

# PLEDGED COLLATERAL SECURITIES CONTROL AGREEMENT

This Securities Account Control Agreement ("Agreement") is made as of the day and date indicated below by and between:

PLEDGOR	LENDER
Wynn Construction, Co., Inc	City of Oklahoma City
BROKER/DEALER	REPRESENTATIVE
Osaic Wealth, Inc.	ADAM BAHNER

## RECITALS

Pledgor Wynn Construction, Co., Inc, has established account number 48A189306 (the "Account") with Broker/Dealer. The Account is cleared by and custodied at Fidelity Brokerage Services, Inc. pursuant to a fully disclosed Clearing Agreement (the "Clearing Agreement") between Broker/Dealer and Fidelity.

Lender and Pledgor have previously entered into a certain Pledge Agreement dated as of \_\_\_\_\_ 20 as amended from time to time and in effect, (the "Pledge Agreement") pursuant to which a security interest in certain rights and assets of Pledgor (including assets in the Account) is granted by Pledgor to Lender.

The parties now desire to enter into an agreement in order to perfect Lender's security interest in assets in the Account.

NOW, THEREFORE, intending to be legally bound, the parties to this Agreement agree as follows:

- Pursuant to the terms of the Pledge Agreement, all of Pledgor's right, title and interest in Account and all Pledgor's security entitlements with respect thereto, as such term is defined in Articles 8 and 9 of the Uniform Commercial Code (the "UCC") as of the date hereof and as modified or amended from time to time, together with all investments, funds, securities, instruments and other property therein and all profits, interest, dividends, income, distributions and cash and non-cash proceeds thereof (the "Collateral") are to be held in the Account subject to a security interest in favor of Lender (except as provided herein). Broker/Dealer hereby represents and warrants that it is acting as a "securities intermediary" with respect to the Account under Article 8 of the UCC. Pledgor and Lender agree that only the following types of assets will be in the Account, and that the Collateral will include: securities which are both (a) readily obtainable by Fidelity in the ordinary course of its business; and (b) publicly traded equity or fixed-income securities, shares of investment companies or exchange traded funds registered with the United States Securities and Exchange Commission, or listed options. The Account is not and will not be, during the effectiveness of the Pledge Agreement, a margin account or subject to checkwriting privileges. **Neither Fidelity, Broker/ Dealer nor Representative is a party to the Pledge Agreement, and Lender and Pledgor understand and agree that neither Fidelity, Broker/Dealer nor Representative is in any way bound by the Pledge Agreement.**
- Pledgor and Lender agree that the Account shall be named and carried on the books of Fidelity as: City of Oklahoma City ("Lender") as secured party for Wynn Construction, Co., Inc ("Pledgor"). Until Lender delivers to Broker/Dealer and Representative a Notice of Exclusive Control, Pledgor will have full authority to give instructions with respect to the securities and cash in regard to voting and other rights, but will not have the authority to give any entitlement orders with respect to the securities, without written consent by Lender. Pledgor's authority with respect to trading in the securities, giving Reorganization and Tender instructions and receipt of income from the securities will be governed by the

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completion of Boxes A and B, which authority Lender may revoke at any time by written notice delivered to Broker/Dealer and Representative.

**BOX A**

Is Pledgor permitted to trade in the Securities?	<input checked="" type="checkbox"/> Yes	No

**BOX B**

If "Yes", Pledgor is authorized to receive all interest and regular case dividends earned on assets in the Securities monthly:	
<input checked="" type="checkbox"/> by check or	<input type="checkbox"/> by transfer to Securities no. _____

3. By its execution hereof, Broker/Dealer and Representative acknowledge that the Collateral now or hereafter contained in the Account is subject to a security interest in favor of Lender. Lender and Pledgor acknowledge and agree that neither Broker/Dealer nor Representative is responsible for determining the validity of such security interest, of any pledge of the Collateral by Pledgor or Lender, or of any instructions originated by Lender. Except for any obligations arising from the purchase or sale of securities, all rights and interests of Broker/Dealer and Representative with respect to the Collateral shall be subordinated and postponed to Lender's rights and interests therein under and pursuant to the Pledge Agreement; provided that Fidelity and/or Broker/Dealer and/or Representative shall also be entitled to debit the Account for any commissions or transaction fees or account fees with respect to the Account.
4. Broker/Dealer and Representative hereby agree with Lender that (a) except as provided in this Agreement, neither Broker/Dealer nor Representative has either received or granted a security interest with respect to any investment property ("Investment Property") as defined in Article 9 of the UCC represented in the Account, and will not do so while this Agreement is in effect; (b) neither Broker/Dealer nor Representative will lend securities, make margin loans, or take similar action with respect to any investments represented in the Account while this Agreement is in effect; and (c) neither Broker/Dealer nor Representative has entered into any agreements other than this Agreement and the Clearing Agreement pursuant to which any person other than Lender, Broker, Representative, Pledgor and Pledgor's Agents ("Pledgor's Agents") have been given authority to issue instructions with respect to the Account or any investments therein, and will not do so while this Agreement is in effect. Pledgor's Agents shall include any entities other than Lender to which Pledgor has granted discretion over the Account.
5. Any instructions to Fidelity, Broker/Dealer or Representative to withdraw or disburse principal, cash (other than for income and dividends, or Investment Manager fees, as provided in Paragraph 6 below) or securities, or both, out of the Account, other than for the purpose of effecting the clearance or settlement of a trade in the Account, shall be made by written instrument to such effect which shall be executed by:
- (i) Before the "Effective Date" of a "Notice to Broker/Dealer", an authorized officer of Lender and Pledgor, or
  - (ii) After the "Effective Date" of a "Notice to Broker/Dealer", an authorized officer of Lender.

For the purposes of this Agreement, a "Notice to Broker/Dealer" shall mean a written notification from Lender to Broker/Dealer that Lender is entitled to direct Broker/Dealer to cease complying with all instructions originated by Pledgor or Pledgor's Agents, or to exercise its rights under the Pledge Agreement, including the right to sell, collect, transfer or otherwise control the Collateral. Lender shall send Broker/Dealer, Representative and Pledgor a copy of any Notice to Broker/Dealer, as provided in Section 12 below. Broker/Dealer shall have no duty or obligation to determine the validity of any Notice to Broker/Dealer or to take further instructions from Pledgor or Pledgor's Agents after the Effective Date of a Notice to Broker/Dealer. The "Effective Date" of a Notice to Broker/Dealer shall be the beginning of the second Business Day after an officer of Broker/Dealer has verified receipt of the Notice to Broker/Dealer by facsimile to Lender, provided that Broker/Dealer may, at its option, act on the Notice to Broker/Dealer at any time after actual receipt by Broker/Dealer of the Notice to Broker/Dealer (even if before the beginning of the second business day after Broker/Dealer has acknowledged receipt, as provided above). Lender hereby indemnifies and holds harmless Broker/Dealer, its affiliates, and its directors, officers, employees, and agents and Representative from and against any and all claims, actions, costs, liabilities, lawsuits, demands or damages, including, without limitation, any and all court costs and reasonable attorney's fees, arising out of or relating to: (a) Broker/Dealer acting on any Notice to Broker/Dealer; or (b) representations or instructions made to Broker/Dealer or Representative by Lender with respect to the Account.

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6. For the purpose of the Agreement, "Trading Instructions" shall mean instructions to buy, sell or otherwise trade the assets in the Account. "Permitted Instructions" shall mean the following instructions from Pledgor or Pledgor's Agents: (i) Trading Instructions; (ii) instructions to disburse income and dividends with respect to assets in the Account; and (iii) instructions to debit the Account for any fees payable to any investment manager engaged by Pledgor to manage the Account (an "Investment Manager").

Lender and Pledgor acknowledge and agree that, until the Effective Date of a Notice to Broker/Dealer,

- (a) Pledgor and Pledgor's Agents shall give all Permitted Instructions and (except for withdrawal or disbursal instructions described in Paragraph 5 above) all other instructions regarding the Account, to Representative for transmittal to Fidelity; and
- (b) Fidelity may comply with all permitted Instructions and all other instructions as described in Paragraph 6(a) above transmitted to it by Broker/Dealer, without further consent from Lender.

Lender and Pledgor acknowledge and agree that after the Effective Date of a Notice to Broker/Dealer,

- Pledgor and Pledgor's Agents will cease giving Representative any instructions regarding the Account;
- Only Lender shall give instructions regarding the Account;
- Lender shall give all Permitted Instructions to Representative for transmittal to Broker/Dealer;
- Lender shall give all other instructions regarding the Account to Broker/Dealer with a copy to Representative; and
- Broker/Dealer will cease complying with all instructions concerning the Account from Pledgor or Pledgor's Agents, and will comply with Trading Instructions and all other instructions from Lender, without further consent of Pledgor.

The foregoing authority to pay income and dividends out of the Account as directed by Pledgor or Pledgor's Agents shall apply only to regular cash income and dividends, and not to non-cash income or dividends and not to other distributions with respect to assets in the Account. Except with respect to withdrawal or disbursal instructions described in Paragraph 5 above, prior to the Effective Date of a Notice to Broker/Dealer, Broker/Dealer and Representative shall be entitled to rely on all Trading Instructions and other instructions from Pledgor and Pledgor's Agents as described in this Paragraph 6, and Broker/Dealer and Representative shall have no obligation to notify Lender prior to acting on any such instructions, including, but not limited to, delivery or receipt of cash or securities to effect clearance or settlement of any trade. All of the undersigned agree that neither Broker/Dealer nor Representative shall be responsible for any diminution or loss of value of the Collateral attributable to decline in market value of the Collateral.

7. The parties acknowledge that if Broker/Dealer or Representative receives a levy or other governmental, regulatory or judicial instruction ("Order") to withdraw or disburse principal, cash or securities, or any combination thereof, out of the Account, Broker/ Dealer or representative shall provide notice of such Order to Lender prior to complying with such order.
8. Pledgor hereby indemnifies and holds harmless Broker/Dealer and Representative, their respective affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, actions, costs, liabilities, lawsuits, demands or damages, including, without limitation, any and all court costs and reasonable attorneys' fees, arising out of or relating to:
- (i) any refusal or failure of Pledgor or Pledgor's Agents to comply with the terms and conditions of this Agreement, the Pledge Agreement or any other agreement or understanding by or among Pledgor, Lender, or their respective agents (which shall include Pledgor's Agents);
  - (ii) representations or instructions made to Broker/Dealer or Representative whether by Pledgor, Lender or their respective agents (which shall include Pledgor's Agents) with respect to the Account; and
  - (iii) any act or omission of Pledgor or Pledgor's Agents with respect to the Collateral or the Account, including, without limitation, withdrawal of all or a portion of the Collateral or revocation or modification of any trading authority Lender may grant Pledgor or Pledgor's Agents with respect to the Account.
9. Representative hereby indemnifies and holds harmless Broker/Dealer, its affiliates, and its directors, officers, employees, and agents from and against any and all claims, actions, costs, liabilities, lawsuits, demands or damages, including, without limitation, any and all court costs and reasonable attorneys' fees, arising out of or relating to:
- (i) any refusal or failure of Representative to comply with the terms and conditions of this Agreement, the Pledge Agreement or any other agreement or understanding by or among Pledgor, Lender, or their respective agents (which shall include Pledgor's Agents);

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- (ii) representations or instructions made to Broker/Dealer or Representative whether by Pledgor, Lender, Representative or their respective agents (which shall include Pledgor's Agents) with respect to the Account; and
- (iii) any act or omission of Representative with respect to the Collateral or the Account, including, without limitation, withdrawal of all or a portion of the Collateral or revocation or modification of any trading authority Lender may grant Pledgor or Pledgor's Agents with respect to the Account.

10. Lender hereby indemnifies and holds harmless Broker/Dealer and Representative, their respective affiliates, and their respective directors, officers, employees, and agents from and against any and all claims, actions, costs, liabilities, lawsuits, demands or damages, including, without limitation, any and all court costs and reasonable attorneys' fees, arising out of or relating to:

- i) any refusal or failure of Lender to comply with the terms and conditions of this Agreement, the Pledge Agreement or any other agreement or understanding by or among Pledgor, Lender, or their respective agents (which shall include Pledgor's Agents);
- (ii) representations or instructions made to Broker/Dealer or Representative whether by Pledgor, Lender or their respective agents (which shall include Pledgor's Agents) with respect to the Account; and
- (iii) any act or omission of Lender with respect to the Collateral or the Account, including, without limitation, withdrawal of all or a portion of the Collateral or revocation or modification of any trading authority Lender may grant Pledgor or Pledgor's Agents with respect to the Account.

<b>LENDER</b>	
Name	City of Oklahoma City
Address	420 W Main Street, Suite 700 Oklahoma City, OK 73102
Attention	Matthew C. Boggs, City Treasurer / Jason Martinez, City Treasurer
<b>PLEDGOR</b>	
Name	Wynn Construction, Co., Inc
Address	11901 N Eastern Ave, Oklahoma City, OK 73131
	Richard Thompson, Tyler Bahner
<b>BROKER/DEALER</b>	
Name	Osaic Wealth, Inc.
Address	10 Exchange Place, Suite 1410 Jersey City, NJ 07302
<b>REPRESENTATIVE</b>	
Name	ADAM BAHNER
Address	8801 COMMERCE PARK DRIVE, OKLAHOMA CITY, OK 73132-0000

11. This Agreement shall remain in full force and effect until receipt by Broker/Dealer and Representative of written notification by Lender that Lender is terminating this Agreement, provided, however, that Broker/Dealer may terminate this Agreement by sending at least thirty (30) days' advance written notice to the other parties. The parties agree to move the Account to another custodian upon receipt of Broker/Dealer's notice to terminate. If the Account is not moved to another custodian within thirty (30) days after Broker/Dealer gives notice of termination, Broker/Dealer may terminate this Agreement and close the Account, upon delivering the assets in the Account (less any assets to which Broker/Dealer has a valid claim) to Lender. The provisions relating to indemnification contained in Paragraphs 5 and 8 shall survive any termination of this Agreement

12. Any Notice to Broker/Dealer shall be effective on its Effective Date. All other notices under this Agreement shall be effective when actually received. Any notices or other communications which may be required under this Agreement are to be sent to the parties at the following addresses or such other addresses as may be subsequently given to the other parties in writing: Fidelity shall send to both Pledgor and Lender at the above addresses copies of all periodic and transaction statements concerning the Account.



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13. Pledgor acknowledges that this Agreement supplements any existing agreement(s) with Fidelity and in no way is this Agreement intended to abridge any rights that Fidelity may otherwise have with respect to Pledgor under the terms of any such existing agreements with Pledgor, except as expressly provided herein. This Agreement shall not amend the Clearing Agreement or abridge any rights that Broker/Dealer may have under the Clearing Agreement. This Agreement may not be changed orally, but only by an agreement in writing and signed by the parties.

14. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto and shall be governed by, and construed in accordance with, the laws of Delaware without regard to conflicts of law principles.


15. This Agreement shall not be considered to create a joint venture or partnership between any of the parties hereto. No party to this Agreement may utilize the name of any other party in any way without the other party's written consent.

16. If any provision of this Agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

17. This Agreement is between the parties and is not intended to confer any benefits on third parties.

18. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their signatures:

PLEDGOR NAME	SIGNATURE	DATE
Wynn Construction, Co., Inc		1-2-2024
JOINT PLEDGOR NAME	SIGNATURE	DATE

LENDER NAME AND TITLE	SIGNATURE	DATE
Matthew Boggs, City Treasurer		
FINANCIAL PROFESSIONAL	SIGNATURE	DATE
ADAM BAHNER		1-2-2024

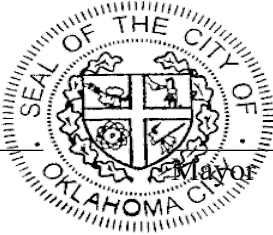
BROKER/DEALER NAME AND TITLE	SIGNATURE	DATE

Securities and investment advisory services are offered through the firms: FSC Securities Corporation, Osaic Wealth, Inc., SagePoint Financial, Inc., Triad Advisors, LLC, Infinex Investments, Inc., and Woodbury Financial Services, Inc., broker-dealers, registered investment advisers, and members of FINRA and SIPC. Securities are offered through Securities America, Inc., American Portfolios Financial Services, Inc., and Ladenburg Thalmann & Co., broker-dealers and member of FINRA and SIPC. Advisory services are offered through Arbor Point Advisors, LLC, American Portfolios Advisors, Inc., Ladenburg Thalmann Asset Management, Inc., Securities America Advisors, Inc., and Triad Hybrid Solutions, LLC, registered investment advisers. Advisory programs offered by FSC Securities Corporation, Osaic Wealth, Inc., SagePoint Financial, Inc., Securities America Advisors, Inc., Triad Advisors, LLC, and Woodbury Financial Services, Inc., are sponsored by VISION2020 Wealth Management Corp., an affiliated registered investment adviser.

**APPROVED** by the Council and signed by the Mayor of the City of Oklahoma City this  
13TH day of FEBRUARY, 20 24.

**ATTEST:**

Amy K. Simpson  
City Clerk



David Holt  
Mayor

Reviewed for form and legality.

Craig Keith  
Assistant Municipal Counselor