

## Rebate Agreement

This Rebate Agreement (the "Agreement") is by and between RBC Correspondent Services, a division of RBC Capital Markets, LLC ("RBC CS"), and Brooklight Place Securities, Inc. ("Correspondent").

### Recitals

RBC CS and Correspondent are parties to a Fully Disclosed Clearing Agreement (the "Clearing Agreement") pursuant to which RBC CS provides custody, clearing and other services to Correspondent.

RBC CS and Correspondent desire to reach an agreement pursuant to which RBC CS will rebate certain amounts to Correspondent based on amounts invested by customers of Correspondent in the RBC Bank Deposit Program (the "Program").

### Agreement

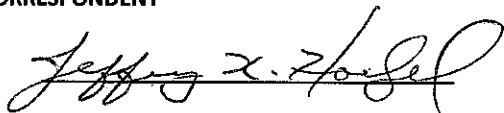
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RBC CS and Correspondent agree as follows.

- 1. Rebate.** RBC CS will pay or credit the Correspondent a rebate on certain Program balances held by RBC CS for customers of Correspondent. Such fee shall be determined as described in the attached Exhibit A, and shall be calculated and credited on a monthly basis in accordance with the payment procedures described in the Clearing Agreement.
- 2. Term.** This Agreement shall be effective as of the later of October 1, 2014, or the date this agreement is received and accepted by RBC CS. This Agreement shall remain in full force and effect until such time as the Clearing Agreement terminates or expires.
- 3. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws applicable to contracts made and to be performed within the State of Minnesota.
- 4. Entire Agreement.** This Agreement represents the entire agreement and understanding between the parties with respect to the rebates and the subject matter contained herein and supersedes all prior agreements and understandings with respect to the subject matter contained herein. Except as it may be expressly modified herein, the Clearing Agreement shall remain in full force and effect.
- 5. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

**Instructions:** Please indicate your agreement to this amendment by signing in the appropriate space below. After signing, please return two executed originals to RBC CS for counter-signature.

AGREED & ACCEPTED  
BY CORRESPONDENT

BY:



Its:

President

Date:

September 23, 2014

RECEIVED & ACCEPTED

BY:

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Brett Thorne, Chief Operating Officer

RBC Correspondent Services,  
a division of RBC Capital Markets, LLC

Date:

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**EXHIBIT A**

**RBC BANK DEPOSIT PROGRAM (FDIC INSURED DEPOSITS)\***

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RBC CS will credit the Correspondent each month a rebate based on the Correspondent's monthly average daily RBC Bank Deposit Program (BDP) Balance. Correspondent will receive 50% of the Net BDP Spread each month. The Net BDP Spread is calculated as follows:

<b>Net BDP Spread</b>	<b>=</b>	<b>RBC CAS BDP Base Rate*</b>	<b>(-)</b>	<b>Payments to End-Clients</b>
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*\* The RBC CAS BDP Base Rate is published monthly on InfoWorks and is a proxy for the rates paid by BDP program banks to RBC, less program expenses. As such, the RBC CAS BDP Base Rate is a combination of the 30 day LIBOR, 90 day LIBOR and the effective Fed Funds rate less RBC & Deutsche Bank program expenses. The RBC CAS BDP Base Rate is subject to change due to fluctuations in interest rates.*