

The SECURITIES PORTFOLIO ACCESS LINE (the "Line of Credit") is an uncommitted revolving line of credit offered by Amerant Bank, N.A. (the "Bank") secured by all assets in your eligible cash, non-margin financial institution ("Financial Institution") brokerage or advisory account (collectively or each individually, a "Brokerage Account"). Any investment account securing the Line of Credit is a Pledged Account. IRA, ERISA, and other retirement and margin accounts cannot be Pledged Accounts.

Proceeds from the Line of Credit cannot be deposited into any Financial Institution account or other securities account, or used for the purpose, whether immediate, incidental or ultimate, of buying or carrying margin stock or purchasing any product or service from or through any affiliate of the Bank. Further, the Line of Credit cannot be used for a private education loan and cannot be secured by any real or personal property used or expected to be used as a consumer's principal dwelling.

The aggregate Line of Credit that may be requested is determined based on the Bank's Collateral Requirements and the Collateral Values, as in effect from time to time, that are held in the associated Pledged Account(s) and applicable credit limit(s), each as determined from time to time by the Bank in its sole discretion, minus any outstanding obligations under the Line of Credit. The minimum Line of Credit, and minimum and maximum draws under the Line of Credit, must be supported by a Pledged Account having the required market value of Eligible Collateral as provided in the Bank's Collateral Requirements as then in effect.

Since the Line of Credit is uncommitted, all extensions of credit are made in the Bank's sole discretion, in minimum and/or maximum amounts each time the Borrower requests a draw on the Line of Credit. The Bank is not obligated to approve any such loan request or extend any credit. The Bank can change its credit criteria, Eligible Collateral, Collateral Values and other Collateral Requirements, advance rates, under its Collateral Requirements, minimum or maximum amount of draws under the Line of Credit, the loan values of various types of Eligible Collateral, collateral maintenance requirements, and the terms and conditions for the Line of Credit at any time, and from time to time, without prior notice.

A line of credit secured by Pledged Accounts and asset therein, such as the Line of Credit, may not be appropriate for all accounts and investors. Borrowing on the Line of Credit requires the payment of interest at a variable rate that changes without notice, and involves a high degree of risk. Any failure to maintain sufficient Eligible Collateral at all times under the Line of Credit or to timely pay interest, principal and your other obligations under the Line of Credit may result in the loss of all assets in your Pledged Account.

At any time, including any time the types and Collateral Values assets in the Pledged Account are insufficient to satisfy the minimum Collateral Requirements required for outstanding obligations under the Line of Credit, the Bank may, in its sole discretion, demand immediate payment of all or any portion of the outstanding Line of Credit obligations, and/or you may be required to deposit additional cash or securities having a sufficient Collateral Value into your Pledged Account (each, a "Demand").

Prices of securities and other assets in your Pledged Account constantly change, which can increase the risk of a Demand, especially during times of market volatility and depending on the price volatility of your securities and other assets held in the Pledged Account.

We may also change, at any time and from time to time, the Eligible Collateral, Collateral Values and advance rates under the Line of Credit for any securities or other assets in the Pledged Account. This could require you to deposit additional cash or securities into your Pledged Account.

Securities and other assets in your Pledged Account may be sold or liquidated without any notice to you and without cure or extension periods. Such sales may be at times and prices that are different from your investment objectives, may result in unintended tax consequences and may have significant adverse effects on your long-term investment goals. Any such sale or other liquidation by the Bank may result in other adverse consequences, including without limitation, transaction costs and brokerage fees, loss of future returns, dividends and appreciation and/or other loss compared to if such investment were held until maturity or held, sold or disposed of otherwise. All sales or liquidations by the Bank may be effected by the Bank at times and in manners intended to reduce the Bank's risks of loss, as determined by the Bank in its sole discretion, and may result in materially less proceeds than if such sales or liquidations had occurred at different times or by different methods. Any transaction and other costs, including brokerage fees, incurred by the Bank in connection with such sales and liquidation will be payable by you.

You should read the Securities-Based Line of Credit Loan Application (the "Application"), the Agreement, this Risk Disclosure Statement (Exhibit A to the Agreement) and all Credit Documents (as defined in such Application) carefully. You understand that none of the Bank or anyone acting on its behalf, makes any recommendations regarding the Line of Credit or its appropriateness for any person's situation. You should evaluate carefully the risks involved in the Line of Credit and make your own decision as to the appropriateness of the Line of Credit without any reliance on the Bank, any Bank employee, or any of the Bank's affiliates, including Financial Institution and its employees. The Bank and Financial Institution and their employees and affiliates provide no tax, accounting or legal advice. If any such advice or recommendation is given, it may not be relied upon. You should consult with your own legal, accounting, tax and other advisors so you understand your obligations as a borrower, guarantor or pledgor, as applicable, under the Line of Credit, and to determine whether a Line of Credit is appropriate for you.

Please also carefully consider the investments and assets in your proposed Pledged Account, including their eligibility as Collateral for a Line of Credit, the diversification and price volatility of the securities and other assets held in a Pledged Account, the Collateral Values and other Collateral Requirements, and the risks of borrowings under a Line of Credit, including, without limitation, the following risks:

The Line of Credit charges interest at a variable rate.

You will be charged an Interest Rate payable periodically on amounts borrowed under the Line of Credit based on the Reference Rate plus a Spread determined by the Bank, in its sole discretion. The Interest Rate is adjusted daily, as the Reference Rate changes. The Spread also is subject to adjustment based on the total value of assets in your Pledged Account and the type of Pledged Account. Your Interest Rate charged can increase without notice, increasing your borrowing costs.

Your borrowing costs may exceed your returns on the Pledged Account.

The returns on the Pledged Account may be less than the costs of borrowing under the Line of Credit, and therefore insufficient to pay interest and charges on the Line of Credit.

The Bank can force the sale or liquidation of securities and other assets in your Pledged Account.

The Bank can sell any or all of the securities and assets in the Pledged Account, and withdraw any deposits held in the Pledged Account to satisfy any of your Line of Credit obligations, and you will bear all costs, commissions and fees, and early withdrawal penalties with respect to any such sales or withdrawals. The Line of Credit is a full recourse obligation, and you will be personally responsible for paying any of your obligations under the Line of Credit and the Pledged Account that remain outstanding after such sales, liquidations and withdrawals. The Line of Credit is in addition to, and you remain liable for all obligations you may have to Financial Institution or Pershing LLC with respect to your Brokerage Account and to the Bank with respect to any wealth management account, which are Pledged Accounts securing the Line of Credit. The Bank can also offset any of your obligations under the Line of Credit against any of your deposits at the Bank or other obligations of the Bank to you, and withdraw any deposits you may have with other banks through the Bank's sweep or reciprocal deposit programs.

You can lose more money than you deposit or hold in your Pledged Account.

Before you place trades in your Pledged Account or deposit additional securities or assets to meet a Demand, request information about the potential eligibility and advance rates specified by the Bank for specific securities and other assets. A decline in the value of the securities and other assets in your Pledged Account may result in the Bank making a Demand that requires either the payment of all or a portion of your Line of Credit obligations, and/or the addition of more cash or Eligible Collateral to the Pledged Account, or change the spread charged under the Line of Credit. You should monitor the Collateral Value of your Pledged Account regularly, and the Bank's changes in advance rates and Eligible Collateral requirements, especially as to volatile securities and during periods of market volatility, and keep the Collateral Value of the eligible securities in the Pledged Account at or above the Bank's minimum requirements. You should consider whether the Pledged Account has a diversified portfolio of Eligible Collateral, which may reduce volatility of the Collateral and the risks of a Demand. If the value of the Eligible Collateral declines, you should deposit sufficient additional funds and/or eligible securities into the Pledged Account as soon as possible. Consider keeping a readily available cash reserve or additional securities that are Eligible Collateral available for this purpose, and/or borrow less than the full amount of the Line of Credit.

Any Pledged Account also secures your other obligations owed to the Bank or other provider of the Pledged Account, including Financial Institution, with respect to your Pledged Account.

In addition to securing your Line of Credit obligations, any Pledged Account secures any obligations owed to Financial Institution and Pershing LLC, which carries and clears your Brokerage Account, and your pledged wealth management account secures any obligations owed to the Bank. If you fail to pay those obligations, Financial Institution, Pershing LLC and/or the Bank, as applicable, may sell securities in your Pledged Account and debit your Pledged Account to satisfy those obligations. Such sales and debits by Financial Institution, Pershing LLC and/or the Bank will reduce the assets held in the Pledged Account and could result in a Demand by the Bank. A default under any other agreement with the Bank or Financial Institution may be a default under the Line of Credit and vice versa. The Bank has a right of setoff against deposits or other obligations it owes you in the event of any unpaid obligations under the Line of Credit and may have a right of setoff against the Pledged Account in the event of any unpaid obligations owing to the Bank outside the Line of Credit.

You will be responsible for paying any taxes in connection with the Line of Credit.

You will be responsible for paying any tax or charge of any Governmental Authority of any kind (other than taxes on or measured by the Bank's net income) whatsoever in connection with the Line of Credit, including documentary stamp taxes.

The Bank may sell or liquidate your securities and assets without contacting you.

Unless you immediately respond to a Demand or a collateral maintenance notice, or in certain circumstances where the Bank is unable to reach you or trading in some or all securities is halted, suspended or limited, the Bank may be forced to sell securities and liquidate other assets in your Pledged Account. Even if you have been contacted and provided a specific date by which you should add eligible collateral to the Pledged Account or make a payment to the Bank, the Bank may still take any actions it deems necessary to protect its financial interests, including immediately selling the securities and assets, including early withdrawals of any deposits in the Pledged Account, in any manner it deems reasonable, without contacting you again.

You are not entitled to any extensions of time.

While the Bank may, in its sole discretion, agree to grant an extension of time for you to respond to a specific Demand, you do not have a right to any extension, and any extension granted is for that specific purpose and limited time only, and does not extend to any other Demand or event, or modify the terms of the Line of Credit or limit the Bank's rights.

You are not entitled to choose which securities, assets or deposits in your Pledged Account are liquidated, sold or withdrawn.

Because all the securities in your Pledged Account are collateral for the Line of Credit, the Bank has the right to decide which securities and assets to sell and deposits to withdraw to protect its interests.

You may incur adverse tax consequences if securities or other assets in your Pledged Account are sold or otherwise liquidated in connection with your Line of Credit.

If the Bank sells some or all of your securities, such sales may be at prices higher or lower than your initial acquisition cost. This may result in you recognizing gains or losses for federal and other income purposes. You may be liable for all tax consequences of such transactions, including any taxes on any gains realized on the sale. You may also incur early withdrawal penalties and lose interest on your deposits serving as collateral for the Line of Credit or against which the Bank may setoff against your Line of Credit obligations. You should consult your personal tax and accounting advisor in order to understand fully the tax implications associated with pledging Collateral for the Line of Credit.

There may be alternative ways of borrowing funds that are less expensive and involve less risk.

None of the Bank nor Financial Institution, or any of their respective employees or representatives, represents that the Line of Credit is the least expensive or least risky method of borrowing funds. You should carefully explore, with your own tax, accounting and business advisors, all other options available to you to determine which option is best for your personal situation.

Immediately address any collateral maintenance notice or Demand.

Consider keeping a readily available liquid cash reserve to take immediate action to maintain sufficient collateral and promptly address any Demand.

You acknowledge in your Application that you have carefully considered the foregoing risks and the other risks of borrowing under the Line of Credit and have consulted with your other tax, accounting and business advisors as you deemed appropriate, and that you understand the risks involved in the Line of Credit and have made your own decision as to the appropriateness of the Line of Credit for you without reliance on the Bank or any of its affiliates, including Financial Institution, or any of their respective employees or representatives.

No Advice

The Bank does not provide investment advice with respect to the Brokerage Account, whether any Line of Credit is appropriate for your situation, or as to any securities assets or deposits pledged to secure the Line of Credit, or any transactions in the Brokerage Account or under the Line of Credit. The undersigned understands that none of the Bank or anyone acting on its behalf, makes any recommendations regarding the Line of Credit or its appropriateness for any person's situation. If any such advice or recommendation is given, it may not be relied upon. The undersigned needs to evaluate carefully the risks involved in the Line of Credit and make its own decision as to the appropriateness of the Line of Credit without any reliance on the Bank, any Bank employee, or any of the Bank's affiliates, including Financial Institution and its employees.

Potential Conflicts of Interest

The Bank will earn interest on any loans made pursuant to the Line of Credit. Bank employees may be compensated, in part, on the profitability of their groups, including earnings on loans such as the Line of Credit, generally.

Securities in any Pledged Account and any are:

- **Not deposits or other obligations of, or guaranteed by, the Bank or any of its affiliates;**
- **Not insured by the FDIC; and**
- **Subject to investment risks, including possible loss of the principal amount invested.**