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COLLATERAL ADMINISTRATION AGREEMENT

This Collateral Administration Agreement (the "Agreement") is entered into by and between DriveWealth, LLC ("Client") and 17a-4, llc, a New York limited liability company ("Administrator" and together with Client the "Parties") as of this 6th day of January, 2022.

Whereas, Client is a clearing broker registered as a broker-dealer with the Securities and Exchange Commission ("SEC") and a member in good standing of the Financial Industry Regulatory Authority ("FINRA");

Whereas, certain customers of Client's introducing firms ("Lender") have agreed to lend fully-paid securities to Client pursuant to Client's fully-paid securities lending program, as agreed in a securities loan agreement (the "Securities Lending Agreement"), subject to Client's agreement to deliver Collateral to secure the repayment of Client's obligations to such Lender of equal or greater value to that of the loaned securities (the "FPL Lending Program");

Whereas, in connection with any loan of fully-paid securities of a Lender, the Collateral provided by Client must comply with the requirements of Rule 15c3-3 adopted by the SEC under the Securities Exchange Act of 1934 (the "Exchange Act");

Whereas, Administrator is engaged in the business of providing certain services to registered broker-dealers and has the appropriate expertise and knowledge to act as collateral administrator in connection with the FPL Program;

Whereas, Client has requested Administrator to act as collateral administrator in connection with its FPL Lending Program and, subject to the terms and conditions of this Agreement, Administrator has agreed to act in such capacity;

Whereas, in connection with the FPL Lending Program, Client and Administrator have entered into a Collateral Administration and Account Control Agreement (the "Control Agreement") with BMO Harris Bank N.A. ("BMO"), which will act as the custodian for the Collateral;

Whereas, Administrator and Client intend that each Lender that has entered into a Consent (as defined below) shall be incorporated as a party to this Agreement; and

Whereas, pursuant to the Control Agreement, Administrator has agreed to act as administrator and collateral agent for the benefit of the Lenders;

Whereas, the Lenders have consented that the Administrator be named as the secured party for their benefit under the 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

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Whereas, all defined terms not defined in this Agreement shall have the meaning ascribed to them in the Control Agreement;

Now, therefore, in consideration of the mutual promises and agreements hereinafter set forth, Client and Administrator agree as follows.

1. Appointment of Collateral Administrator

Client hereby appoints the Administrator as the collateral agent and administrator to perform the duties set forth in this Agreement and in the Control Agreement with regard to protecting the Collateral for the benefit of Client's Lenders who participate in the FPL Lending Program. Administrator hereby accepts such appointment and agrees to perform the duties of the Administrator under this Agreement and the Control Agreement. The Client and the Lenders hereby direct the Administrator to enter into the Control Agreement, on such terms acceptable to the Administrator, and authorize the Administrator 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 Administrator by this Agreement and the Control Agreement, together with such other powers as are reasonably incidental thereto. To secure the obligations of Client under the Securities Lending Agreement between Client and each Lender, Client hereby pledges with, assigns to, and grants Administrator for the benefit each Lender a continuing first priority security interest in, and a lien upon, all of Client'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. Administrator, as collateral agent and administrator for such Lenders, shall have all the rights and remedies of a secured party under the UCC. The Administrator hereby further agrees to and acknowledges the security interest granted by Client to Administrator 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 Control Agreement.

The Administrator may be removed (i) by the Client's delivery of not less than ninety (90) days' written notice of removal to the Administrator 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 Administrator and the Trustor. Such resignation or removal shall not become effective unless and until a Successor Administrator has been appointed pursuant to this Agreement and has accepted such appointment by written instrument executed by such Successor Administrator and delivered to the Trustor.

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

The Administrator may resign from office by an instrument in writing executed by the Administrator and delivered to the Client and the Lenders, which resignation shall not take effect

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until a Successor Administrator has been appointed and has accepted such appointment by instrument in writing executed by such Successor Administrator and delivered to the Client and the resigning Administrator.

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

Notwithstanding the foregoing, in the event that Client is unable to appoint a Successor Administrator, or appoint a Successor Administrator on a timely basis, under the provisions of this Agreement, Client shall have the right to, upon notice to Administrator, with such notice not required if Administrator 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 Administrator, subject to the terms and qualifications set forth in this Agreement; or

ii. Appoint a collateral agent ("Collateral Agent") to serve on a temporary basis until a Successor Administrator is appointed. Client shall make available to the Collateral Agent each Business Day the ledger in accordance with this Agreement, and Client shall cause BMO to make available to the Collateral Agent each Business Day the Account Statement in accordance with this Agreement. If an Act of Insolvency occurs with respect to Client during the service of a Collateral Agent, BMO 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 BMO for the return of all Collateral to Client.

Administrator hereby acknowledges, agrees, represents, and warrants that Administrator is acting solely and exclusively as the Administrator for the benefit of the Lenders at all times when it acts hereunder and accepts, holds, administers and enforces the security interest in the Collateral, the Collateral, and any accounts in which the Collateral is held. Administrator acknowledges and agrees that upon the insolvency or bankruptcy of Administrator, the Collateral shall not be treated as property of Administrator or Administrator's estate and Administrator or the estate of

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Administrator, as applicable, shall not have any claim or other interest in the Collateral or any account in which the Collateral is held.

No Administrator shall be liable for the acts or omissions to act of any Successor Administrator and no Successor Administrator shall be liable for the acts or omissions to act of any prior Administrator.

Upon termination of this Agreement or removal or resignation of the Trustee pursuant to this Agreement, the Client shall pay to the Administrator all undisputed amounts owing for fees and reimbursement of expenses which have accrued to the date of such termination, removal or resignation.

2. Monitoring of Collateral

Administrator will monitor the Collateral held by BMO for the benefit of Client's Lenders and will maintain a ledger reflecting the Collateral attributable to each Lender. Client shall provide Administrator with information on each Lender, including address, email, account information and payment instructions in the event of receipt of Collateral by Lenders. Client shall provide Administrator with a daily schedule listing each open securities loan under Client's FPL Lending Program (the "Collateral Schedule"). The Collateral Schedule shall list each Lender with an open securities loan under the FPL Lending Program, the details of such loan and the amount of Collateral attributable to each such Lender. The Collateral Schedule shall be furnished to the Administrator no later than 7:30 pm Eastern time on each business day when the New York Stock Exchange is open for trading ("Business Day").

Client may set forth on the Collateral Schedule any proposed increase or decrease in required Collateral under SEC Rule 15c3-3.

On a daily basis, Administrator shall reconcile the Collateral Schedule received from Client with the Custody Account statement furnished by BMO under the Control Agreement (the "Account Statement"). Administrator shall promptly notify Client if, based on its review of the Collateral Schedule and the Account Statement, additional Collateral is required from Client, or excess Collateral is available for delivery to Client. Such notification shall be provided by the Administrator to Client no later than 12:00 noon Eastern time on the next Business Day.

If on any Business Day, the Client fails to provide the ledger in accordance with this section, the Collateral Schedule for such Business Day shall be the Collateral Schedule in effect as of the immediately preceding Business Day until the Client, without any further action by the Administrator, provides the Administrator with a new Collateral Schedule. If on any Business Day, BMO fails to provide the Account Statement in accordance with this section, the Account Statement for such Business Day shall be the Account Statement in effect as of the immediately preceding Business Day until BMO, without any further action by the Administrator, makes available to the Administrator the Account Statement.

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If either Party believes that there are any errors on the Collateral Schedule, the Account Statement or in the computation of required Collateral ("Errors"), then such Party shall immediately notify the other Party, and both Parties shall undertake all reasonable efforts to resolve such Errors no later than the end of the next Business Day following notification of the Error.

Based on the foregoing reconciliation process, both Parties agree that Client shall provide BMO with a Daily Funds Adjustment Notice that reflects (i) the additional funds to be deposited by Client, (ii) the excess funds to be delivered to Client, or (iii) that no adjustment in funds is required. Client shall provide a copy of the Daily Funds Adjustment Notice to the Administrator contemporaneously with delivery of such notice to BMO.

Notwithstanding anything to the contrary in this Agreement or the Control Agreement, the Administrator shall not be required to exercise any rights or remedies under this Agreement or the Control Agreement or give any consent under this Agreement or the Control Agreement or enter into any agreement amending, modifying, supplementing or waiving any provision of this Agreement or the 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 Client or, subsequent to an Event of Default or Act of Insolvency, the applicable Lender(s) (which written direction the Administrator shall be deemed to have received upon an Act of Insolvency pursuant to this Agreement). So long as the Administrator has requested instructions from the Client or the Lenders, as the case may be, in a timely manner, the Administrator shall not be liable for any delay in acting that is attributable to a delay or failure by the Client or the Lenders in providing such instructions to BMO, and the Administrator shall be fully protected in, and shall incur no liability in connection with, acting (or failing to act) pursuant to such Instructions

On a yearly basis, the Client shall, upon the request of Administrator, provide to the Administrator an Officer's Certificate that (i) it has conducted an audit of the information provided to the Administrator, both information on each Lender and in the ledger, and that such information was true and correct in all material respects and (ii) that each Lender participating in this Agreement is bound by a Consent.

3. Monitoring Client's Financial Condition

Client shall promptly furnish Administrator with copies of all financial statements and net capital computations filed by Client with the SEC. In addition, Client agrees to notify Administrator within one Business Day upon the initiation of any case or proceeding that constitutes, or would constitute with the passage of time if not dismissed, an Act of Insolvency (as defined in the Securities Lending Agreement). Such notification shall not be deemed an admission by Client that an Act of Insolvency has occurred if the notification relates to a case or proceeding initiated by a third party.

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Administrator agrees that it will not provide a Notice of Exclusive Control to BMO unless (i) Client has agreed in writing that an Event of Default or Act of Insolvency has occurred, or (ii) Administrator has verified through commercially reasonable efforts the occurrence of an Event of Default or Act of Insolvency. Administrator further agrees that it shall not provide any Written Instructions to BMO unless it has first provided a Notice of Exclusive Control to BMO. Both Parties agree that, prior to delivery of a Notice of Exclusive Control to BMO, only Client will deliver Written Instructions or Daily Funds Adjustment Notices to BMO. Client shall provide copies of all such correspondence with BMO to the Administrator on a contemporaneous basis.

4. Records and Confidentiality

All Collateral Schedules and Account Statements shall be received by Administrator through a secure file transfer protocol and will be maintained by Administrator in an encrypted, non-erasable format that complies with the requirements of SEC Rule 17a-4(f). In addition, Administrator agrees to act as the designated third party in accordance with, and file with FINRA the undertaking required by, SEC Rule 17a-4(f)(3)(vii). The Administrator shall use Microsoft's Azure Blob Storage unless Client agrees to a change in storage vendors.

Administrator agrees to comply with the confidentiality provisions of the Control Agreement.

5. Fees

In consideration of the services to be provided hereunder by the Administrator, Client will pay the Administrator the fees set forth in Schedule A to this Agreement. Fees shall be calculated on an annual basis, commencing upon the effective date of this Agreement, and shall be payable per Appendix A. If this Agreement is terminated for any reason by either Party prior to the next anniversary of the effective date, then the fees will be prorated for that portion of the year during which the Agreement was in effect.

6. Lender Rights

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 Client and that it shall have no right of dissent or any similar rights.

A Lender may, subject to the terms of the Securities Lending Agreement, deliver to the Administrator a Notice of Default (with a copy to Client) stating that an Event of Default has occurred under the Securities Lending Agreement wherein the Client remains solvent (i.e. the Event of Default is not due to an Act of Insolvency with respect to the Client) substantially in the form attached hereto as Exhibit B (a "Notice of Default"). Such Lender hereby covenants, for the benefit of the Client, 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 Client and the expiration of any applicable notice requirement or grace period. The Administrator shall have no duty to determine whether the Lender has complied with the immediately preceding

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sentence nor shall such covenant by the Lender constitute a limitation on the Administrator's right to act upon a Notice of Default without inquiry. The Administrator agrees to promptly notify the Client 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 five (5) Business Days after Administrator's receipt of such Notice of Default. Upon the passage of such five (5) Business Day period, unless Lender sends a written notice to Administrator revoking such Notice of Default substantially in the form attached hereto as Exhibit C (a "Notice of Revocation"), Administrator is authorized to act upon such Notice of Default, and shall, without inquiry and in reliance upon such Notice of Default, direct BMO 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 five (5) Business Day delay shall be imposed in a situation involving an Act of Insolvency with respect to the Client, as described in paragraph (b) of this Section. Delivery of such Notice of Default shall constitute a representation and warranty by the Lender that the Administrator'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 Client and the Lender. The Administrator may conclusively rely without further inquiry on the statements set forth in any Notice of Default and any related instructions.

Upon "actual knowledge" that an Act of Insolvency has occurred and is continuing with respect to the Client, the Administrator shall be "deemed to have received" a Notice of Default from each of the Lenders which instructs and directs Administrator to disregard and not follow any and all Instructions or entitlement orders of Client with respect to the Collateral, and authorizes and directs Administrator to direct BMO to distribute the Collateral to each of the Lenders pursuant to the information contained in the ledger. Administrator agrees to facilitate notification to each Lender of the occurrence of an Act of Insolvency with respect to the Client. "Actual knowledge" of the occurrence of an Act of Insolvency with respect to Client 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, BMO shall promptly distribute such Collateral to each Lender in an amount not to exceed the amounts indicated in the ledger with respect to such Lender as last communicated to the Administrator by the Client pursuant to this Agreement. It is acknowledged and agreed that the Lenders' rights pursuant to this section 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 Client 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 Administrator accept from any Lender a notification of a Default by the Client 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.

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In the event that Client fails to transfer additional Collateral into the Collateral Account as and when required under this Agreement (a "Collateralization Default"), and such failure is not cured:

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

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

(B) Administrator shall suspend the performance of its obligations under this Agreement 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 Administrator shall provide notice to all Lenders of the Collateralization Default.

If following distribution of the Collateral due to each Lender and the satisfaction of all remaining obligations of Client 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 Client, or upon the occurrence of an Act of Insolvency with respect to Client, to Client's estate, subject to the instructions of the trustee or receiver appointed in connection with Client's insolvency or the court presiding over Client's bankruptcy case. In the event that distributions are made to Lenders as a result of a Collateralization Default, BMO shall make such distributions in accordance with the provisions of this Agreement hereof, but it is acknowledged and agreed that BMO shall only distribute each Lender's ratable share of the Collateral available for distribution, in proportion to such Lender's owed Collateral relative to the aggregate of the total Collateral owing to all Lenders.

To the extent that any provision of this Agreement or the Control Agreement provides that the Administrator shall act according to the instructions or directions of the Client, 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 Administrator shall be entitled to rely on, and shall be obligated to follow such Instructions or other directions.

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 Client, BMO 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 ledger. BMO 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 BMO shall be entitled to rely conclusively on the information contained in the ledger and information provided by Client and shall not be liable for any loss resulting from an error contained in such information.

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7. Representations

Client represents and warrants to Administrator that: (i) it is duly organized and validly existing as a limited liability company under the laws of the State of New Jersey, (ii) it is registered as a broker-dealer with the SEC and a member in good standing of FINRA, (iii) it has full power and authority to enter into this Agreement and to perform its obligations thereunder, (iv) it has obtained all required corporate approvals to enter into this Agreement, (v) this Agreement does not conflict with any obligations of Client to any other person, and (vi) this Agreement is a binding obligation of Client, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy or insolvency laws.

Administrator represents and warrants to Client that: (i) it is duly organized and validly existing as a limited liability company under the laws of the State of New York, (ii) it has full power and authority to enter into this Agreement and perform its obligations thereunder, (iii) it has obtained all required company approvals to enter into this Agreement, (iv) this Agreement does not conflict with any obligations of the Administrator to any other person, and (v) this Agreement is a binding obligation of Administrator, enforceable against it in accordance with its terms, except as such enforceability may be affected by bankruptcy or insolvency laws.

8. Miscellaneous

This Agreement shall continue in effect until terminated by one or both Parties. This Agreement may be terminated by either Party, with or without cause, upon ninety (90) days' prior written notice to the other Party.

To the fullest extent permitted by applicable law, the Client shall pay, indemnify and hold the Administrator, each agent or attorney in fact appointed by the Administrator hereunder and each of their respective officers, directors, shareholders, controlling persons, employees, agents and servants (each, an "Administrator 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 Administrator Indemnified Party may become subject to or liable, by reason of complying with any Instructions or directions of the Client 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 Administrator Indemnified Party.

As a condition to the Administrator entering into this Agreement and continuing to perform its duties hereunder, the Client represents and warrants to the Administrator, 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)),

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that it has implemented and currently maintains an anti-money laundering program, including a customer identification program ("CIP"), ongoing customer due diligence (CDD), 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 Client will certify annually to the Administrator, upon written request, that it has implemented and maintains such CIP, CDD, and KYC program, that it is in compliance in all material respects with such programs for all Lenders. The Client acknowledges and represents that the Lenders are customers of the Client and not customers of the Administrator or joint customers of the Client and the Administrator.

This Agreement, together with the Control Agreement, constitutes the entire agreement between the Parties. Any amendment, modification or waiver of any provision of this Agreement shall not be effective unless set forth in a written instrument signed and delivered by both Parties.

This Agreement and its enforcement shall be governed by and construed in accordance with, the laws of the State of New York, without regard to conflicts-of-law principles. Each Party hereby irrevocably submits to the exclusive jurisdiction of the courts of the State of New York, and waives any objection which it may have at any time to the laying of venue of any proceeding brought in any such court. Each Party waives any claim that such proceeding has been brought in an inconvenient forum and waives the right to object that such court does not have any jurisdiction over such party with respect to such proceeding.

Neither the rights nor the duties of either Party under this Agreement may be assigned or delegated to any other person without the prior written consent of the other Party.

In the event that any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal, or unenforceable provision will be replaced by a mutually acceptable provision that is valid and enforceable, and that comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, transmitted via electronic mail, sent by nationally recognized overnight courier or mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses set forth on the signature page hereto (or at such other address for a Party as shall be specified by like notice). All such notices and other communications shall be deemed to have been given and received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of delivery by electronic mail, on the date of such delivery, (iii) in the case of delivery by nationally recognized overnight courier, on the date of delivery and (iv) in the case of mailing, on the date of delivery or date delivery was attempted but refused as evidenced by return receipt.

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed to: (a) give either Party the power to direct or control the day-to-day activities of the other; or (b) constitute a partnership, joint venture, agency, or

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employment relationship between the Parties. Neither Party shall (a) have any right or authority to bind, obligate, or act on behalf of the other Party, or (b) represent that such Party has such right or authority.

The Parties to this Agreement may execute this Agreement on separate counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

DriveWealth, LLC

DocuSigned by:
Michael Dugan
BACE92616C29407...
By:

Address for Notices:

DriveWealth, LLC
15 Exchange Place
10th Floor
Jersey City, NJ 07302

Attention: legal@drivewealth.com

17a-4, llc

By:

Address for Notices:

17a-4, llc
15 Breeze Hill
PO Box 1492
Millbrook, NY 12545

Attention: Legal@17a-4.com

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APPENDIX A – ADMINISTRATOR FEES

Description	Qty.	Unit Price	Discount	Line Total
1. Daily reconciliation of Collateral Value	1	$4,800.00		$4,800.00
2. DataParser for Azure Blob Annual License	1	$2,000.00		$2,000.00
3. Secure SFTP site for daily report upload	1	$2,000.00		$2,000.00
4. Collateral Distribution fees (hourly)	0	$300.00		$0.00
Total				$8,800.00

Notes:

- Fees payable on annual basis.
- Daily SFTP Reports: BMO Harris Administrative Reports sent to Azure Blob Storage

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EXHIBIT A

CONSENT

Reference is made to the Collateral Administration Agreement dated as of January 6, 2022, between DriveWealth, LLC ("DriveWealth") and 17a-4, LLC, as collateral administrator (the "Administrator"), a true and correct copy of which has been received and reviewed by the undersigned Lender. Capitalized terms used in this Consent without definition shall have the meanings ascribed to such terms in the Collateral Administration Agreement.

The undersigned Lender understands that the attached Collateral Administration Agreement describes the obligations and rights of Administrator and DriveWealth 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. The undersigned Lender further understands that pursuant to the Collateral Administration Agreement, the Administrator will act on behalf of and for the benefit of the undersigned Lender and other similarly-situated Lenders, under certain circumstances and subject to certain conditions. The undersigned Lender acknowledges receipt of a copy of the Collateral Administration Agreement and understands that it contains legal terms directly applicable to whether, and to what extent, Administrator will act on behalf of and for the benefit of the undersigned Lender, including upon the occurrence of an Event of Default or Act of Insolvency by Trustor, as set out in the Securities Lending Agreement.

The undersigned Lender acknowledges that this Consent and the Collateral Administration Agreement contain rights, obligations and limitations directly relevant to the undersigned Lender including, but not limited to, the following:

- The undersigned Lender appoints the Administrator to act as its collateral trustee hereunder and as the secured party for the benefit of the undersigned Lender under the Control Agreement.
- The undersigned Lender directs the Administrator, and the Administrator is hereby authorized, to enter into the Control Agreement and any other related agreements in the form delivered to, and agreed upon by, the Administrator.
- The undersigned Lender understands and authorizes DriveWealth 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 BMO to pay any Collateral excess held in the Collateral Account to DriveWealth in accordance with the Collateral Administration Agreement.
- Upon the occurrence of an Event of Default on the part of DriveWealth as set out in the Collateral Administration Agreement (other than an Act of Insolvency, upon which such notice and Instruction shall be deemed given by the Lender), the undersigned Lender has the right to instruct the Administrator 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 Administration Agreement. Upon the occurrence of an Event of Default on the

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part of DriveWealth, Lender must submit to Administrator **(with a copy to DriveWealth)** a Notice of Default in substantially the form of Exhibit B to the Collateral Administration Agreement in order to exercise such right. If the undersigned Lender determines that an Event of Default has not occurred, or is no longer continuing, such Lender must within five (5) business days submit to Administrator **(with a copy to DriveWealth)** a Notice of Revocation in substantially the form of Exhibit C to the Collateral Administration Agreement. If any such Notice is submitted electronically, Lender shall provide the original Notice to Administrator in a timely manner.

- As set out in the Collateral Administration Agreement, DriveWealth and/or the Administrator may request that the undersigned Lender provide its consent (which shall not be unreasonably withheld) to the appointment of a Successor Trustee or to certain amendments to the Collateral Administration Agreement or other related agreements.
- Under the Collateral Administration Agreement, the undersigned Lender may be responsible for indemnifying the Administrator with respect to certain acts.
- Under the Collateral Administration Agreement, the undersigned Lender has the right to join a group of Majority Lenders (as defined in the Collateral Administration Agreement) to remove the Trustee upon ninety (90) days' written notice.
- Upon the occurrence of certain events with respect to the Administrator set forth in the Collateral Administration Agreement, DriveWealth reserves the right to terminate all securities loans with the undersigned Lender and other Lender customers of DriveWealth and instruct BMO to return of all the Collateral pledged for such securities loans to DriveWealth.
- With respect to any Instructions or directions by unsecured email, facsimile transmission, or other similar unsecured electronic methods, the undersigned Lender agrees to assume all risks arising out of the use of such electronic methods to submit Instructions and directions to the Administrator, including without limitation the risk of the Administrator acting on unauthorized instructions, and the risk of interception and misuse by third parties.

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

Dated:

[Name of Lender]

By: _____

Name: _____

Title: _____

DocuSign Envelope ID: 34645C7A-2FA0-4746-A24D-713E633A86D5

EXHIBIT B

NOTICE OF DEFAULT

17a-4, llc
15 Breeze Hill
PO Box 1492
Millbrook, NY 12545
Legal@17a-4.com

DriveWealth, LLC
15 Exchange Place, 10th Floor
Jersey City, NJ 07302
legal@drivewealth.com

Re: Notice of Default

Ladies and Gentlemen:

Reference is made to the Collateral Administration Agreement (the "Collateral Administration Agreement") dated as of January 6, 2022 among 17a-4, llc, as Administrator, the Lenders and DriveWealth, LLC ("DriveWealth") and the Account Control Agreement (the "Control Agreement") dated as of January 7, 2022 among DriveWealth, the Administrator, in its capacity as Administrator for the Lenders, and BMO Harris Bank NA in its capacity as Securities Intermediary.

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

Pursuant to the Collateral Administration Agreement we hereby certify to you that an Event of Default with respect to DriveWealth 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 Collateral Administration Agreement. Please instruct the Securities Intermediary to deliver to me 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 DriveWealth.

[LENDER]

By: _____
Name:

DocuSign Envelope ID: 34645C7A-2FA0-4746-A24D-713E633A86D5

Title:

DocuSign Envelope ID: 34645C7A-2FA0-4746-A24D-713E633A86D5

EXHIBIT C

NOTICE OF REVOCATION OF A NOTICE OF DEFAULT

17a-4, llc
15 Breeze Hill
PO Box 1492
Millbrook, NY 12545
Legal@17a-4.com

DriveWealth, LLC
15 Exchange Place, 10th Floor
Jersey City, NJ 07302
legal@drivewealth.com

Re: Revocation of Notice of Default

Ladies and Gentlemen:

Reference is made to the Collateral Administration Agreement (the "Collateral Administration Agreement") dated as of January 6, 2022 among 17a-4, llc, as Administrator, the Lenders and DriveWealth, LLC ("DriveWealth") and the Account Control Agreement (the "Control Agreement") dated as of January 7, 2022 among DriveWealth, the Administrator, in its capacity as Administrator for the Lenders, and BMO Harris Bank NA in its capacity as Securities Intermediary.

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

Pursuant to the Collateral Administration Agreement we hereby inform you that we are revoking the Notice of Default dated as of _____ previously delivered to you.

We and DriveWealth 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 DriveWealth.

Very truly yours,

[LENDER]

By: _____
Name:

DocuSign Envelope ID: 34645C7A-2FA0-4746-A24D-713E633A86D5

Title: