



ARBITRAGE MANAGEMENT GROUP

Specializing in Investment of Bond Proceeds

Know Your Client

REGISTRATION INFORMATION

Please fill in where appropriate below.

Entity:

Name of Entity

Tax Identification Number ("TIN")/Social Security No.

Address (P.O. Box addresses are not acceptable)

Attn/Suite/Floor/Other

City/State/Zip

Contact:

Contact Name

E-mail Address

Telephone Number

Fax Number

TRUST BANK INFORMATION

Trust Bank

Trustee Name

Trustee Account Number

Trustee Contact Information

TYPE OF ENTITY

Please check one:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Pension Plan | <input type="checkbox"/> C Corporation | <input type="checkbox"/> Insurance Company | <input type="checkbox"/> Insurance Company |
| <input type="checkbox"/> Defined Benefit Plan | <input type="checkbox"/> S Corporation | <input type="checkbox"/> Investment Company | <input type="checkbox"/> Non-Profit |
| <input type="checkbox"/> Defined Contribution Plan | <input type="checkbox"/> Foundation | <input type="checkbox"/> Trust | <input type="checkbox"/> Municipality |
| <input type="checkbox"/> Endowment | <input type="checkbox"/> Partnership | <input type="checkbox"/> Bank or Savings Institution | |
| <input type="checkbox"/> Other _____ | | | |

If you are a Bank, Savings Institution or Trust, will you be acting as a fiduciary for this account? Yes No

If you are a public corporation please provide Symbol: _____

Investment Products: Not FDIC Insured • No Bank Guarantee • May Lose Value



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SUITABILITY CERTIFICATION & INVESTMENT PROFILE PAGE

- Yes** **No** The institution has total assets of at least \$50,000,000.
- Yes** **No** The applicant (a) is capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities; and (b) will exercise independent judgement in evaluating the recommendations of any broker-dealer or its associated persons, unless it has otherwise notified the broker-dealer in writing.

If you answered "no" to one of the questions above please complete the following information, as regulators require that we establish an investment profile. All information will be kept confidential.

Investable Assets:

- | | |
|--|---|
| <input type="checkbox"/> \$5,000,000 or less | <input type="checkbox"/> \$100,000,000 to \$200,000,000 |
| <input type="checkbox"/> \$5,000,000 to \$25,000,000 | <input type="checkbox"/> \$200,000,000 to \$500,000,000 |
| <input type="checkbox"/> \$25,000,000 to \$50,000,000 | <input type="checkbox"/> Over \$500,000,000 |
| <input type="checkbox"/> \$50,000,000 to \$100,000,000 | |

Investment Objectives and Risk Tolerance:

Choose one

- | | |
|--|---|
| <input type="checkbox"/> Capital Preservation (Low Risk) | <input type="checkbox"/> Growth (High Risk) |
| <input type="checkbox"/> Income & Growth (Moderate Risk) | <input type="checkbox"/> Aggressive Growth (High) |

Financial Experience:

Experience Knowledge

- | | | | |
|-------------------|--|--|---|
| Fixed Income | <input type="checkbox"/> No Experience | <input type="checkbox"/> Moderate Experience | <input type="checkbox"/> Extensive Experience |
| Equity | <input type="checkbox"/> No Experience | <input type="checkbox"/> Moderate Experience | <input type="checkbox"/> Extensive Experience |
| Alternative Funds | <input type="checkbox"/> No Experience | <input type="checkbox"/> Moderate Experience | <input type="checkbox"/> Extensive Experience |

Tax Status:

- Individual
- Corporation
- Tax-Exempt

Investment Time Horizon:

- | | |
|---|--|
| <input type="checkbox"/> Less than 1 year | <input type="checkbox"/> 5–10 Years |
| <input type="checkbox"/> 1–5 Years | <input type="checkbox"/> Over 10 Years |

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SIGNATURE AUTHORIZATION/CERTIFICATION

By the execution of this application, the investor represents and warrants that the investor had full right, power and authority to invest.

The investor acknowledges that the investments are not deposits or obligations of, or guaranteed or endorsed by any bank, may not be insured by the Federal Deposit Insurance Corporation or any other agency, and involve investment risk, including possible loss of principal amount invested.

Authorized Officer: _____

Print Name	Signature
Title	Date
E-mail Address	Telephone Number (including country code)
Date of Birth	

Authorized Officer: _____

Print Name	Signature
Title	Date
E-mail Address	Telephone Number (including country code)
Date of Birth	

Authorized Officer: _____

Print Name	Signature
Title	Date
E-mail Address	Telephone Number (including country code)
Date of Birth	

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Municipal Advisor Engagement & Disclosure Letter

Institutional Bond Network, LLC. (“Municipal Advisor”) appreciates the opportunity to serve as municipal advisor to _____ (“Client”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the “Effective Date”).

1. **Scope of Services.**

(a) ***Services to be provided.*** Municipal Advisor is engaged by Client as its municipal advisor to provide services with respect to the issuances of municipal securities (“Issues”) or municipal financial products (“Products”) as follows (the “Scope of Services”):

Municipal Advisor works post-issuance to provide investment recommendations and execution for issue proceeds. Municipal Advisor’s transactions are effected on a non-discretionary principal or agency basis and the securities are delivered to the customer via DVP to their chosen trustee/custodian bank. Services rendered include research, client meetings, client education, travel expenses, and continued monitoring of each security purchased. Commissions are charged on a per transaction basis.

(b) ***Limitations on Scope of Services.*** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) Unless otherwise provided in the Scope of Services described herein, Municipal Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Municipal Advisor provided by Municipal Advisor for inclusion in such documents.

(iii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(iv) If Client designates Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), and Municipal Advisor accepts such designation in writing, with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described herein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to

any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Municipal Advisor's prior written consent.

(c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. Municipal Advisor's Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. Term of this Engagement. The term of this Agreement begins on the Effective Date. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

4. Compensation.

(a) **Fees and expenses.** The fees due to Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth below:

Municipal Advisor's transactions are effected on a non-discretionary principal or agency basis and the securities are delivered to the customer via DVP to their chosen trustee/custodian bank. The applicable principal commission will be paid through a mark-up or mark-down, which includes a total charge for all research, portfolio construction and testing, meetings, education, travel expenses, ongoing monitoring, and all trade execution and clearing expenses, 18 basis points in yield reduction on the duration of the executed security transactions. The client will not pay any additional commission/fees for this transaction apart from the mark-up or mark-down. Municipal Securities and CDs may be purchased on an agency basis.

(b) **Limitation of liability.** Nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

5. **Required Disclosures.** MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

6. Parties agree to waive consequential and punitive damages.

7. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of _____.

8. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

9. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

10. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

11. **No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

ACCEPTED AND AGREED:

Institutional Bond Network, LLC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

_____ By initialing, Client representative certifies the Client entity has total assets of at least \$50 million and will notify IBN within 30 days if this changes.

DISCLOSURE STATEMENT OF MUNICIPAL ADVISOR

This Disclosure Statement is provided by **Institutional Bond Network, LLC**. (“Municipal Advisor”) to (the “Client”) in connection with the Municipal Advisor Engagement Letter (the “Agreement”) and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest and legal or disciplinary events of Municipal Advisor required to be disclosed to Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients’ disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by the municipal advisor, municipal advisors are required to provide a written statement to that effect.

Material Conflicts of Interest – Material Conflicts of Interest – In connection with the issuance of municipal securities, IBN may receive compensation from an Issuer or Obligated Person for services rendered that is contingent upon the successful engagement and the transaction of trades. Consistent with the requirements of MSRB Rule G-42, IBN hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding IBN’s ability to provide unbiased advice to enter into such transaction. *IBN represents that this potential conflict of interest will not impair our ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.*

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client’s evaluation of the municipal advisor or the integrity of the municipal advisor’s management or advisory personnel. Accordingly, Municipal Advisor sets out below required disclosures and related information in connection with such disclosures.

IBN does not have any legal events or disciplinary history on IBN’s Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. IBN’s most recent Form MA and each most recent Form MA-I filed with the SEC may be accessed electronically at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against IBN, IBN will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate IBN, its management, and personnel.

PART C – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Municipal Advisor. Municipal Advisor will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.