation or removal of the Securities Intermediary under the Account Control Agreement.
The obligations of the Lenders under this Section 3.2 shall be subject to Section 8.4.

ARTICLE IV
TRUSTEE

4.1 TRUSTEE; ELIGIBILITY.

(a) There shall be at all times be a Trustee which shall (i) not be an Affiliate of the Trustor and (ii) be a corporation organized and doing business under the laws of the United States of America or any state or territory thereof or of the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by federal, state, territorial or District of Columbia authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the supervising or examining authority referred to above, then, for the purposes of this Section 4.1(a), the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(b) If at any time the Trustee shall cease to be eligible to so act under Section 4.1(a), the Trustee shall immediately resign in the manner and with the effect set out in Section 4.2(c).

4.2 REMOVAL AND RESIGNATION OF TRUSTEE; APPOINTMENT OF SUCCESSOR TRUSTEE.

(a) The Trustee may be removed (i) by the Trustor's delivery of not less than ninety (90) days' written notice of removal to the Trustee and each of the Lenders, or (ii) by the Majority Lenders' delivery of not less than ninety (90) days' written notice of removal executed by such Lenders and delivered to the Trustee and the Trustor. Such resignation or removal shall not become effective unless and until a Successor Trustee has been appointed pursuant to Section 4.2(c) and has accepted such appointment by written instrument executed by such Successor Trustee and delivered to the Trustor.

(b) If the Trustee materially defaults on any of its material obligations under this Agreement, Trustor may immediately remove Trustee from office and appoint a Successor Trustee. A material default under this Agreement includes, but is not limited to, the Trustee becoming insolvent as declared pursuant to the public filing of any case, proceeding, petition or decree against Trustee under Chapter 7 or Chapter 11 of the Bankruptcy Code, or any other applicable U.S. law or regulation.

(c) The Trustee may resign from office by an instrument in writing executed by the Trustee and delivered to the Trustor and the Lenders, which resignation shall not take effect until a Successor Trustee has been appointed and has accepted such appointment by instrument in writing executed by such Successor Trustee and delivered to the Trustor and the resigning Trustee.

(d) If the Trustee resigns or is removed by the Trustor or the Majority Lenders, or if a vacancy exists in the office of the Trustee for any reason, the Trustor shall promptly appoint a Successor Trustee. A Successor Trustee shall be appointed by the Trustor by written instrument executed by the Trustor and delivered to the Lenders and the retiring Trustee. If no Successor Trustee shall have been appointed and accepted appointment as provided in this Section 4.2(c) within forty-five (45) days after delivery to the Trustee of an instrument of removal or delivery by the Trustee of a notice of resignation, the removed or resigning Trustee may petition any court of competent jurisdiction for appointment of a Successor Trustee. Such court may thereupon, after prescribing such notice, if any, as it may deem proper, appoint a Successor Trustee.

(e) Notwithstanding the foregoing, in the event that Trustor is unable to appoint a Successor Trustee, or appoint a Successor Trustee on a timely basis, under the provisions of this Section 4.2, Trustor shall have the right to, upon notice to Trustee, with such notice not required if Trustee has defaulted on its obligations under this Agreement and been removed from office, immediately take any of the following actions:

i. Petition a court of competent jurisdiction for appointment of a Successor Trustee, subject to the terms and qualifications set forth in Section 4.1 and this Section 4.2; or

ii. Appoint a collateral agent ("Collateral Agent") to serve on a temporary basis until a Successor Trustee is appointed. Trustor shall make available to the Collateral Agent each Business Day the Obligation Amount in accordance with Section 2.1, and Collateral shall be entitled to, and shall endeavor to, receive from Securities Intermediary each Business Day the Collateral Data File in accordance with Section 2.2. Based on the preceding, the Collateral Agent shall provide written notice to Trustor of any Collateral excess or deficiency and Trustor shall act in accordance with the provisions of Section 2.2(b) and 2.2(c). If an Act of Insolvency occurs with respect to Trustor during the service of a Collateral Agent, Securities Intermediary shall return all Collateral to Lenders on a pro rata basis; or

iii. In its sole discretion, suspend its securities borrowing activities under the Securities Lending Agreements, return borrowed securities to Lenders, and issue Instructions directly to Securities Intermediary for the return of all Collateral to Trustor.

Trustee hereby acknowledges, agrees, represents, and warrants that Trustee is acting solely and exclusively as the Trustee for the benefit of the Lenders at all times when it acts hereunder and accepts, holds, administers and/or enforces (i) the security interest in the Collateral; (ii) the Collateral; and (iii) any accounts in which the Collateral is held.

Trustee acknowledges and agrees that upon the insolvency or bankruptcy of Trustee, the Collateral shall not be treated as property of Trustee or Trustee's estate and Trustee or the estate of Trustee, as applicable, shall not have any claim or other interest in the Collateral or any account in which the Collateral is held.

(f) No Trustee shall be liable for the acts or omissions to act of any Successor Trustee and no Successor Trustee shall be liable for the acts or omissions to act of any prior Trustee.

(g) Upon termination of this Agreement or removal or resignation of the Trustee pursuant to this Section 4.2, the Trustor shall pay to the Trustee all undisputed amounts owing for fees and reimbursement of expenses which have accrued to the date of such termination, removal or resignation.

ARTICLE V
REMEDIES AND NOTICE OF DEFAULT

5.1 REMEDIES. The Trustee may exercise any of the rights and remedies granted by the Account Control Agreement.

5.2 APPOINTMENT OF A RECEIVER. Subject to the requirements of the Securities Investor Protection Act of 1970, as amended, if a receiver of the Collateral shall be appointed in judicial proceedings, the Trustee may be appointed as such receiver, or may have a separate receiver appointed. Notwithstanding the appointment of a receiver, but subject to an order of the court in the judicial proceedings referred to above, each of the Trustee and the Securities Intermediary shall be entitled to retain possession and control of all cash or property held by or deposited with it or its agents pursuant to any provision of this Agreement or the Account Control Agreement.

5.3 NOTICE OF DEFAULT.

(a) A Lender may, subject to the terms of the Securities Lending Agreement, deliver to the Trustee a Notice of Default (with a copy to Trustor) stating that an Event of Default has occurred under the Securities Lending Agreement wherein the Trustor remains solvent (i.e. the Event of Default is not due to an Act of Insolvency with respect to the Trustor) substantially in the form attached hereto as Exhibit B (a "Notice of Default"). Such Lender hereby covenants, for the benefit of the Trustor, that the Lender will not deliver a Notice of Default until all of the Lender's rights of enforcement pursuant to the Securities Lending Agreement have fully accrued following an event of Default (as defined in the Securities Lending Agreement) by the Trustor and the expiration of any applicable notice requirement or grace period. The Trustee shall have no duty to determine whether the Lender has complied with the immediately preceding sentence nor shall such covenant by the Lender constitute a limitation on the Trustee's right to act upon a Notice of Default without inquiry. The Trustee agrees to promptly notify the Trustor of its receipt of such Notice of Default and shall not act in accordance with Instructions from the Lender for the withdrawal, payment, transfer or other disposition with respect to that portion of the Collateral allocated to it until the passage of three (3) Business Days after Trustee's receipt of such Notice of Default. Upon the passage of such three (3) Business Day period, unless Lender sends a written notice to Trustee revoking such Notice of Default substantially in the form attached hereto as Exhibit C (a "Notice of Revocation"), Trustee is authorized to act upon such Notice of Default, and shall, without inquiry and in reliance upon such Notice of Default, direct the Securities Intermediary to deliver to it that portion of the Collateral allocable to such Lender pursuant to the information contained in the Lender Data File. No such three (3) Business Day delay shall be imposed in a situation involving an Act of Insolvency with respect to the Trustor, as described in paragraph (b) of this Section 5.3. Delivery of such Notice of Default shall constitute a representation and warranty by the Lender that the Trustee's compliance therewith does not violate any law, regulation, court order or other legal impediment or the terms of the Securities Lending Agreement or any other agreement between the Trustor and the Lender. The Trustee may conclusively rely without further inquiry on the statements set forth in any Notice of Default and any related instructions.

(b) Upon "actual knowledge" that an Act of Insolvency has occurred and is continuing with respect to the Trustor, the Trustee shall be "deemed to have received" a Notice of Default from each of the Lenders which instructs and directs Trustee to disregard and not follow any and all Instructions or entitlement orders of Trustor with respect to the Collateral, and authorizes and directs Trustee to direct the Securities Intermediary to deliver all of the Collateral held by it to the Trustee and for the Trustee to distribute the Collateral to each of the Lenders pursuant to

the information contained in the Lender Data File. Trustee agrees to notify each Lender of the occurrence of an Act of Insolvency with respect to the Trustor. "Actual knowledge" of the occurrence of an Act of Insolvency with respect to Trustor shall mean that a Responsible Officer has actual knowledge of a public notice of the filing of any case, proceeding, petition or decree against Trustor under Chapter 7 or Chapter 11 of the Bankruptcy Code, under the Securities Investor Protection Act of 1970 or under the Orderly Liquidation Authority under Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act., as amended. Upon the lifting, expiration or termination of any stays mandated by applicable law, the Trustee shall promptly to distribute such Collateral to each Lender in an amount not to exceed the Obligation Amount with respect to such Lender as last communicated to the Trustee by the Trustor pursuant to Section 2.2. It is acknowledged and agreed that the Lenders rights pursuant to this Section 5 represent "contractual rights" to cause the acceleration, termination, and/or liquidation of a securities contract in respect of "termination values", "payment amounts" or "other transfer obligations" within the meaning of Sections 362, 555 and 561 of the Bankruptcy Code and Section 78eee(b)(2)(C) of the Securities Investor Protection Act of 1970, as amended. Each Lender and Trustor shall be entitled to the protections afforded by these provisions and other applicable safe harbor provisions of the Bankruptcy Code. In no event shall the Trustee accept from any Lender a notification of a Default by the Trustor due to an Act of Insolvency. The existence of an Act of Insolvency can only be established through "actual knowledge" pursuant to the foregoing provisions of this Section 5.3(b).

(c) In the event that Trustor fails to transfer additional Collateral into the Collateral Account as and when required under the provisions of Section 2.2(b) hereof (a "Collateralization Default"), and such failure is not cured:

(i) Prior to the close of business on the next succeeding Business Day, then

(A) Trustor shall immediately cease engaging in the loan of Lender securities under each Securities Lending Agreement until such Collateralization Default is cured, and

(B) Trustee shall suspend the performance of its obligations under Sections 2.2 until the close of business on the second Business Day following the Business Day on which the Collateralization Default occurred (the "Collateralization Cure Date"); and

(ii) Prior to the close of business on the Collateralization Cure Date, the Trustee shall provide notice to all Lenders of the Collateralization Default.

(d) If following distribution of the Obligation Amount due to each Lender and the satisfaction of all remaining obligations of Trustor to Lender under the Securities Lending Agreement, there is any balance remaining, including any proceeds from a sale of Collateral, such balance shall be returned to the Trustor, or upon the occurrence of an Act of Insolvency with respect to Trustor, to Trustor's estate, subject to the instructions of the trustee or receiver appointed in connection with Trustor's insolvency or the court presiding over Trustor's bankruptcy case. In the event that distributions are made to Lenders as a result of a Collateralization Default, Trustee shall make such distributions in accordance with the provisions of Section 5.6 hereof, but it is acknowledged and agreed that the Trustee shall only distribute each Lender's ratable share of the Collateral available for distribution, in proportion to such Lender's Obligation Amount relative to the aggregate of all Obligation Amounts owing to all Lenders.

5.4 INSTRUCTIONS BY LENDERS. To the extent that any provision of this Agreement or the Account Control Agreement provides that the Trustee shall act according to the Instructions or directions of the Trustor, subsequent to an Event of Default, such Instructions or directions may instead be provided by the Lenders affected by such Event of Default and the Trustee shall be entitled to rely on, and shall be obligated to follow such Instructions or other directions.

5.5 CORPORATE ACTIONS. It is not generally anticipated, given the nature of the arrangements set out herein, that (i) Collateral will be subject to voluntary Corporate Actions (as hereinafter defined) or (ii) in the event that the Collateral is subject to a voluntary Corporate Action, that Trustee would receive notice thereof in its capacity as Trustee. Nevertheless, if at any time prior to or subsequent to the occurrence of an Event of Default, the Trustee, in its capacity as Trustee hereunder, receives notice regarding the exercise of any voting or consent rights, or similar actions with respect to the Collateral (including, but not limited to, warrants, options, tenders, options to tender

or non-mandatory puts or calls)(a "Corporate Action"), it must receive specific corporate action Instructions from, (i) if prior to an Event of Default, the Trustor, and (ii) if subsequent to an Event of Default, the Lenders. In order for Trustee to act, it must receive the applicable corporate action Instructions not later than noon at least two (2) Business Days prior to the last scheduled date to act (or such earlier date or time as Trustee may notify the Lenders). Absent Trustee's timely receipt of such corporate action Instructions, Trustee shall have no obligation to take any action with respect to such Corporate Action and shall not be liable for failure to take any action relating to or to exercise any such voting, consent or similar rights.

5.6 DISTRIBUTIONS TO LENDERS.

(a) Following its receipt of a Notice of Default or deemed Notice of Default in the event of an Act of Insolvency with respect to the Trustor and delivery by the Securities Intermediary of the applicable amount of Collateral to the Trustee, the Trustee will as promptly as reasonably practicable under the circumstances, deliver to each applicable Lender, its proportionate interest in the Collateral as set forth in the Lender Data File.

(b) The Trustee shall be responsible for calculating the amount to be distributed to each Lender and performing all other calculations necessary for distribution of the Collateral, provided, however, that the Trustee shall be entitled to rely conclusively on the information contained in the Lender Identifying Information, the Lender Data File and the Collateral Data File and shall not be liable for any loss resulting from an error contained in such Lender Identifying Information, the Lender Data File or the Collateral Data File.

(c) Prior to the distribution of any excess Collateral to the Trustor pursuant to Section 5.3(d), the Trustee shall be entitled to apply such excess Collateral first to the Trustee in such amount as is necessary to satisfy any then unpaid amounts owing to the Trustee pursuant to this Agreement.

5.7 RECEIPT OF AMOUNTS BY THE LENDERS. If at any time following a distribution to the Lenders pursuant to Section 5.6 any Lender (a "Receiving Party") shall have received any payment or distribution (whether voluntary, involuntary, through the exercise of any rights of set-off, or otherwise, and whether in cash, property or securities) in excess of the payments or distributions such Receiving Party would have received through the operation of Section 5.6 (such excess payment or distribution being referred to as an "Excess Payment"), then such Receiving Party shall hold such Excess Payment in trust for the benefit of all Lenders, and shall promptly pay over such Excess Payments in the form received (duly endorsed, if necessary, to the Trustee) to the Trustee for distribution by the Trustee pursuant to Section 5.6.

ARTICLE VI
TERMINATION

6.1 TERMINATION. This Agreement shall terminate on the date that the Account Control Agreement terminates in accordance with its terms, provided, however, that if at the time of the termination of the Account Control Agreement, proceeds of the Collateral remain in the possession of the Trustee pending distribution, this Agreement shall not terminate until such time as such proceeds of the Collateral have been distributed to each Lender entitled thereto.

ARTICLE VII
COMPENSATION; REIMBURSEMENT OF EXPENSES

7.1 TRUSTOR OBLIGATIONS. The Trustor agrees to pay to the Trustee from time to time such compensation for all services rendered by it hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and to reimburse the Trustee for such expenses and disbursements as shall have been agreed to in the Fee Schedule dated of even date herewith, between the Trustor and the Trustee; and to indemnify the Trustee (which shall include its directors, officers, employees and agents), against any loss, liability or expense incurred without gross negligence or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the reasonable costs and expenses of defending itself against, or investigating, any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The provisions of this Section 7.1 shall survive the termination of this Agreement or the resignation or removal of the Trustee. To secure the Trustor's payment obligations in this

Section 7.1, the Trustee shall have a lien subordinate to that of the Lenders on all money or property held or collected by the Trustee under this Agreement.

ARTICLE VIII
MISCELLANEOUS

8.1 REPRESENTATIONS AND WARRANTIES

(a) The Trustor and the Trustee. The Trustor and the Trustee each represents and warrants for itself, which representations and warranties shall be deemed to be continuing, that:

(i) It is duly organized and existing under the laws of the jurisdiction of its organization with full power and authority to execute and deliver this Agreement and to perform all of the duties and obligations to be performed by it hereunder;

(ii) This Agreement is legally and validly entered into, does not, and will not, violate any ordinance, charter, by-law, rule or statute applicable to it, and is enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, administration, liquidation or analogous or similar laws or regulations, or by equitable principles; and

(iii) The person executing this Agreement and any other document related hereto on its behalf has been duly and properly authorized to do so.

(b) Further Representations and Warranties of the Trustor**.**

(i) The Trustor represents and warrants that it is in compliance, and covenants that it shall remain in compliance during the term hereof, in all material respects, with the requirements of SEC Rules 8c-1, 15c2-1, and 15c3-3 promulgated under the Securities and Exchange Act of 1934, as amended;

(ii) Trustor represents and warrants that each Lender whose Collateral is held pursuant to this Agreement has provided a Consent either in the form of Exhibit A attached hereto or has agreed to terms substantially the same as those contained in Exhibit A as part of the Securities Lending Agreement or otherwise;

(iii) Trustor represents and warrants that all information contained in each Lender Data File provided hereunder, and all Lender Identifying Information provided hereunder is true and correct in all material respects;

(iv) Trustor represents and warrants that it will promptly notify the Trustee if any of the representations and warranties made hereunder are no longer true and correct in all material respects; and

(v) Trustor represents and warrants that each provision of Lender Identifying Information to the Trustee shall constitute an affirmation of the accuracy of the representations and warranties set forth in this Section 8.1(b), including, without limitation, the representation and warranty that the applicable Lender has executed a Consent.

8.2 SUCCESSORS AND ASSIGNS.

(a) All agreements contained in this Agreement shall bind the successors, assigns, receivers, trustees and representatives of the Trustor and shall inure to the benefit of the Trustee and the Lenders. Except in connection with a consolidation, merger, sale, assignment, conveyance, transfer, lease or other disposition involving the Trustor that is permitted by this Article VIII and pursuant to which the successor or assignee agrees in writing to perform the Trustor's obligations hereunder, the Trustor shall not assign its obligations hereunder.

(b) Nothing contained in this Agreement shall prevent (i) any consolidation or merger of the Trustor with or into any other Person (whether or not affiliated with the Trustor), or successive consolidations or mergers in which the Trustor or its successor or successors shall be a party or parties, or shall prevent any sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the assets or other property of the Trustor

or its successor or successors to any other Person (whether or not affiliated with the Trustor or its successor or successors), provided that the Trustor is the surviving or continuing entity, or (if the Trustor is not the surviving or continuing entity) the surviving or continuing entity or entity that acquires all or substantially all of the Trustor's assets by sale, assignment, conveyance, transfer or lease or other disposition is incorporated in the United States of America and expressly assumes by an agreement supplemental hereto in form satisfactory to the Trustee the payment and performance of all obligations of the Trustor under this Agreement or (ii) any consolidation or merger of the Trustee with or into any other Person (whether or not affiliated with the Trustee), or successive consolidations or mergers in which the Trustee or its successor or successors shall be a party or parties, or shall prevent any sale, assignment, conveyance, transfer, lease or other disposition of all or substantially all of the assets or other property of the Trustee or its successor or successors to any other Person (whether or not affiliated with the Trustee or its successor or successors), provided that the (A) Trustee is the surviving or continuing entity, or (if the Trustee is not the surviving or continuing entity) the surviving or continuing entity or entity that acquires all or substantially all of the Trustee's assets by sale, assignment, conveyance, transfer or lease or other disposition is incorporated in the United States of America and expressly assumes by an agreement supplemental hereto in form satisfactory to the Trustor the payment and performance of all obligations of the Trustee under this Agreement and (B) such surviving entity is qualified to act according to the terms hereof.

(c) In case of any such consolidation, merger, sale, assignment, conveyance, transfer, lease or other disposition and upon the assumption by the successor Person in accordance with the preceding paragraph of the payment and performance of all obligations of the predecessor Person under this Agreement, such successor Person shall succeed to and be substituted for the predecessor Person, with the same effect as if it had been named herein, and thereupon the predecessor Person, except in the case of a lease, shall be relieved of all duties, obligations and covenants under this Agreement.

(d) Each Person shall be entitled to receive an Opinion of Counsel as conclusive evidence that any such consolidation, merger, sale, conveyance, transfer, lease or other disposition, any such assumption and any succession to the role of the predecessor Person permitted by this Section 8.2, comply with the provisions of this Article VIII.

(e) Except as expressly provided by this Section 8.2, the Trustee may not otherwise assign its rights or delegate its duties under this Agreement without the prior written consent of the Trustor and the Lenders, which consent will not be unreasonably withheld or delayed, provided that the Trustee continues to be liable to the Trustor and the Lenders for the performance of the Trustee's obligations under this Agreement.

(f) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby.

8.3 AMENDMENTS.

(a) The Trustor and the Trustee may from time to time and at any time enter into an agreement or agreements supplemental hereto, without the consent of the Lenders, for one or more of the following purposes, provided, however, that such agreement or agreements supplement hereto do not adversely affect the powers and rights of each Lender to issue Instructions to the Trustee subsequent to an Event of Default or adversely affect the security interest granted to the Trustee for benefit of the Lenders:

(i) To evidence the succession of another Person to the Trustor, and the assumption by any such successor of the covenants of the Trustor contained;

(ii) To add to the covenants of the Trustor further covenants, restrictions, conditions or provisions for the protection of;

(iii) To cure any ambiguity or to correct or supplement any provision contained herein or in any supplemental agreement which may be defective or inconsistent with any other provision contained herein or in any supplemental agreement, or to make such other provisions in regard to matters or questions arising under this Agreement as shall not be inconsistent with the provisions of this

Agreement and in all such cases shall not adversely affect the interests of the Lenders in any material respect; or

(iv) To evidence and provide for the acceptance of appointment hereunder by a Successor Trustee pursuant to the requirements of Section 4.2.

(b) The Trustee is hereby authorized to join with the Trustor in the execution of any such supplemental agreement, and to make any further appropriate agreements and stipulations which may be therein contained, but the Trustee shall not be obligated to enter into any such supplemental agreement which affects the Trustee's own rights, duties or immunities under this Agreement or otherwise. Any supplemental agreement authorized by the provisions of this Section 8.3(b) may be executed by the Trustor and the Trustee without the consent of the Lenders, notwithstanding any of the provisions of Section 8.3(c).

(c) With the consent (evidenced as provided in Section 8.4) of the Lenders (to the extent required), the Trustor and the Trustee may from time to time and at any time enter into an agreement or agreements supplemental hereto for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Agreement or of any supplemental agreement or of modifying in any manner the rights of the Lenders under this Agreement; provided, however, that no such supplemental agreement shall change or terminate the obligation of the Trustee to distribute the Collateral in accordance with the provisions hereof in a manner that adversely affects the interests of the Lenders in any material respect.

(d) Upon the request of the Trustor and upon the filing with the Trustee of evidence of the consent of the Lenders required to consent thereto as aforesaid, the Trustee shall join with the Trustor in the execution of such supplemental agreement unless such supplemental agreement affects the Trustee's own rights, duties or immunities under this Agreement or otherwise, in which case the Trustee may in its discretion but shall not be obligated to enter into such supplemental agreement.

(f) It shall not be necessary for the consent of the Lenders under this Section 8.3 to approve the particular form of any proposed supplemental agreement, but it shall be sufficient if such consent shall approve the substance thereof.

(g) Promptly after the execution by the Trustor and the Trustee of any supplemental agreement pursuant to the provisions of this Section 8.3, the Trustee shall transmit by mail, first-class postage prepaid, a notice, setting forth in general terms the substance of such supplemental agreement, to the Lenders. Any failure of the Trustee to mail such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such supplemental agreement.

(h) Upon the execution of any supplemental agreement pursuant to the provisions of this Section 8.3, this Agreement shall be and be deemed to be modified and amended in accordance therewith and the respective rights, limitations of rights, obligations, duties and immunities under this Agreement of the Trustee, the Trustor and the Lenders shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such supplemental agreement shall be and be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

(i) The Trustee shall be entitled to receive an Opinion of Counsel as conclusive evidence that any supplemental agreement executed pursuant to this Section 8.3 is authorized or permitted by, and conforms to, the terms of this Section 8.3 and that it is proper for the Trustee under the provisions of this Section 8.3 to join in the execution thereof.

8.4 ACTS OF LENDERS.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided or permitted by this Agreement to be given, made or taken by Lenders, including by the Majority Lenders, may be embodied in and evidenced by one or more Instructions, instruments of substantially similar tenor signed by such Lenders, or Majority Lenders, as applicable in person or by agent duly appointed in writing; and, except as herein

otherwise expressly provided, such action shall become effective when such Instruction, instrument or instruments are delivered to the Trustee.

(b) Proof of execution of any such Instruction, instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Agreement and conclusive in favor of the Trustee and the Trustor, if made in the manner provided in this Section.

8.5 SEPARATE LIABILITY.

(a) The obligations of each Lender under this Agreement (if any) shall be several and not joint, and no Lender shall be liable or responsible for any amounts owed hereunder by, or any other liability of, any other Lender.

(b) With respect to any amount expressed to be payable by the Lenders, rather than a particular Lender, to the Trustee or the Securities Intermediary, the liability of each Lender for such amount payable by the Lenders on any date of determination shall not exceed each Lender's pro rata interest in the Collateral, in each case as of such date of determination.

8.6 NOTICES.

(a) Except as otherwise expressly provided in this Agreement, all notices and other communications provided for in this Agreement shall be in writing, duly signed by the party giving such notice, and shall be delivered by hand, telecopied or mailed by registered or certified mail, as follows:

If given to the Trustee, at the Trustee's mailing address set forth below (or such other address as the Trustee may give notice of to the Trustor and the Lenders):

Wilmington Trust, National Association
285 Delaware Avenue
Buffalo, NY 14202
Attn: Collateral Management
Collateralmgmt@wilmingtontrust.com

If given to the Trustor, at the Trustor's mailing addresses set forth below (or such other address as the Trustor may give notice of to the Trustee and the Lenders):

Apex Clearing Corporation
350 N. St. Paul Street
Suite 1300
Dallas, TX 75054
Attn: Treasury
treasury@apexclearing.com

If given to any Lender, at the address or email address set forth in the Lender Identifying Information (or such other address as the Trustor or such Lender may give notice of to the Trustee; provided that if there is a conflict between an address provided by the Trustor and such Lender, such address as is provided by such Lender shall control).

(b) All such notices and other communications shall be deemed to have been given when received in person, telecopied with receipt confirmed, or mailed by first class mail, postage prepaid, except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver.

(c) The Trustee agrees to accept and act upon Instructions or other directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods; provided, however, that with regard to any Notice of Default or Notice of Revocation the Lender providing such electronic Instructions

or directions, subsequent to the transmission thereof, shall provide the originally executed Instructions or directions to the Trustee in a timely manner and (b) such originally executed Instructions or directions shall be signed by an authorized representative of the party providing such Instructions or directions. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's good faith reliance upon and compliance with such Instructions or directions notwithstanding such Instructions or directions conflict or are inconsistent with a subsequent written Instruction or direction or if the subsequent written Instruction or direction is never received. The party providing Instructions or directions by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, as aforesaid, agrees to assume all risks arising out of the use of such electronic methods to submit Instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

8.7 CIP and CDD/BO Reliance. As a condition to the Trustee entering into this Agreement and continuing to perform its duties hereunder, the Trustor represents and warrants to the Trustee, which representations and warranties shall be deemed to be continuing, that it is subject to a rule implementing 31 USC 5318(h), it is regulated by a Federal functional regulator (as defined in 31 CFR §1010.100(r)), that it has implemented and currently maintains an anti-money laundering program, including a customer identification program ("CIP") and customer due diligence and beneficial ownership program ("CDD/BO"), and a Know Your Customer program ("KYC"), that are reasonably designed to comply with the requirements of 31 CFR 1023.220, 31 CFR 1010.230, and associated regulations, and that it is in material compliance therewith. Further, the Trustor will certify annually to the Trustee, upon written request, that it has implemented and maintains such CIP, CDD/BO, and KYC program, that it is in compliance in all material respects with such programs for all Lenders. The Trustor acknowledges and represents that the Lenders are customers of the Trustor and not customers of the Trustee or joint customers of the Trustor and the Trustee.

8.8 BENEFIT. Nothing in this Agreement, express or implied, shall give to any Person, other than the parties hereto and their permitted successors hereunder and the Lenders, any benefit or any legal or equitable right, remedy or claim under this Agreement.

8.9 INTEGRATION; COUNTERPARTS. This Agreement and the exhibits, Fee Schedule, and addenda, together with the Account Control Agreement referenced herein, (a) are a final, complete, and exclusive statement of the agreement and understanding of the parties hereto with respect to the subject matter hereof; (b) collectively constitute the entire agreement of the parties hereto with respect to the subject matter hereof; and (c) supersede and merge herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between the parties hereto, whether oral or written, with respect to the subject matter hereof. Without limiting the generality of the foregoing, it is expressly acknowledged and agreed that obligations and duties of the parties under that certain letter agreement between the parties dated on and as of April 7, 2021 with respect to the confidentiality obligations of the parties prior to the execution of this Agreement, are hereby superseded by, and merged into, this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which shall constitute one and the same agreement, and may be delivered by e-mail of a .pdf attachment, generally recognized e-signature technology (e.g., DocuSign® or Adobe Sign®) or other electronic means intended to preserve the original graphic or pictorial appearance of a document.

8.10 GOVERNING LAW; WAIVER OF TRIAL BY JURY. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. EACH OF THE TRUSTOR, THE TRUSTEE AND EACH LENDER IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO EACH LENDER, THE TERMS OF THIS SECTION SHALL ONLY APPLY TO THE EXTENT PERMITTED UNDER THE LAWS OF THE JURISDICTION PURSUANT TO WHICH SUCH LENDER WAS INCORPORATED OR OTHERWISE ORGANIZED. IF AS A RESULT OF THE PREVIOUS SENTENCE, THE LAWS OF A JURISDICTION OTHER THAN THAT OF THE STATE OF NEW YORK SHALL BE DEEMED TO GOVERN THIS AGREEMENT WITH RESPECT TO A PARTICULAR LENDER, THEN, TO THE EXTENT THIS AGREEMENT IS SO GOVERNED, THE IMMUNITIES AND STANDARD OF CARE OF THE TRUSTEE IN CONNECTION WITH ITS ADMINISTRATION OF THE TRUST HEREUNDER SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[*Signature Page Follows*]

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

APEX CLEARING CORPORATION,

as Trustor

By: [redacted]
Name: [redacted]
Title: [redacted]

WILMINGTON TRUST, NATIONAL ASSOCIATION,

as Trustee

By: [redacted]
Name: [redacted]
Title: [redacted]

EXHIBIT A

CONSENT

Reference is made to the Fully Paid Lending Trust Agreement dated as of April 9, 2021 (the "Collateral Trust Agreement"), between Apex Clearing Corporation, as Trustor, and Wilmington Trust, National Association, as collateral trustee (the "Trustee"), a true and correct copy of which has been received and reviewed by the undersigned. Capitalized terms used in this Consent without definition shall have the meanings ascribed to such terms in the Collateral Trust Agreement.

Lender understands that the attached Collateral Trust Agreement describes the obligations and rights of Trustor, Trustee and Securities Intermediary with respect to the maintenance of Collateral in the Collateral Account and the rights of the Lenders with respect to such Collateral, among other things. Lender further understands that pursuant to the Collateral Trust Agreement, the Trustee will act for the benefit of Lender and other similarly-situated Lenders, under certain circumstances and subject to certain conditions. Lender acknowledges receipt of a copy of the Collateral Trust Agreement and understands that it contains legal terms directly applicable to whether, and to what extent, Lender will be protected upon the occurrence of an Event of Default by the Trustor, as set out in the Securities Lending Agreement. Lender acknowledges that the Collateral Trust Agreement contains rights, obligations and limitations directly relevant to Lender including instances in which Lender's recourse may be determined by the vote of the Majority Lenders (as defined in the Collateral Trust Agreement).

Lender understands that, among other things, Lender authorizes the Trustee under the Collateral Trust Agreement to instruct Trustor to pay additional Collateral into the Collateral Account to maintain sufficient Collateral to secure a loan pursuant to the Securities Lending Agreement, and to instruct the Securities Intermediary to pay any Collateral excess held in the Custody Account to Trustor in accordance with Section 2.2 of the Collateral Trust Agreement. Upon the occurrence of an Event of Default on the part of the Trustor as set out in Section 5.3 of the Collateral Trust Agreement, Lender has the right to instruct the Trustee to return Collateral to such Lender as and to the extent set forth in, and subject to the conditions and limitations contained in, the Collateral Trust Agreement.

Lender hereby consents to the terms of, agrees to be bound by, and hereby adopts as fully as though it had manually executed the same, the Collateral Trust Agreement, such that from and after the date hereof shall, Lender shall be and become a party thereto for all purposes.

Dated:

[Name of Lender]

By: _____

Name: _____

Title: _____

EXHIBIT B

NOTICE OF DEFAULT

Wilmington Trust, National Association
285 Delaware Avenue
Buffalo, NY 14202
Attn: Collateral Management
Collateralmgmt@wilmingtontrust.com

Apex Clearing Corporation
350 N. St. Paul Street
Suite 1300
Dallas, TX 75054
Attn: Treasury
treasury@apexclearing.com

Re: Notice of Default

Ladies and Gentlemen:

Reference is made to the Fully Paid Lending Trust Agreement (the "Trust Agreement") dated as of April 9,2021, among Wilmington Trust, National Association, as Trustee, the Lenders and Apex Clearing Corporation (the "Trustor") and the Account Control Agreement (the "Account Control Agreement") dated as of April 9, 2021, among the Trustor, the Trustee, in its capacity as Trustee for the Lenders, and JP Morgan Chase Bank, N.A. in its capacity as Securities Intermediary.

Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Trust Agreement.

Pursuant to Section 5.3(a) of the Trust Agreement we hereby certify to you that an Event of Default with respect to the Trustor under the Securities Lending Agreement has occurred and is continuing and that we are entitled to a distribution of Collateral in accordance with the terms of the Securities Lending Agreement and the Trust Agreement. Please instruct the Securities Intermediary to deliver to you that portion of the Collateral allocated to us and to deliver such Collateral amount to us amount in accordance with the delivery information you have on file.

A copy of this Notice of Default is being sent by us to the Trustor.

[LENDER]

By: _____
Name:
Title:

EXHIBIT C

NOTICE OF REVOCATION OF A NOTICE OF DEFAULT

Wilmington Trust, National Association
285 Delaware Avenue
Buffalo, NY 14202
Attn: Collateral Management
Collateralmgmt@wilmingtontrust.com

Apex Clearing Corporation
350 N. St. Paul Street
Suite 1300
Dallas, TX 75054
Attn: Treasury
treasury@apexclearing.com

Re: Revocation of Notice of Default

Ladies and Gentlemen:

Reference is made to the Fully Paid Lending Trust Agreement (the "Trust Agreement") dated as of April 9, 2021, among Wilmington Trust, National Association, as Trustee, the Lenders and Apex Clearing Corporation (the "Trustor") and the Account Control Agreement (the "Account Control Agreement") dated as of April 9, 2021, among the Trustor, the Trustee, in its capacity as Trustee for the Lenders, and JP Morgan Chase Bank, N.A. in its capacity as Securities Intermediary.

Capitalized terms used but not defined herein shall have the meaning assigned to such terms in the Trust Agreement.

Pursuant to Section 5.3(a) of the Trust Agreement we hereby inform you that we are revoking the Notice of Default dated as of _____ previously delivered to you.

We and the Trustor agree that an Event of Default has not occurred under the Securities Lending Agreement or the Default has been resolved to our mutual satisfaction, and we hereby direct you, consistent with the terms of the Trust, to disregard and not follow all Instructions previously provided in the Notice of Default, or any other Instructions provided by us in connection with such Notice of Default.

A copy of this Revocation of Notice of Default is being sent by us to the Trustor.

Very truly yours,

[LENDER]

By: _____
Name:
Title: