

Securities Account and Deposit Account Control Agreement

This Securities Account and Deposit Account Control Agreement (as amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of May 28, 2025, is entered into by and among **YOUR COMPANY NAME** (the "Secured Party"), **TENANT NAME** (the "Pledgor"), Build Whale, Inc. ("Adviser") and Alpaca Securities LLC ("Broker").

WHEREAS, the Pledgor has entered into an Alpaca Customer Agreement (the "Brokerage Agreement") with the Broker pursuant to which the Broker has agreed to act as a securities intermediary for Pledgor and, in that capacity, maintain a Securities Account (as defined below) for the Pledgor described on Schedule A hereto (together with any substitute, replacement or renumbering of such account, the "Brokerage Account") to which certain Financial Assets (as defined below) may be credited from time to time;

WHEREAS, the Pledgor has granted to the Secured Party a security interest in and lien upon the Brokerage Account, the Financial Assets contained therein, and any and all Proceeds (as defined below) of any thereof, whether now or hereafter existing or arising (collectively, the "Collateral") to secure all obligations of the Pledgor under the Lease Agreement (the "Lease Agreement"); and

WHEREAS, the Secured Party and the Pledgor have requested that the Broker enter into this Agreement with them to perfect the security interest of the Secured Party in the Collateral, and Broker is willing to do so upon the terms contained in this Agreement;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1. Definitions

The following terms shall have the meanings indicated below:

"Business Day" means any day other than a Saturday, Sunday or day on which banks are authorized or required by law to close.

"Code" means the Uniform Commercial Code of the State of Delaware.

"Court Order" has the meaning set forth in Section 11.

"Effective Time" means, with respect to any Notice, a reasonable period of time not to exceed two Business Days after Delivery of a Notice to Broker.

"Entitlement Order" has the meaning given in Section 8-102(a)(8) of the Code.

"Fees" has the meaning set forth in Section 9.

"Financial Assets" has the meaning given in Article 8 of the Code.

"Instructions" means, with respect to the Brokerage Account and the Financial Assets, Entitlement Orders and other instructions given by or on behalf of Pledgor to Broker concerning the Brokerage Account in accordance with the Brokerage Agreement and Entitlement Orders and other instructions of Secured Party concerning the Brokerage Account given in the manner required by this Agreement.

"Item" has the meaning set forth in Section 8.

"Losses" has the meaning set forth in Section 13(a).

"Notice" means a Notice of Exclusive Control or a Notice of Termination, as applicable.

"Notice of Exclusive Control" means a notice, substantially in the form of Exhibit A hereto, stating that the Secured Party is exercising control over the Collateral.

"Notice of Termination" means a notice, substantially in the form of Exhibit B hereto, stating that the Secured Party's security in the Collateral has been released and that this Agreement is terminated.

"Proceeds" has the meaning given in Section 9-102(a)(64) of the Code.

"Securities Account" has the meaning given in Section 8-501(a) of the Code.

2. Broker Representations

(a) The Broker hereby represents and warrants to the Secured Party and the Pledgor that: (a) the Brokerage Account has been established in the name of the Pledgor as described on Schedule A, (b) Broker has not entered into any currently effective agreement with any person relating to the Brokerage Account and/or any Collateral under which Broker may be obligated to comply with instructions originated by a person other than the Pledgor or the Secured Party, (c) in the ordinary course of its business, Broker maintains Securities Accounts for others and is acting in that capacity in connection with the Brokerage Account and this Agreement; (d) Broker is a "broker" within the meaning of § 8-102(a)(3) of the Code; (e) the Brokerage Account is and will be maintained by the Broker as a Securities Account with respect to Financial Assets credited thereto; and (f) for purposes of Article 8 of the Code, the State of Delaware is Broker's securities intermediary jurisdiction.

3. Pledgor Representations

Pledgor represents and warrants to the Secured Party that it has granted a security interest in the Collateral to Secured Party and has not assigned or granted a security interest in the Collateral that is currently effective except to the Secured Party.

4. Secured Party Representations

The Secured Party represents to Broker that the Pledgor has granted a security interest in the Collateral in favor of the Secured Party to secure Pledgor's obligations to Secured Party under the Lease Agreement.

5. Confirmation of Other Matters

All parties acknowledge and agree that: (i) this Agreement is intended to constitute an authenticated record for purposes of § 9104 of the Code, (ii) Broker has not reviewed the Lease Agreement, and neither of them makes any representation or warranty as to the sufficiency or effectiveness of such agreements, and (iii) Broker may hold Financial Assets credited to the Brokerage Account in the name of Broker or its nominee and may utilize any subcustodian, securities depository or clearing corporation to the extent it deems appropriate, subject to the rules, terms and conditions of such subcustodian, securities depository or clearing corporation and provided that Broker identifies on its records as belonging to Pledgor and pledged to Secured Party a quantity of securities as part of a fungible bulk of securities held in Broker's account at such subcustodian, securities depository or clearing corporation and represented in accounts which include only assets held by Broker for its customers. Unless required by law, Broker will not agree with any third party that Broker will comply with instructions originated by such third party directing disposition of the Collateral without the prior written consent of the Secured Party and the Pledgor. The Secured Party acknowledges and agrees that Broker is not responsible for the validity, priority or enforceability of the Secured Party's security interest in the Collateral or any other assets of the Pledgor.

6. Control

Secured Party may exercise sole and exclusive control of the Collateral necessary to secure all obligations of the Pledgor under the Lease Agreement at any time by delivering to Broker a Notice of Exclusive Control. From and after the Effective Time of a Notice of Exclusive Control received by Broker, Broker shall, without inquiry and in reliance upon such Notice of Exclusive Control, comply with Instructions, including Entitlement Orders, solely from Secured Party with respect to the Collateral. Secured Party agrees that Secured Party will only issue a Notice of Exclusive Control if Secured Party has determined in good faith that an event of default or other similar event has occurred under the Lease Agreement which entitles Secured Party to exercise its rights as a secured party with respect to the Collateral. Broker shall not have any liability to Secured Party or Pledgor for complying with a Notice of Exclusive Control or Instructions (including

Entitlement Orders) originated by Secured Party. Broker will be fully protected in complying with a Notice of Exclusive Control (and any instructions, including Entitlement Orders, originated by Secured Party) whether or not Pledgor may allege that no rights of Secured Party exist to provide such instructions or to issue the Notice of Exclusive Control. For avoidance of doubt, each Instruction or Notice of Exclusive Control shall apply to the Brokerage Account listed on Schedule A.

7. Subordination of Rights

Except as provided in this Agreement, Broker agrees it shall not setoff, charge, deduct or otherwise withdraw funds from the Brokerage Account. The parties agree that any security interest in or lien on, or right of set-off against any of the Collateral that Broker may have now or in the future is hereby waived other than with respect to (a) with respect to Broker, any advances that Broker may from time to time make to, or for the benefit of, Pledgor for purposes of clearing or settling purchases or sales of securities in the Brokerage Account and (b) any fees, charges, expenses and other amounts not described in clause (a) above owed to Broker and incurred in connection with the performance of its duties hereunder or pursuant to the Brokerage Agreement related to the maintenance and operation of the Brokerage Account, for which Broker shall have a prior claim to the Collateral having priority over the interest of Secured Party.

8. Fees

At any time, Broker is permitted to charge the Brokerage Account for all of its fees and expenses for the maintenance and administration of such account and the services provided hereunder (collectively, "Fees"). If the Financial Assets and cash credited to the Brokerage Account are insufficient to cover such Fees, the amount thereof or the shortfall, as applicable, will be paid by the Pledgor to Broker, as the case may be, upon demand therefor. After the delivery of a Notice of Exclusive Control, the Secured Party agrees to pay such Fees within 15 calendar days after demand, without setoff or counterclaim, to the extent such Fees are not timely paid in full by the Pledgor. Any failure of the Pledgor or the Secured Party to make such payment shall be deemed a breach of this Agreement.

9. Statements, Confirmations and Notices of Adverse Claims

The Pledgor agrees that Broker may furnish to the Secured Party copies of all statements and confirmations concerning the Brokerage Account to the Secured Party upon the written request and at the sole expense of the Secured Party. If Broker receives written notice of any lien, encumbrance or adverse claim against the Collateral, if not prohibited by law, then the party receiving such notice will use commercially reasonable efforts to promptly notify the Secured Party and the Pledgor thereof.

10. No Responsibility or Liability Except for Gross Negligence or Willful Misconduct

Broker shall not have any obligations hereunder including any claims, causes of action, liabilities, lawsuits, demands and damages of any kind or nature between the Pledgor and the Secured Party, which shall be entirely governed by that certain lease agreement entered by and between the Pledgor and the Secured Party, except for those expressly set forth herein. Without limiting the foregoing, Broker shall not (i) have any responsibility or liability to the Pledgor or the Secured Party for any Losses except to the extent determined by a court of competent jurisdiction in a final nonappealable judgment to have resulted from its own gross negligence or willful misconduct, (ii) be charged with knowledge of any provisions of the Lease Agreement or of any other agreements or arrangements entered into between Pledgor and Secured Party, (iii) have any responsibility or liability to the Pledgor or Secured Party with respect to the Collateral or the value or sufficiency of the Collateral, (iv) have any liability for any action or inaction of any subcustodian, securities depository or clearing corporation, (v) have any fiduciary duties under this Agreement to any other party. Broker shall be entitled to rely, and shall be fully protected in relying, upon any Instruction or Notice received by it that it reasonably believes to be from an authorized person and shall have no duty to investigate the genuineness, validity or appropriateness of any Instruction or Notice, and (vii) may, with respect to questions of law, obtain the advice of counsel and shall bear no liability with respect to anything done or omitted by it in good faith in conformity with such advice. The substantial compliance by Broker with its standard procedures for provision of the services required under this Agreement shall be deemed to constitute the exercise of ordinary care. In the event Broker acts with gross negligence or willful misconduct, the Pledgor and the Secured Party expressly agree that the its liability shall be limited to actual damages directly caused by such breach, and in no event shall Broker be liable for any incidental, indirect, special, punitive or consequential damages or attorneys' fees regardless of whether or not it knew of the likelihood or was made aware of the possibility of any such damages. In addition, Broker shall not have any responsibility or liability to the Secured Party for complying with Instructions concerning the Collateral from the Pledgor which are received by it before the Effective Time of a Notice of Exclusive Control. Broker shall not have any responsibility or liability to the Pledgor for complying with a Notice of Exclusive Control or complying with Instructions concerning the Brokerage Account or the Collateral originated by the Secured Party, and neither of them shall have any responsibility to investigate the appropriateness of any such Instructions, Notice of Exclusive Control or the existence or enforceability of the Pledgor's obligations to the Secured Party, even if Pledgor notifies them that the Secured Party is not legally entitled to originate any such Instruction or Notice of Exclusive Control, unless Broker has been served with an injunction, restraining order or other legal process issued by a court of competent jurisdiction (a "Court Order") enjoining it from complying and has had a reasonable opportunity to act on such Court Order. Broker shall not have any responsibility or liability to the Pledgor or Secured Party with respect to the Brokerage Account or

the value of the Collateral, including damages arising from complying with a court order or injunction.

11. Legal Restrictions to Performance of Obligations

Whether prior or subsequent to the receipt by Broker of a Notice of Exclusive Control, in the event that Pledgor becomes subject to a voluntary or involuntary proceeding under the United States Bankruptcy Code, if Broker is otherwise served with a Court Order which it in good faith believes affects the Collateral, or Broker is of the opinion that acting upon the instructions of either the Pledgor or the Secured Party would result in the violation of any applicable law, rule or regulation, then it may cease acting upon the Instructions of both the Pledgor and the Secured Party otherwise required by the terms hereof or other Account Agreement (as defined below) or such Notice of Exclusive Control until such time as it receives a Court Order or other assurances satisfactory to it establishing that it may act on any such Instructions.

12. Indemnification

(a) The Pledgor hereby agrees to indemnify and hold harmless Broker, and each of their respective directors, officers, agents and employees against any and all losses, claims, causes of action, liabilities, lawsuits, demands and damages of any kind or nature, including without limitation, any and all court costs and reasonable attorney's fees and expenses (collectively, "Losses"), in any way related to or arising out of or in connection with this Agreement or any action taken or not taken by Broker pursuant hereto; provided that a party and its respective directors, officers, agents and employees shall not be entitled to indemnification hereunder to the extent of Losses that a court of competent jurisdiction has determined in a final nonappealable judgment resulted from for such party's own gross negligence or willful misconduct.

(b) To the extent that the Pledgor has failed to satisfy its obligations under subsection (a) above, the Secured Party hereby agrees to indemnify and hold harmless Broker and each of their respective directors, officers, agents and employees against any and all Losses, provided that in the case of Losses arising prior to the delivery of a Notice of Exclusive Control to Broker, the Secured Party's indemnity obligations to Broker hereunder shall be limited to only those Losses which arise from Instructions issued to Broker by the Secured Party and, provided, further, that Broker shall be entitled to indemnification to the extent that such Losses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from its own gross negligence or willful misconduct.

(c) The Adviser hereby agrees to indemnify and hold harmless Secured Party, and each of their respective directors, officers, agents and employees against all Losses, in any way related to or arising out of or in connection with this Agreement or any action taken or not taken by the Adviser or Broker pursuant hereto; provided that a party and its respective directors, officers, agents and employees shall not be entitled to indemnification hereunder to the extent of Losses that a court of competent jurisdiction has

determined in a final nonappealable judgment resulted from for such party's own gross negligence or willful misconduct.

(d) The provisions of this Section 12 shall survive the termination of this Agreement.

13. Customer Agreement

In the event of a conflict between this Agreement, the Brokerage Account Agreement, or any other agreement between Broker, on the one hand, and the Pledgor, on the other hand, affecting the Brokerage Account (each an "Account Agreement"), the terms of this Agreement will prevail. However, this Agreement will not interfere, negatively affect or otherwise obstruct or prevent Broker from raising any claim or defense against the Pledgor available to it under any Account Agreement or create any third party beneficiary rights under any Account Agreement in favor of the Secured Party.

14. Termination

Unless earlier terminated pursuant to this Section, this Agreement shall continue in effect until the Secured Party has delivered a Notice of Termination to each of Broker and Pledgor. Upon receipt of such Notice of Termination, the obligations of Broker to the Secured Party with respect to the operation and maintenance of the Broker Account shall terminate, and the Secured Party shall have no further right to originate Instructions concerning the Custody Account.

15. Complete Agreement

This Agreement and the instructions and notices required or permitted to be executed and delivered hereunder set forth the entire agreement of the parties with respect to the subject matter hereof, and subject to Section 16 below supersede any prior agreement and contemporaneous oral agreements of the parties concerning its subject matter.

16. Amendments

No amendment, modification or termination of this Agreement, nor any assignment of any rights hereunder (except to the extent contemplated by Section 19 below), shall be binding on any party hereto unless it is in writing and is signed by each of the parties hereto, and any attempt to so amend, modify, terminate or assign except pursuant to such a writing shall be null and void. No waiver of any rights hereunder shall be binding on any party hereto unless such waiver is in writing and signed by the party against whom the enforcement is sought.

17. Severability

If any term or provision set forth in this Agreement shall be invalid or unenforceable, the remainder of this Agreement, other than the term or

provision held invalid or unenforceable, shall be construed in all respects as if such invalid or unenforceable term or provision were omitted.

18. Successors

The terms of this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective corporate successors or assigns. This Agreement may be assigned by the Secured Party to any successor of the Secured Party under its Financing Agreements with the Pledgor, provided that written notice thereof is given by the Secured Party to Broker and the Pledgor in accordance with Section 19 of this Agreement.

19. Notices

All notices (except a Notice of Exclusive Control and Notice of Termination which shall be delivered to Broker by Build Whale, Inc. solely for administrative convenience at the addresses set out on Exhibit A and Exhibit B, respectively) shall be delivered to the parties as follows:

(a) if to Broker, to it at:

Alpaca Securities LLC
42881 Lake Babcock Dr, Suite 200, Babcock Ranch, FL 33982 USA
Attn: Broker Support
Tel: 9412314093
Email: brokersupport@alpaca.markets

(b) if to the Pledgor, to it at:

TENANT NAME
UNIT ADDRESS
Tel: **TENANT PHONE**
Email: **TENANT EMAIL**

(c) if to the Secured Party, to it at:

YOUR COMPANY NAME
YOUR COMPANY ADDRESS
Attn: Finance / Accounting Department

Except as otherwise expressly provided herein, any notice, order, instruction, request, or other communication required or permitted to be given hereunder shall be in writing and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error free receipt is received or upon receipt of notice sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed, as set out in this Section 20. Any party may change its address for notices in the manner set forth above.

20. Counterparts

This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by telecopy, electronic transmission or portable document format (.pdf) of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart hereof.

21. Governing Law and Waiver of Jury Trial

This Agreement shall be governed by, and construed in accordance with, federal law and, to the extent not preempted by federal law, the internal laws of the State of Delaware. To the extent permitted by applicable law, each party waives all rights to trial by jury in any action, claim or proceeding (including any counterclaim) of any type arising out of or directly or indirectly relating to this Agreement.

22. Force Majeure

Notwithstanding any other provision in this Agreement to the contrary, Broker shall not be liable for any failure to perform, or delay in performance hereunder, if (i) such failure, inability or delay is due to acts of god, terrorism, war, civil commotion, governmental action, fire, explosion, strikes, other industrial disturbances, equipment malfunction, action, nonaction, or delayed action on the part of the Pledgor, the Secured Party, or any other entity, or any other events or circumstances that are beyond the reasonable control of Broker, or (ii) such failure or delay resulted from Broker's reasonable belief that the action would violate any law, order, decree, guideline, rule or regulation of any governmental authority or court.

23. USA PATRIOT ACT NOTICE

Pledgor and Secured Party hereby acknowledge that Broker is subject to federal laws, including the Customer Identification Program (CIP) requirements under the USA PATRIOT Act and its implementing regulations, pursuant to which Broker must obtain, verify and record information that allow them to identify each of Pledgor and Secured Party. Accordingly, prior to opening an account, Broker may ask Pledgor and/or Secured Party to provide certain information including, but not limited to, Pledgor's and/or Secured Party's name, physical address, tax identification number and other information that will help Broker to identify and verify each of Pledgor's and Secured Party's identity such as organizational documents, certificate of good standing, license to do business or other pertinent identifying information.

Signatures

IN WITNESS WHEREOF, the parties hereto have executed or caused this Deposit Account Control Agreement to be executed by their respective

officers thereunto duly authorized, as of the date written above and it shall take effect as a sealed instrument.

TENANT NAME

TENANT SIGNATURE

YOUR COMPANY NAME

Alpaca Securities LLC

Electronically signed by Tony Lee (President) on June 3, 2024

Build Whale, Inc.

Electronically signed by Arthur J. Petraglia (CEO) on June 1, 2024

EXHIBIT A

to

Securities Account and Deposit Account Control Agreement

FORM OF NOTICE OF EXCLUSIVE CONTROL

[propertyLegalName]
[date]

ALPACA SECURITIES LLC
42881 LAKE BABCOCK DR.
SUITE 200
BABCOCK RANCH, FL 33982 USA
Attn: Broker Support
Tel: 941-231-4093

Email: brokersupport@alpaca.markets

Notice of Exclusive Control

Re: [Name of Pledgor]

Re: [Company_Name] / [Name of Pledgor]

Reference is hereby made to that certain Securities Account and Deposit Account Control Agreement (as amended, supplemented or otherwise modified from time to time, the "Agreement"), dated as of [____], 20[___], is entered into by and among **[propertyLegalName]** (the "Secured Party"), **[Name of Pledgor]** (the "Pledgor"), and Alpaca Securities LLC ("Broker") a copy of which is annexed hereto. Capitalized terms used in this Notice of Exclusive Control and not otherwise defined herein shall have their respective meanings assigned to them in the Agreement.

This letter constitutes a Notice of Exclusive Control in the amount of \$ **[Move-out Charge]** in respect of the Brokerage Account. As of the Effective Time of this Notice of Exclusive Control, the Secured Party is exercising control over the Brokerage Account and the Collateral, and you are hereby instructed to cease complying with Instructions concerning the Brokerage Account originated by Pledgor or its authorized representatives and cease honoring Items.

By: Property Manager Representative
[propertyLegalName]

EXHIBIT B
to
Securities Account and Deposit
Account Control Agreement

FORM OF NOTICE OF EXCLUSIVE CONTROL

[Name of Secured Party]
[date]

[Name of Broker]
[Address 1]
[Address 2]

[City, State Zip]
Attn: [Attn]
Tel: [Phone]
Email: [Email]

[Name of Pledgor]
[Address 1]
[Address 2]
[City, State Zip]
Tel: [Phone]
Email: [Email]

Notice of Termination

Reference is hereby made to that certain Securities Account and Deposit Account Control Agreement (as amended, supplemented or otherwise modified from time to time, the "Agreement"), dated as of [____], 20[___], is entered into by and among **[Name of Secured Party]** (the "Secured Party"), **[Name of Pledgor]** (the "Pledgor"), and [Name of Broker] ("Broker") a copy of which is annexed hereto. Capitalized terms used in this Notice of Exclusive Control and not otherwise defined herein shall have their respective meanings assigned to them in the Agreement.

You are hereby notified that the Secured Party has released its security interest in the Brokerage Account and the Collateral and that the Agreement is terminated. Broker shall not have any further obligations to the Secured Party thereunder. Notwithstanding any previous Instructions to, you are hereby instructed to accept all future Instructions with respect to the Brokerage Account and the Collateral from the Pledgor or its authorized representatives.

[Name of Secured Party]

By: [Signature]
Name: [Name]
Title: [Title]