

The Parties to this agreement ("Agreement") are the Client(s) signing below and TD Ameritrade Clearing, Inc. ("TDAC" or "TD Ameritrade"). This Agreement governs TD Ameritrade's Fully Paid Lending Program and is binding on my heirs, executors, administrators, successors, and assigns; and will insure to the benefit of your successors.

"I," "me," "my," or "account owner" means each account owner who signs this Agreement. "You," "Your," or "TD Ameritrade" means TD Ameritrade Clearing, Inc., a subsidiary of The Charles Schwab Corporation, and, when applicable, TD Ameritrade Inc., TD Ameritrade's introducing broker-dealer.

PURPOSE OF THIS AGREEMENT

Securities regulations require that you maintain the physical possession or control of all fully paid securities and excess margin securities carried for my account. Fully paid securities are those securities for which I have paid the full purchase price in cash. Excess margin securities are those securities that have a market value in excess of 140% of the amount I have borrowed from you. Securities regulations permit a broker or dealer to borrow fully paid or excess margin securities from a client only where there is a written agreement in place that meets certain minimum requirements. All loans made under this Agreement will be for purposes permitted by, and will otherwise comply with, Regulation T of the Federal Reserve Board as in effect from time to time.

SCOPE OF THIS AGREEMENT

This Agreement will only apply to (1) those securities for which I have paid the full purchase price in cash and (2) excess margin securities that have a market value in excess of 140% of the amount I have borrowed from you. This Agreement will not alter any prior lending authorizations set forth in the terms of the agreements and disclosures that otherwise govern my relationship with you.

SUMMARY OF PROGRAM RISKS

I understand that I will lose voting rights on securities loaned to TD Ameritrade, and that TD Ameritrade will loan these securities to other clients, broker-dealers, or market participants, often to facilitate short sales. I can sell or request that TD Ameritrade recall shares of loaned securities and/or unenroll from the program at any time. I understand that the provisions of the Securities Investor Protection Act of 1970 may not protect me with respect to securities I have lent to TD Ameritrade under this Agreement. I understand that TD Ameritrade will receive compensation in connection with the use of my loaned securities, of which a portion will be passed on to me. The key factor in determining the amount of compensation TD Ameritrade will receive from using my loaned securities is the availability of the securities for lending in the marketplace relative to the demand to borrow such securities. TD Ameritrade has an opportunity to earn more compensation when the securities become limited in supply relative to demand (i.e., become "hard to borrow" securities). Loaned shares will be fully secured by collateral that will be held at a third party custodian and can only be withdrawn upon a termination event as described further in this agreement and cannot be used for trading. Any dividends and other distributions paid on securities that I have loaned will be paid to TD Ameritrade and passed on to me to the full extent I would have been entitled had I not loaned such securities to you, in the form of a substitute payment. Further details on risk and liabilities for this program are described in the preceding sections.

DOCUMENTING EACH LOAN

By completing this Securities Lending Program Agreement, I agree that you may borrow certain securities in my account from time to time. At the time of each loan, you will provide me with a daily loan activity report of my loan activity, which will be made available to me electronically.

TRANSFER OF BORROWED SECURITIES

I acknowledge that when I agree to lend fully paid or excess margin securities to you, I will be authorizing you to transfer title of those accounts to you. This means that you will have all incidents of ownership with respect to the borrowed securities, including the right to vote, provide consents, or take similar action with respect to securities lent to you. You will be responsible for paying all transfer taxes and stamp duties, if any, with respect to the transfer of the borrowed securities when a loan is made and upon termination of a loan.

COLLATERAL

You will set aside collateral to fully secure the loan of securities no later than the execution of this Agreement or the close of business on the day of any subsequent loan. The collateral will have a value not less than 100% of the market value of the borrowed securities. The collateral may be in any form permitted by the Securities and Exchange Act Rule 15c3-3(b)(3)(iii), as amended. Cash collateral received for outstanding loans shall be recorded on my daily loan activity report. Cash collateral received on my behalf and held at the collateral agent can be withdrawn upon a termination event as described below in My Authority to Terminate for Cause, or by selling my shares. All collateral disbursement requests will result in the termination of my loan or loans. Cash being held as collateral cannot be used for trading.



MARK TO MARKET

You will mark each loan to the market not less than daily and, in the event that the market value of all the outstanding securities loaned at the close of trading at the end of the business day exceeds 102% of the collateral then held by me, you will increase the collateral by the close of business on the next business day as necessary to equal not less than 102% of the market value of the securities loaned. If, on the other hand, the collateral, at the close of trading on any business day, exceeds 102% of the market value of the securities loaned, I agree that you may reduce the collateral and I agree to provide any consents necessary to effect such a reduction.

COMPENSATION PAID

As compensation for a loan, you will pay me an agreed-upon fee (referred to as "Fully Paid Income") as set forth in the confirmation of such loan. This Fully Paid Income will be computed daily based on the aggregate collateral value which will not be less than 100% of the market value of the borrowed securities, on the "spread" as described below in How TD Ameritrade Benefits from the Use of My Securities and on a 360 day year. Lending income is added up at the security level and split 50/50 with me. In the event of changes to compensation calculations, I will be notified of changes electronically. The Fully Paid Income is calculated daily and paid on the first business day of the month to the lending account.

RIGHT TO DIVIDENDS AND OTHER DISTRIBUTIONS

I understand that any dividends and other distributions paid on securities that I have lent to you will be paid to you. However, you will pass on to me any cash dividends and distributions to the full extent I would have been entitled had I not lent such securities to you. You will deposit such cash dividends on the same day as you receive the cash payment. All payments of cash dividends or distributions on the borrowed securities will be made in the same currency as received. Unless otherwise agreed, all other payments of cash will be made in U.S. dollars. Any other currency required to be converted into another currency will be exchanged by you in accordance with normal banking procedures. I understand that such payment by you may not be entitled to the same tax treatment as may have been applied to the receipt of a dividend. I agree that you are not required to compensate me for any differential tax treatment between dividends and payments in lieu of dividends.

These payments may constitute a "payment in lieu of a dividend" or a "substitute payment" which may not be eligible for more favorable dividend tax treatment. You are advised to contact your tax advisor with respect to questions and concerns regarding such tax treatment.

Any non-cash distributions made in respect to a borrowed security will be deemed added to the loan as of the date of distribution, and you will provide me with additional collateral if necessary in accordance with this Agreement.

TERMINATION FOR BANKRUPTCY

This Agreement and all loans shall terminate automatically and without notice if either party commences or becomes the subject of a bankruptcy, insolvency, or similar proceeding; suffers the election or appointment of a trustee, receiver, conservator, custodian, or similar official for it or a substantial part of its property; makes a general assignment for the benefit of creditors; or admits in writing its inability to pay its debts at they become due (each such event, a "Bankruptcy"). Upon the occurrence of a Bankruptcy, the parties will have the remedies set forth respectively in this Agreement.

MY AUTHORITY TO TERMINATE A LOAN

I may terminate a loan at any time by selling the loaned securities or unenrolling from the program. The loaned securities will be returned and I will cease to earn interest on the date of sale or the date the loan is recalled.

MY AUTHORITY TO TERMINATE FOR CAUSE

I may also terminate any or all loans under this Agreement, and all amounts in respect of such loans (including fees and distributions) will become immediately due and payable if any of the following events occurs: (i) you fail to return borrowed securities at the termination of a loan; (ii) you fail to record collateral on my behalf as required by this Agreement; (iii) you fail to transfer dividends or distributions in respect of borrowed securities as required by this Agreement; or (iv) you fail to perform any material obligation under this Agreement not specifically set forth in clauses (i) through (iii) above and such failure shall not have been cured one (1) business day after receiving written notice of such failure (each such event, a "TD Ameritrade Default"). I agree to give notice to you as promptly as practicable in a commercially reasonable manner of any election to terminate under this Section.

Upon a Bankruptcy or my exercise of the right to terminate on the occurrence of a TD Ameritrade Default, I will have the right to draw on the collateral in an amount equal to the market value of the borrowed securities and apply the proceeds of any drawing to the purchase of replacement securities for borrowed securities and any other unpaid obligations of yours under this Agreement.

I may draw on the collateral by contacting my advisor during normal business hours. In the event that I draw on the collateral, my right to return the borrowed securities will terminate. I agree to make any purchases of replacement securities in the principal market for such securities in a commercially reasonable manner. If the purchase price of replacement securities (including brokers' fees and commissions and all other reasonable costs, fees, and expenses related to such purchase) plus all other amounts due to you exceed the proceeds of the sale of the collateral, you will be liable to me for such excess. Upon satisfaction of all of your obligations to me under this Agreement, I will return the remaining collateral (if any amounts remain) to you.

TD AMERITRADE'S AUTHORITY TO TERMINATE

You may terminate one or more loans on any business day by notifying me in writing and returning the borrowed securities to my account. Upon termination of a loan, I authorize you to remove the collateral amount for the loan currently associated with my account. You will also have the right to terminate any or all loans immediately if (i) any representation made by me in this Agreement is incorrect and untrue in any material respect when made; (ii) I improperly draw on the collateral; or (iii) I fail to perform any material obligation under this Agreement not specifically set forth above and such failure shall not have been cured one (1) business day after receiving written notice of such failure from you (each such event, a "Client Default").

Upon a Bankruptcy or your exercise of the right to terminate on the occurrence of a Client Default, you will have the right to sell the borrowed securities and apply the proceeds of such sale to my unpaid obligations under this Agreement. In this event, you will have the right to treat the

borrowed securities as your own and your obligation to return them to me will terminate. If the amounts due to you exceed the proceeds of the sale (including brokers' fees and commissions and all other reasonable costs, fees, and expenses related to such sale) of the borrowed securities, I will be liable to you for such deficiency. If you exercise your rights under this section, you may elect in your sole discretion to, in lieu of selling all or a portion of the borrowed securities, be deemed to have made such sale for an amount equal to the price of the borrowed securities on the date of such exercise obtained by you from a generally recognized pricing source. Upon satisfaction of all my obligations, you will return any remaining borrowed securities (or cash proceeds thereof) to me.

MY AUTHORITY TO TERMINATE FROM THE SECURITIES LOAN PROGRAM

I may terminate from the TD Ameritrade Fully Paid Program and this Agreement at any time upon written or electronic notice, to you and after payment of any obligations owed. I shall remain responsible for all obligations initiated or authorized, including without limitation any transactions, debts, and interest as provided under the Agreement, whether arising before or after termination of this Agreement.

WELLS FARGO APPOINTMENT AGREEMENT

Upon a Bankruptcy or my exercise of the right to terminate on the occurrence of a TD Ameritrade default, I will have the right to draw on the collateral in an amount equal to the market value of the borrowed securities and apply the proceeds of any drawing to the purchase of replacement securities for borrowed securities and any other unpaid obligations of yours under this Agreement.

I hereby agree to the appointment of Wells Fargo Bank, N.A. as the custodian for collateral pledged in my favor by TD Ameritrade in connection with its Fully-Paid Securities Lending Program. I acknowledge and agree that (1) the custodian is authorized and empowered to receive, hold and, as appropriately authorized, return the Collateral in the Custody Account. Collateral shall be held by Custodian in an account in the name of TD Ameritrade for the benefit of customers participating in the Program. (2) Without limiting the generality of the foregoing, the Custodian shall bear no responsibility in the event TD Ameritrade is in breach of any of its obligations to you under this agreement. The Custodian has no duty to compel TD Ameritrade to deliver additional amounts of Collateral in the event of a shortfall in the required amount. (3) The Custodian shall be responsible for (i) holding Collateral delivered by TD Ameritrade to the Custodian; (ii) verifying that the amount of Collateral received by the Custodian from TD Ameritrade for your benefit is equal to or greater than the marked-to-market value of securities identified by TD Ameritrade as having been borrowed from you; (iii) notifying you in the event that Custodian fails to receive from TD Ameritrade Collateral equal to or greater than the marked-to-market value of securities identified by TD Ameritrade as having been borrowed from you; and (iv) disbursing Collateral to you according to the terms and conditions of the Collateral Administration Agreement. In no event shall Custodian be considered to have acted as your investment adviser or to have assumed any obligation to provide investment advice with respect to the Collateral. (4) The custodian is entitled to rely on any written or oral (followed by written) instructions from authorized representatives of TD Ameritrade concerning the receipt and disbursement of the Collateral and the Custody Account. (5) I may contact the Custodian by telephone at (612) 667-6759 or at such other number as may be provided to me from time to time by TD Ameritrade and the Custodian.

MY REPRESENTATIONS AND WARRANTIES

All representations under this Section shall be made upon execution of; this Agreement and again deemed repeated on the date of any loan. I represent to you the following:

I have full authority to enter into the loans and this Agreement and to perform my obligations under this Agreement;

I have, or will have at the time of transfer of any borrowed securities, the right to transfer such securities to you;

I have not relied on you for any tax or accounting advice concerning this Agreement or the loan of fully paid or excess margin securities, and I have made my own determination as to the tax treatment of any loan and any payments received under this Agreement;

I am not an "affiliate" of an issuer of any of the securities that I have or will loan to you. For purposes of this Agreement, "affiliate" has the meaning as set forth in Rule 144(a)(1) under the Securities Act of 1933, as amended;

I do not currently or will not hold any "restricted" securities of an issuer of any securities that I have or will loan to you. For purposes of this Agreement, "restricted" has the meaning as set forth in Rule.

The agreement is intended to comply with PTE 2006-16, and will be interpreted accordingly.

Collateral may only be security for the loan, not for any other obligation of the Borrower.

Permissible collateral is limited to (1) U.S. currency; (2) "government securities;" (3) mortgage-backed securities; (4) negotiable certificates of deposit and bankers acceptances; and (5) irrevocable letters of credit issued by a U.S. bank other than the borrower or an affiliate thereof, or any combination, thereof.

Borrower must provide me 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 is a deemed 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 with this requirement.

The loan may be terminated by me at any time, whereupon the Borrower must deliver the loaned securities to me 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 me.

If margin is enabled on your account after Fully Paid enrollment, your open loans will be closed and additional shares will no longer be considered for fully paid lending until Margin accounts are eligible for the program.

INTENT FOR LEGAL CHARACTERIZATION OF LOANS

The parties acknowledge and agree that (a) each loan made under this Agreement is a "securities contract," as such term is defined in Section 741 of Title 11 of the United States Code, as amended (the "Bankruptcy Code"); each and every transfer of funds, securities, and other property under this Agreement is a "settlement payment" or a "margin payment," as such terms are defined in Sections 362(b)(6) and 546(e) of the

Bankruptcy Code; (c) the rights given to you and you upon a Bankruptcy 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; (d) 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 under this Agreement shall constitute a “covered contractual payment entitlement” or “covered contractual payment obligation,” respectively, as defined in and subject to FDICIA; and (e) except to the extent required by applicable law or regulation, the loans are not “exchange contracts” for purposes of the rules of any securities exchange, and the loans will not be governed by the buy-in or similar rules of any such exchange, registered national securities association, or self-regulatory organization.

FORCE MAJEURE

You will not be liable for loss caused directly or indirectly by conditions beyond your reasonable control, including but not limited to Force Majeure events. “Force Majeure” means events that are beyond the reasonable control of a party, including but not limited to the following: disasters, extraordinary weather conditions, earthquakes or other acts of God, war, insurrection, riot, labor strikes, terrorist acts, government restrictions, exchange or market rulings, suspension of trading, computer or communication line failure, or failure of market centers or transmission facilities.

INDEMNIFICATION OF TD AMERITRADE

I agree to indemnify and hold harmless you, your affiliates and your respective officers, directors, employees, agents, and representatives from any and all liabilities, losses, costs, judgments, penalties, claims, actions, damages, expenses or attorney’s fees (collectively “Losses”) resulting or arising directly or indirectly from the Fully Paid Program, except to the extent that such Losses as the direct result of your gross negligence or willful misconduct.

EFFECT OF THIS AGREEMENT AND SURVIVAL

This Agreement supplements and does not nullify the terms of the agreements and disclosures that otherwise govern my relationship with you, including, without limitation, agreements to the arbitration of disputes (collectively, “Agreements and Disclosures”). This Agreement and the Agreements and Disclosures reflect the entire agreement and concerning my account and your loans of fully paid and excess margin securities and supersedes any other agreement, promise, representation, or undertaking, whether written, electronic, or oral, concerning such loans. In the event of a conflict between the provisions of this Agreement and the Agreements and Disclosures with respect to the subject matter of this Agreement, this Agreement will govern. You may assign, sell, or transfer my account and this Agreement, or any portion thereof, at any time, without my prior consent. All remedies and obligations with respect to any Loan survive the termination of the relevant Loan and termination of the Agreement.

AMENDMENTS AND WAIVER

This Agreement may be amended (a) by TD Ameritrade at any time by sending a written notice of such amendment, or (b) with the written consent of both parties. Any such amendment shall be effective as of the date established by you or by both parties, as applicable. This Agreement may not be amended orally. Either of us may waive compliance with any provision of this Agreement. Such waiver must be in writing. Any such waiver will not be deemed to be a waiver of any other provision of this Agreement.

COUNTERPARTS, ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument. To expedite the process of entering into this Agreement, the parties acknowledge that Transmitted Copies (as defined below) of the Agreement will be equivalent to original documents. For purposes of this Agreement, the term “Transmitted Copies” means copies that are reproduced or transmitted via photocopy, facsimile, or other process of complete and accurate reproduction and transmission.

SEVERABILITY

If any term of this Agreement is found to be invalid or unenforceable, all other provisions will remain in full force.

GOVERNING LAW

This Agreement will be governed by the laws of the State of New York, but not its conflicts of law provisions. I hereby consent to the jurisdiction of and venue within the State of New York for all disputes arising out of or relating to this Agreement.

HOW TD AMERITRADE BENEFITS FROM THE USE OF MY SECURITIES

TD Ameritrade intends to relend my securities to other clients, broker-dealers, or market participants, often to facilitate short sales. Your profitability on such loans is generally measured by the difference, or “spread,” between the interest rate paid to me and the costs of maintaining collateral (as well as other risk management functions). The interest rate and thus the spreads earned by you vary depending on the supply and demand for the particular security in the securities lending market.

I will be notified of resulting changes to the Fully Paid Income as described above. I agree that you may retain these spreads as compensation for your services and risk management practices.

MY ACKNOWLEDGEMENT OF THE POSSIBLE LOSS OF CERTAIN FEDERAL PROTECTIONS

Without waiving any rights you may have under this Agreement, I understand and agree that the provisions of the Securities Investor Protection Act (SIPA) of 1970 may not protect me with respect to securities I have lent to TD Ameritrade under this Agreement and that, therefore, the collateral delivered to me may constitute the only source of satisfaction of your obligations to me in the event you fail to return the borrowed securities. Any non cash collateral that may be used also may not be protected SIPA. I understand and agree that the provisions of the Federal Deposit Insurance Corporation (FDIC) may not protect me with respect to the collateral received for the securities that I have lent to TD Ameritrade under this Agreement. Therefore, I may be at risk for the difference of FDIC coverage and collateral received.

Account #: _____
 Advisor Code: _____
 Case #: _____

NO OBLIGATION TO BORROW SECURITIES IN MY ACCOUNT

Securities lending is a market-driven event. There may be times when a security in my account is hard-to-borrow, but there may not be market demand for the shares in my account. I agree not to hold you liable for any decision to either borrow or not borrow securities from my account.

USE OF SECURITIES

I acknowledge that the securities will likely be used in connection with short sales and may be "hard-to-borrow" securities, which are most attractive to borrowers in the securities lending market and generate the highest loan fees.

FULLY PAID STOCK YIELD PROGRAM SUITABILITY REQUIREMENTS

Joint account Owners must provide information for each owner separately. If you are an account fiduciary (for example, the Trustee of a Trust or the Attorney in Fact appointed by a Durable Power of Attorney), please provide your information for Investment Experience. Provide the information of the Individual or Entity you represent for Net Worth.

ACCOUNT OWNER

1. Client Financial Situation and Needs

Net Worth: \$0 - \$14,999 \$15,000 - \$49,999 \$50,000 - \$99,999 \$100,000 - \$249,999
 \$250,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000 - \$1,999,999 \$2,000,000+

2. Tax Status

Do US Taxes Apply? Yes No

3. Investment Objectives (Check all that apply here)

Primary investment objective: Conservation Moderate Moderate Growth Growth Aggressive Growth

4. Investment Time Horizon

Time Horizon: Less than 1 year 1 – 3 years 4 – 6 years 7 – 9 years 10 – 12 years 13 years or more

5. Liquidity Needs

Liquidity Needs: Within 3 months 4 – 6 months 7 – 9 months 10 – 12 months More than 1 year

6. Risk Tolerance

Risk Tolerance: Conservative Moderate Aggressive Speculative

7. Additional information

Have you filed Bankruptcy or have a lien on any assets? Yes No

8. Investment Experience

Stocks: 1 – 5 years More than 5 years None

Mutual Funds/ETFs: 1 – 5 years More than 5 years None

SIGNATURES

 Account Owner's Signature:

Printed Account Owner's Name:

Date:

Original signatures required; electronic signatures and/or signature fonts are not authorized.

ACCOUNT CO-OWNER

1. Client Financial Situation and Needs

Net Worth: \$0 - \$14,999 \$15,000 - \$49,999 \$50,000 - \$99,999 \$100,000 - \$249,999
 \$250,000 - \$499,999 \$500,000 - \$999,999 \$1,000,000 - \$1,999,999 \$2,000,000+

Account #: _____

Advisor Code: _____

Case #: _____

2. Tax Status Do US Taxes Apply? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Investment Objectives (Check all that apply here) Primary investment objective: <input type="checkbox"/> Conservation <input type="checkbox"/> Moderate <input type="checkbox"/> Moderate Growth <input type="checkbox"/> Growth <input type="checkbox"/> Aggressive Growth	
4. Investment Time Horizon Time Horizon: <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1 – 3 years <input type="checkbox"/> 4 – 6 years <input type="checkbox"/> 7 – 9 years <input type="checkbox"/> 10 – 12 years <input type="checkbox"/> 13 years or more	
5. Liquidity Needs Liquidity Needs: <input type="checkbox"/> Within 3 months <input type="checkbox"/> 4 – 6 months <input type="checkbox"/> 7 – 9 months <input type="checkbox"/> 10 – 12 months <input type="checkbox"/> More than 1 year	
6. Risk Tolerance Risk Tolerance: <input type="checkbox"/> Conservative <input type="checkbox"/> Moderate <input type="checkbox"/> Aggressive <input type="checkbox"/> Speculative	
7. Additional information Have you filed Bankruptcy or have a lien on any assets? <input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Investment Experience Stocks: <input type="checkbox"/> 1 – 5 years <input type="checkbox"/> More than 5 years <input type="checkbox"/> None Mutual Funds/ETFs: <input type="checkbox"/> 1 – 5 years <input type="checkbox"/> More than 5 years <input type="checkbox"/> None	
SIGNATURES	
 Account Co-Owner's Signature:	
Printed Account Co-Owner's Name:	Date:
Original signatures required; electronic signatures and/or signature fonts are not authorized.	

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

TD Ameritrade Institutional, Division of TD Ameritrade, Inc., and TD Ameritrade Clearing, Inc., members FINRA/SIPC, subsidiaries of The Charles Schwab Corporation. TD Ameritrade is a trademark jointly owned by TD Ameritrade IP Company, Inc., and The Toronto-Dominion Bank.
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TD Ameritrade - Wells Fargo Bank NA Collateral Administration Agreement:

This agreement exists between TD Ameritrade and Wells Fargo Bank NA, which you are a party to, as you have appointed Wells Fargo as the Custodian for the collateral that is being set aside to secure the loans of securities that TD Ameritrade has borrowed through the fully paid lending program. This agreement and the associated exhibits are being provided for your reference. There is no action that you need to take with this agreement or the exhibits for enrollment in the program.

THIS COLLATERAL ADMINISTRATION AGREEMENT (this "Agreement") dated as of September 25th, 2020, is made by and between TD Ameritrade Clearing, Inc., a Nebraska corporation that is registered as a broker-dealer with the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended ("Exchange Act") ("TD Ameritrade"), and Wells Fargo Bank, National Association, a national banking association, as custodian hereunder (the "Custodian").

WHEREAS, brokerage customers of TD Ameritrade (each a "Customer") may from time to time agree with TD Ameritrade to lend fully-paid or excess margin securities to TD Ameritrade pursuant to TD Ameritrade's Fully-Paid Securities Lending Program (the "Program"), subject to TD Ameritrade's agreement to deliver collateral to such Customer of equal or greater value to that of the loaned securities (the "Collateral");

WHEREAS, in offering and implementing the Program, TD Ameritrade is subject to the rules, regulations and interpretations of the SEC under applicable provisions of the Exchange Act.

WHEREAS, TD Ameritrade desires to engage the services of the Custodian to receive, hold and, as appropriately authorized, return the Collateral and to act on its behalf in providing the custodial services as set forth in this Agreement, with such Collateral to be held in an account in the name of TD Ameritrade for the benefit of the Customers;

WHEREAS, each Customer that appears on the Schedule (as defined below) has agreed to the appointment of the Custodian to act as custodian by signing the Appointment Agreement, in a form similar to **Exhibit A** attached hereto and has received a copy of this Agreement; and

WHEREAS, the Custodian is willing to act as TD Ameritrade's custodian in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Services to be Provided by the Custodian.** The Custodian shall receive, hold and, as appropriately authorized, return the Collateral in the Custody Account (as defined below) as set forth in this Agreement. The Custodian's duties shall include:
 - a. Receiving on a daily basis no later than 3:00 p.m. Central Time: (a) a Collateral schedule, in the form agreed by the parties from time to time, from TD Ameritrade that lists each Customer with an open securities loan under the Program and the amount of Collateral required to be provided by TD Ameritrade to such Customer (the "Schedule"); (b) a notice, in such form as the parties may agree, (the "Daily Funds Adjustment Notice"), for the adjustment of the Custody Account balance indicating one of the following (i) additional funds to be deposited by TD Ameritrade, (ii) excess funds to be delivered to TD Ameritrade or (iii) no adjustment (the "Daily Funds Adjustment"). TD Ameritrade shall deliver the Schedule and the Daily Funds Adjustment Notice by means of secure electronic mail sent to the electronic mail address advised by Wells Fargo to TD Ameritrade from time to time, or, if secure electronic mail is not available, by facsimile transmission sent to the facsimile transmission number advised by Custodian to TD Ameritrade from time to time, or by such other method that is agreed to in writing by Custodian and TD Ameritrade.
 - b. Verifying that the balance in the Custody Account after the Daily Funds Adjustment has been made is equal to or greater than 100% of the aggregate Collateral amount required for all Customers as reflected on the Schedule for that day (the "Aggregate Collateral Amount").
 - c. Notifying TD Ameritrade no later than 4:00 p.m. Central time by secure electronic mail sent to the electronic mail address advised by TD Ameritrade to Custodian from time to time or, if secure electronic mail is not available, by facsimile transmission sent to the facsimile transmission number advised by TD Ameritrade to Custodian from time to time, or by such other method that is agreed to by the Custodian and TD Ameritrade (the "Confirmation of Custody Balance"), in a form similar to Exhibit B attached hereto: (a) the balance in the Custody Account, after the Daily Funds Adjustment has been made; and (i) that the Custody Account is equal to or greater than 100% of the Aggregate Collateral Amount for the current Schedule, or (ii) the balance in the Custody Account is less than 100% of the Aggregate Collateral Amount for the current Schedule and the amount that TD Ameritrade is required to transfer in order to eliminate the deficit in the Custody Account by the close of business on such day; and (b) the balance in the Custody Disbursement Account. If additional funds are not made available by the end of the business day to bring the balance in the Custody Account equal or greater than 100%, see Section 5 hereof - Collateral Value of Less than 100% of the Aggregate Collateral Amount.
 - d. Disbursing to any Customer any portion of the Collateral being held for the benefit of such Customer as reflected on the most recently received Schedule for such day (or, if no Schedule is received that day, the last Schedule received prior to that day) pursuant to a request from such Customer to the Custodian (the "Customer Collateral Disbursement Notice"), as attached hereto as Exhibit C, and solely under the conditions set forth in the Customer Collateral Disbursement Notice. Upon receipt of a Customer Collateral Disbursement Notice and verification by the Custodian that the Customer Collateral Disbursement Notice is valid when compared to the then available Schedule and that all conditions set forth in the Customer Collateral Disbursement Notice have been satisfied, the Custodian shall: (a) notify TD Ameritrade within one hour of the receipt of a Customer Collateral Disbursement Notice, (b) transfer the 100% amount set forth in the Customer Collateral Disbursement Notice to a segregated custody account to be named: "Wells Fargo Bank, N.A. as agent for its funds which are Customers of TD Ameritrade's Fully-Paid Securities Lending Program Custody Disbursement Account" (the "Custody Disbursement Account") to be held pending completion of certain regulatory requirements, (c) upon completion of the regulatory requirements, the Custodian shall (i) notify TD Ameritrade of the completion and pending release (ii) release funds as directed by the customer in the Customer Collateral Disbursement Notice. Such disbursement shall be made no later than close of business on the second business day following the day on which the

Customer Collateral Disbursement Notice is received by the Custodian and the required regulatory requirements have been processed and passes all required bank and regulatory requirements. Amounts listed on the Customer Collateral Disbursement Notices forwarded to TD Ameritrade shall be removed from the next day's Schedule or a revised current day's Schedule.

- e. Verifying for each Customer contacting the Custodian whether such Customer's name is included on the most recent Schedule, the amount of Collateral designated for such Customer's benefit on such Schedule, receipt of a Customer Collateral Disbursement Notice and CIP documents and confirmation of a disbursement or non-disbursement. Each Customer may contact the Custodian by telephone at (612) 667-6759 or at such other number as may be provided to such Customer from time to time by TD Ameritrade and Custodian.
 - f. Periodic receipt of a report derived directly from Loanet data (or other third party vendor data) detailing collateral pledge amounts with any Customer to enable the Custodian to verify the accuracy of the Aggregate Collateral amount identified on the schedule for that day.
- 2. Deposits into, and Disbursement from, the Custody Account.** The Custodian shall:
- a. Open, maintain and hold an account in the name of TD Ameritrade for the exclusive benefit of the Customers titled "Wells Fargo Bank, N.A. Custody Account for the benefit of TD Ameritrade's Fully-Paid Securities Lending Program Customers" (the "Custody Account") where it will hold funds on deposit delivered to, the Custodian by TD Ameritrade, and all interest, in respect of such funds on deposit as set forth in Exhibit D hereto.
 - b. TD Ameritrade acknowledges that the Custodian is not providing investment supervision, recommendations, or advice. TD Ameritrade further acknowledges that Custodian is not providing advice with respect to compliance with applicable rules, regulations and interpretations of the SEC.
 - c. Disburse funds on deposit: (a) in the Custody Account at the written direction of an authorized person of TD Ameritrade; provided however, the remaining balance in the Custody Account following the transfer is equal to or exceeds 100% of the Aggregate Collateral Amount according to the most recently received Schedule unless such disbursement is in compliance with a court order or a pro-rata disbursement of funds as further described in Section 5, (b) upon receipt of a Customer Collateral Disbursement Notice in accordance with the terms and conditions of such Customer Collateral Disbursement Notice, or (c) upon receipt of, and in accordance with, a court order.
 - d. Any such interest income received by the Custody Account shall be recorded by the Custodian to the income ledger in the Custody Account established in the TD Ameritrade (the "Income Ledger"). The Custodian shall disburse funds recorded in the Income Ledger at the written direction of TD Ameritrade. Any interest or other income automatically posted on the payment date to the Income Ledger which is not subsequently received by the Custodian shall be reimbursed by TD Ameritrade to the Custodian and the Custodian may debit the Income Ledger for this purpose.
- 3. Powers of the Custodian.** The Custodian is authorized and empowered to:
- a. Act as a non-discretionary custodian under the terms and conditions of this Agreement.
 - b. Hold funds on deposit in TD Ameritrade's name for the benefit of the Customers.
 - c. Employ agents other than its employees and delegate to them such ministerial and other nondiscretionary duties as it sees fit and to rely upon information furnished by such agents.
 - d. Make, execute, acknowledge and deliver any and all documents of transfer and conveyance and other instruments that may be necessary or appropriate to carry out its duties and powers.
- 4. Collateral Value of Less than 100% of the Aggregate Collateral Amount.** If the amount on deposit in the Custody Account is less than 100% of the Aggregate Collateral Amount on the then current Schedule,
- a. The Custodian shall Notify TD Ameritrade of the deficiency in a form similar to **Exhibit B** attached hereto
 - b. If the Collateral is not equal to or greater than 100% of the Aggregate Collateral Amount by the end of the business day the Custodian shall (i) notify TD Ameritrade that the Custodian will not accept any new Schedules that have the same or an increased Aggregate Collateral Amount or changes to the then effective Schedule Customers and their respective dollar amounts until the Collateral on deposit is equal to or greater than 100% of the Aggregate Collateral Amount on the then-current Schedule (the "Locked Schedule") in a form similar to **Exhibit B** attached hereto; (ii) notify each Customer of such deficiency no later than the close of business on the third (3) business day following such deficiency. If maintaining 100% of the Aggregate Collateral Amount is achieved by removal of a Customer(s) from the Schedule, TD Ameritrade must notify the Custodian of (a) the Customer(s) removed from the Schedule, (b) said Customers Collateral amount removed from the Schedule, (c) and that said removal was done in accordance with the Program.
 - c. If the Aggregate Collateral Amount is once again equal to or greater than 100% of the Aggregate Collateral Amount the Custodian shall notify TD Ameritrade, in a form similar to Exhibit B attached hereto, that the Schedule has been un-locked and that the Custodian will accept new daily Schedules.
 - d. If the Custodian receives any Customer Collateral Distribution Notices during a period when the Collateral is less than 100% of the Aggregate Collateral Amount on the then effective Locked Schedule, each Customer shall receive a pro-rata distribution amount based on the Customers' percentage interest in the then-available Collateral according to the Locked Schedule.

5. **Reports.** The Custodian shall furnish to TD Ameritrade a monthly statement of the Custody Account reflecting all activity during the month, and a statement of balances on deposit as of month end. The Custodian will furnish such other reports as TD Ameritrade may reasonably request, including reports to TD Ameritrade accountants or examiners, but no more frequently than monthly. The Custodian shall provide online view only access to the daily transactions in the accounts set up under this Agreement to TD Ameritrade.
6. **Confidentiality.**
- a. Custodian acknowledges and understands that any information provided by TD Ameritrade regarding a Customer ("Customer Information") is confidential and proprietary. Custodian agrees to use its best efforts (the same being not less than that employed to protect its own proprietary and customer information) to safeguard the Customer Information and to prevent the unauthorized, negligent or inadvertent use or disclosure thereof. Custodian shall not, without the prior written approval of an officer of TD Ameritrade, directly or indirectly, disclose the Customer Information to any person or business entity except for a limited number of employees, attorneys, accountants and other advisors of Custodian and its affiliates on a need-to-know basis and except as provided in subsection (d) of this Section. Custodian shall only use the Customer Information for the limited purpose set forth in this Agreement or such other purposes as the parties may from time to time agree, and shall not use the Customer Information for any other purpose. Custodian shall promptly notify TD Ameritrade in writing of any unauthorized, negligent or inadvertent use or disclosure of Customer Information. Custodian shall be liable under this Agreement to TD Ameritrade for any use or disclosure in violation of this Agreement by its or its affiliates' employees or agents due to the Custodian's gross negligence or willful misconduct.
 - b. Custodian shall maintain necessary and appropriate policies, procedures, programs and other security and integrity measures effective in preventing unauthorized use or disclosure of Customer Information.
 - c. To the extent consistent with Custodian's obligations under applicable laws and regulations, Custodian shall, upon termination of this Agreement, promptly: (i) return to TD Ameritrade any and all Customer Information in tangible form together with any copies or reproductions thereof; and (ii) destroy any notes, memoranda or other documents concerning the Customer Information and provide a certificate from an officer of Custodian certifying to TD Ameritrade that such items have been destroyed.
 - d. Custodian acknowledges and understands that the use or disclosure of the Customer Information in any manner inconsistent with this Section will cause TD Ameritrade irreparable damage. Notwithstanding any other provision of this Agreement, TD Ameritrade shall have the right to (i) equitable and injunctive relief to prevent such unauthorized or inadvertent use or disclosure, and (ii) recover the amount of all such damage (including attorneys' fees and expenses) to TD Ameritrade in connection with such use or disclosure. In the event that any court of competent jurisdiction determines that any provision of this section is too broad to enforce as written, such court is authorized and directed to construe, modify or reform such provision to the extent reasonably necessary to make such provision enforceable. Nothing in this Agreement or other agreements between the parties shall be construed to prohibit TD Ameritrade from pursuing any other available remedies for breach or threatened breach of this Section, including the recovery of damages. No failure or delay by TD Ameritrade in exercising any right, power or privilege under this Section shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude the exercise of any other right, power or privilege hereunder.
 - e. Notwithstanding any other provision of this Agreement or any related agreements between the parties, Custodian shall not have any confidentiality obligations under this Section with respect to any information disclosed to Custodian that is: (i) already known to Custodian or its affiliates at the time of the disclosure; (ii) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of Custodian; (iii) subsequently disclosed to Custodian or its affiliates on a non-confidential basis by a third party which rightfully acquired such information and did not have a confidential relationship with TD Ameritrade; (iv) communicated to a third party by Custodian with the express written consent of TD Ameritrade; or (v) legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process, provided that Custodian provides prompt notice of any such subpoena, order, etc. to TD Ameritrade, if Custodian is not prohibited from giving such notice by law or under the terms of such subpoena or summons or order or other judicial or governmental process, so that TD Ameritrade will have the opportunity to obtain a protective order.
 - f. The rights and obligations of Custodian and TD Ameritrade under this Agreement with respect to any Customer Information disclosed or obtained prior to termination of this Agreement shall survive any termination of this Agreement, or any return of Customer Information under subsection (b) of this Section for a period of five (5) years.
7. **Amendment and Termination.** This Agreement may be amended by written agreement of TD Ameritrade and the Custodian at any time. This Agreement shall continue in effect until terminated by either TD Ameritrade or the Custodian upon thirty (30) days' prior written notice the other. Upon termination, all cash and other assets held in the Custody Account shall be delivered by the Custodian to TD Ameritrade or to any other person in accordance with the TD Ameritrade's written instruction. TD Ameritrade shall notify the Customer of any amendments to or the termination of this Agreement.

Indemnification and Limitation on Liability. TD Ameritrade agrees to indemnify, defend and hold the Custodian and its agents, affiliates, successors and assigns harmless from and against any and all damages, claims, liabilities, losses, costs and expenses (including without limitation attorney's fees and expenses) ("Losses"), that may be imposed on, incurred by, or asserted against the Custodian from any claims to the extent such Losses from such claims result from: (a) the failure of TD Ameritrade to comply

with any of its obligations under this Agreement or any rules, regulations and interpretations of the SEC, including, but not limited to, TD Ameritrade's failure to inform a Customer of all the terms of this Agreement (other than the names of all the other Customers of TD Ameritrade) as such terms may change from time to time and TD Ameritrade's failure to deliver to Custodian any communication from a Customer to the Custodian; (b) TD Ameritrade's valuation of the Customers' lent fully-paid or excess margin securities and Collateral available to such Customer on the Schedule and the Aggregate Collateral Amount on the Schedule; or (c) the failure of any Customer to be named on a Schedule when it should be named on a Schedule or to have the correct collateral amount for any Customer specified on a Schedule; unless such Losses are finally adjudicated to have been directly caused by the gross negligence or willful misconduct of the Custodian.

Limitation of Liability. THE CUSTODIAN SHALL NOT BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY (I) DAMAGES, LOSSES OR EXPENSES ARISING OUT OF THE SERVICES PROVIDED HEREUNDER, OTHER THAN DAMAGES, LOSSES OR EXPENSES WHICH HAVE BEEN FINALLY ADJUDICATED TO HAVE DIRECTLY RESULTED FROM THE CUSTODIAN'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS) FROM ANY ACTION TAKEN OR OMITTED TO BE TAKEN BY IT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

The foregoing indemnification and disclaimer of liability shall survive any termination or assignment of this Agreement and any resignation or removal of the Custodian.

8. **Notices.** All notices, instructions, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if delivered personally to the party to whom notice is to be given, (b) on the day after delivery via Federal Express or similar overnight courier service or the Express Mail service maintained by the United States Postal Service, or (c) on the fifth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed, return receipt requested, or (d) on the day of transmission is sent by secure electronic mail transmission (with PDF attachment) with confirmation of receipt sent to the sender(s) via secure electronic mail transmission, to the party as follows:

Notices to TD Ameritrade shall be directed and mailed as follows:

Attention: Leigh Shea; Associate General Counsel
200 South 108th Ave.
Omaha, NE 68154

Notices to the Custodian shall be directed and mailed as follows:

Wells Fargo Bank, National Association
CTSO Mail Operations
Attn: Christy Magnuson
MAC: N9300-070
600 S. 4th Street, 7th Floor
Minneapolis, MN 55415
Fax: 855-645-6313
Telephone: 612-667-6759
Email: tdateam@wellsfargo.com
Email: christine.m.magnuson@wellsfargo.com

Either party may change its address for purposes of the paragraph by giving the other party written notice of the new address in the manner set forth above.

9. **Background Screening.** Each party shall maintain at all times a background screening program and related personnel policies reasonably designed to exclude dishonest, immoral, banned, and unlawful personnel from providing services.
10. **Cooperation.** Each party shall perform its obligations in accordance with applicable law, rules and regulations and reasonably cooperate with one another in connection with any request or directive of any regulatory agency, including self-regulatory organizations, with jurisdiction over either party.
11. **Counterparts.** This Agreement may be signed in one or more counterparts, all of which taken together shall constitute one and the same Agreement each of which shall be deemed an original, but all of which shall constitute the same instrument. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code (collectively, "Signature Law"), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. Notwithstanding the foregoing, with respect to any notice provided for in this Agreement or any instrument required or permitted to be delivered hereunder,

any party hereto receiving or relying upon such notice or instrument shall be entitled to request execution thereof by original manual signature as a condition to the effectiveness thereof. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument.

12. **Governing Law.** This Agreement and all transactions hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of the State of New York.
13. **Entire Agreement.** This Agreement is the final integration of the agreement of the parties with respect to the matters covered by it and supersedes any prior understanding or agreement, oral or written, with respect thereto. No other persons shall have any rights under this Agreement.
14. **Severability.** The invalidity of any portion of this Agreement shall not affect the validity of the remainder hereof.
15. **Reliance and Representation.** The Custodian shall not be liable for any action taken or not taken by it in accordance with the direction or consent of the TD Ameritrade or their respective agents, representatives, successors, or assigns. The Custodian shall not be liable for acting or refraining from acting upon any notice, request, consent, direction, requisition, certificate, order, affidavit, letter, or other paper or document believed by the Custodian to be genuine and correct and to have been signed or sent by the proper person or persons, without further inquiry into the person's or persons' authority. Each Party represents and warrants that the person signing this Agreement on behalf of such Party is duly authorized and has the legal capacity to execute and deliver this Agreement, along with each exhibit, agreement, document, and instrument to be executed and delivered by such Party in connection with this Agreement.
16. **Customer Notifications.** The Custodian will provide TD Ameritrade with copies of all communications sent directly to customersd.

EXHIBIT A

Appointment Agreement

Master Agreement Section- Wells Fargo Appointment Agreement

Upon a Bankruptcy or my exercise of the right to terminate on the occurrence of a TD Ameritrade default, I will have the right to draw on the collateral in an amount equal to the market value of the borrowed securities and apply the proceeds of any drawing to the purchase of replacement securities for borrowed securities and any other unpaid obligations of yours under this Agreement. I hereby agree to the appointment of Wells Fargo Bank, N.A. as the custodian for collateral pledged in my favor by TD Ameritrade in connection with its Fully-Paid Securities Lending Program. I acknowledge and agree that (1) the custodian is authorized and empowered to receive, hold and, as appropriately authorized, return the Collateral in the Custody Account. Collateral shall be held by Custodian in an account in the name of TD Ameritrade for the benefit of customers participating in the Program. (2) Without limiting the generality of the foregoing, the Custodian shall bear no responsibility in the event TD Ameritrade is in breach of any of its obligations to you under this agreement. The Custodian has no duty to compel TD Ameritrade to deliver additional amounts of Collateral in the event of a shortfall in the required amount. (3) The Custodian shall be responsible for (i) holding Collateral delivered by TD Ameritrade to the Custodian; (ii) verifying that the amount of Collateral received by the Custodian from TD Ameritrade for your benefit is equal to or greater than the marked-to-market value of securities identified by TD Ameritrade as having been borrowed from you; (iii) notifying you in the event that Custodian fails to receive from TD Ameritrade Collateral equal to or greater than the marked-to-market value of securities identified by TD Ameritrade as having been borrowed from you; and (iv) disbursing Collateral to you according to the terms and conditions of the Collateral Administration Agreement. In no event shall Custodian be considered to have acted as your investment adviser or to have assumed any obligation to provide investment advice with respect to the Collateral. (4) The custodian is entitled to rely on any written or oral (followed by written) instructions from authorized representatives of TD Ameritrade concerning the receipt and disbursement of the Collateral and the Custody Account. (5) I may contact the Custodian by telephone at (612) 667-6759 or at such other number as may be provided to me from time to time by TD Ameritrade and the Custodian.

EXHIBIT B

Confirmation of Custody Balance

Date: _____

To:	From:
	Wells Fargo Bank, National Association
	Corporate Trust Services

This confirmation (the "Confirmation") is given pursuant to Section 1(c) of the Collateral Administration Agreement between TD Ameritrade Clearing, Inc. ("TD Ameritrade") and Wells Fargo Bank, National Association (the "Custodian") dated September 25th, 2020 (the "Agreement").

The Custodian hereby informs TD Ameritrade of the following after the adjustment has been made in accordance with the Daily Funding Adjustment Notice date the same hereof, is:

The balance in the Custody Account is \$ _____.

The balance in the Custody Disbursement Account is \$ _____.

And when the balance in the Custody Account is compared to the Aggregate Collateral Amount listed on the current Schedule dated ____/____/____ (attached hereto) that the Custody Account balance is:

- Equal to or greater than 100% of the Aggregate Collateral Amount listed on the current Schedule, and the Schedule is un-locked (if locked by a previous notice).
- A wire transfer, in the amount of \$ _____ was (received from / sent to) TD Ameritrade on the same date hereof.
- Less than 100% of the Aggregate Collateral Amount listed on the current Schedule. Additional fund in the amount of \$ _____ is required by the end the business day.
- The current Schedule is now a Locked Schedule. The Custody Account is less than 100% of the Aggregate Collateral Amount as of the end of the business day of this Confirmation.

Wells Fargo Bank, National Association, as
Custodian.

By: _____

Name: _____

Title: _____

EXHIBIT C

Customer Collateral Disbursement Notice

Date: _____

To Custodian:	From Customer:
Wells Fargo Bank, National Association	Name:
Corporate Trust Services	Attn.:
	Address:
	Phone number:
	Fax number:
	Date of birth:
	TIN:

This Customer Collateral Disbursement Notice (the "Notice") is given in accordance with the Master Securities Lending Agreement and we hereby represent that on the date of this Notice we are a Client of the Fully-Paid Lending Program of TD Ameritrade and a Customer as defined in the Collateral Administration Agreement between TD Ameritrade and Wells Fargo Bank, National Association (the "Custodian") dated September 25th, 2020 (the "Agreement"). We hereby certify that TD Ameritrade is in breach of its obligations under its Master Securities Lending Agreement with us covering the borrowing by TD Ameritrade of fully-paid securities that we own. As a result of such breach, we hereby demand payment of U.S. \$ _____ under the Agreement. We hereby request that you wire funds to our account as follows:

Name of Account:
 Account Number:
 Bank Name:
 Bank ABA/Routing Number:
 Additional text (if necessary):

In order for the Custodian to comply with certain regulatory requirements, we understand that certain customer information is required by the Custodian prior to making a disbursement. If the information contained in this Notice is unclear or additional information is needed to comply with the regulatory requirements, the Custodian will notify the Customer.

In signing this Notice the Customer understands and agrees that (1) the amount available to each single Customer under the above described Agreement at any time shall be the individual amount specified for each such Customer on the Schedule effective at such time this Notice is received less the amount of all previously amounts disbursed to such Customer while such Schedule was in effect, (2) disbursements will be made to the Customer within two business days after each Notice is received and the required regulatory requirements have been met, (3) if the Aggregate Collateral Amount listed on the Schedule effective at the time this Notice is received is greater than the Collateral in the Custody Account, the Custodian shall make a pro-rata disbursement based on the then available Collateral, (4) the Custodian is not in any way responsible for (a) whether any Customer is named as a Customer on the Schedule, (b) the amount specified on any Schedule being available to any Customer, (c) the Aggregate Collateral Amount specified on any Schedule, (d) whether TD Ameritrade gives or fails to give any information about the Agreement, (e) delayed or blocked disbursements due to regulatory requirements and shall not be in default or liable in any way for said delay or blocked disbursement, (5) the Custodian will rely on the wire instructions received with this Notice in making a disbursement even if the account is not the account of the Customer presenting such Notice, the Custodian is not responsible for errors in the information provided, (6) all communications from a Customer, other than (a) a Customer's communication concerning making this Notice, (b) a Customer's inquiry concerning this Notice, (c) inquiry about the amount available to such Customer for disbursement under the Agreement pursuant to a Schedule, (d) or the amount such Customer has drawn under this Agreement while the same Schedule was in effect, will be directed to TD Ameritrade, and (7) the amount available on the Schedule effective at such time this Notice is received is the aggregate amount available for disbursement, the Custodian is not responsible for changes in the market value of the securities between the effective schedule and the date the disbursement is made.

Each Customer agrees that its acceptance of all the terms and provisions of this notice will be evidenced by the Customer signing the Master Securities Lending Agreement with TD Ameritrade. The Customer's signing of this Notice and acceptance of any disbursement made under the Collateral Administration Agreement will also be evidence of such Customer's acceptance of all the terms and provisions of this Notice. Each Customer also agrees that at least three (3) Business Days prior to any such payment, the Parties shall deliver an IRS form W-9 or W-8 for such payee(s).

By: _____
 Name: _____
 Title: _____

EXHIBIT D

Agency and Custody Account Direction

For Cash Balances

Wells Fargo Money Market Deposit Accounts

Direction to use the following Wells Fargo Money Market Deposit Accounts for Cash Balances for the Custody Account or Accounts (the "Account") established under the Agreement to which this Exhibit D is attached.

The Custodian is hereby directed to deposit, as indicated below, or as TD Ameritrade shall direct further in writing from time to time, all cash in the Account in the following money market deposit account of Wells Fargo Bank, National Association:

Wells Fargo Money Market Deposit Account (MMDA)

TD Ameritrade understands that amounts on deposit in the MMDA are insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation (FDIC), in the basic FDIC insurance amount of \$250,000 per depositor, per insured bank. This includes principal and accrued interest up to a total of \$250,000.

TD Ameritrade acknowledges that they have full power to direct investments of the Account.

TD Ameritrade understands that they may change this direction at any time and that it shall continue in effect until revoked or modified by TD Ameritrade by written notice to the Custodian.