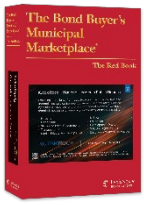
LexisNexis® RISK SOLUTIONS

TAX CONTROVERSY REPRESENTATION FIRMS

Application/Agreement for Qualification & Inclusion

in The Bond Buyer's Municipal Marketplace®

also known as The Red Book



QUALIFICATION REQUIREMENTS: Please complete, sign and submit this Application Agreement ("Agreement") for the **Tax Controversy Representation Section** in ***The Bond Buyer's Municipal Marketplace®***, also known as ***The Red Book*****,** along with **ONE** of the supporting documentation types listed below *dated within the last 24 months* that articulates the firm's experience in representing an Issuer or Conduit Borrower in a **Tax Controversy-Related matter**.

- ☐ A **Certification** from the Chairman or a Managing Partner of the applicant's firm that states the firm has represented an Issuer or another participant in a plan of financing in a Municipal-Bond Tax-Controversy matter;
- ☐ A **Letter** from a Municipal Issuer stating that the applicant firm has represented it in a Municipal-Bond Tax-Controversy matter; or
- ☐ A **Closing Agreement** with the Internal Revenue Service.

Once this Application Agreement has been received and reviewed, *The Red Book* will notify Customer regarding whether it has qualified to be listed in its pages, online, and in its database.

AGREEMENT SCOPE & TERM: This Agreement covers the complete understanding between Customer and LexisNexis® Risk Solutions FL, Inc. ("LNRS"), relating to the furnishing of the described product(s) and service(s) articulated below. Customer understands that once Customer has been qualified by *The Red Book, The Red Book* will list the Customer's Main Office Listing and any ordered Additional Office Listings in each future edition of *The Red Book,* online at the Municipal Marketplace® Online at MuniMarketplace.com, and in *The Red Book* Database. This Agreement's initial publication or "Term" is six (6) months beginning the next May 1 or November 1, and Customer will be invoiced within two weeks after the release of the published edition for all "Listings" (Main Office and all Additional Offices), "Listing Highlights," "Listing Logos," "Company Profiles," and "Combo Subscriptions" to the print and online editions of *The Red Book* as articulated in the ***Red Book*** **Fee Schedule** below.

Red Book Fee Schedule – Current Rates

The Red Book **Listing Products** *All Listings & Enhancements appear in the print edition & on the Municipal Marketplace® Online at MuniMarketplace.com.*	**Cost Each per Edition** *every May & November*	**Quantity**	**Net Price per Edition**
Main Office Listing – **Tax Controversy Representation Section**	$750	1	$750
Additional Office Listing(s) – **Tax Controversy Representation Section**	$700		
Listing Highlight(s) *Firm name appears in* ***bold type*** *with a box around it to make it* ***STAND OUT****.*	$200		
Listing Logo(s) *Black & white for print, color optional for MuniMarketplace.com* *Must be provided by Customer & meet* Red Book *specifications*	$300		
Company Profile – *Up to 100 Words, Customer writes and supplies*	$325		
Company Profile – *101 to 300 Words, Customer writes and supplies*	$400		
Red Book **Subscriptions**			
Combo Subscription* *Includes 1 print edition of* The Red Book (publishing *every May & November) plus 6 months' access to MuniMarketplace.com* ***Discounted subscriptions rates available.** ***E-mail RedBook@LexisNexisRisk.com for more information.***	$360 *plus $15 Shipping Cost per* Red Book		
		Total Cost Every 6 Months:	

LISTING, LOGO & COMPANY PROFILE DEADLINES: *The* ***Deadline for Submission of Customer's new and/or revised Listings, Logo artwork and Company Profile copy is February 25 for the Spring and August 12 for the Fall editions.*** Customer acknowledges that a late submission of new copy might result in its exclusion from the upcoming print edition and relieves LNRS from any liability. Logos submitted incorrectly will be returned to Customer, and Customer failure to supply *The Red Book* with its corrected Logo art and/or Company Profile copy by the deadlines specified above does not relieve Customer of its payment obligations under this Agreement. No refunds will be given by LNRS.

AUTOMATIC RENEWAL & CUSTOMER CANCELLATION: Customer understands that this Agreement will automatically renew for additional six (6)-month terms, and Customer's Listings, Highlights, Logos, Company Profiles, and Subscriptions will run continuously in each future edition of *The Red Book,* online at the Municipal Marketplace® Online at *MuniMarketplace.com*, and in *The Red Book* Database after the initial term of this Agreement has ended. Customer will subsequently be billed at the then-current fees every six (6) months for these products and services until cancelled ***by written notice*** provided by Customer to *The Red Book* at *RedBook@LexisNexisRisk.com* no later than **February 15** for the Spring edition and **July 15** for the Fall edition.

TERMINATION: LNRS may terminate this Agreement upon written notice at any time, in which event, Customer will not be obligated for payment of fees for future unpublished editions. Upon termination by Customer, fees paid will not be refunded.

INVOICING & PAYMENTS: Customer will be invoiced every six (6) months by LNRS within two weeks after each print edition of *The Red Book* publishes every May and November. Customer agrees to pay LNRS for all invoices within 30 days from the date of issuance. Shipping and applicable taxes are additional. Rates are firm for the initial term of the Agreement. LNRS accepts bank transfers and credit cards as methods of payment. Credit cards accepted include MasterCard, Visa and American Express. Further instructions on how to submit payment appear on the invoice. Customer's failure to make timely payment in full to LNRS for the current term is a breach of this Agreement, and LNRS may terminate this Agreement for non-payment with no further liability upon LNRS to Customer.

LIMITATION OF LIABILITY: LNRS disclaims and is released from any and all warranties and liabilities of any form including implied and any form of direct, indirect, secondary, consequential, punitive or other damages regardless of their foreseeability. But for claims against the Customer that arise from third-party infringement claims related to LNRS's owned or created intellectual property received or used by the Customer as a result of this Agreement, LNRS's liability under this Agreement is strictly limited to, regardless of the form of the claim or the venue in which it arises, the total amount paid or payable by the Customer within a 12-month period of the date upon which the claim first arose. Customer will be deemed to have accepted LNRS's product upon LNRS's timely delivery of the Product and any related LNRS services as further specified by this Agreement.

GENERAL: Customer will not assign this Agreement without LNRS's prior written consent. Both parties shall comply with any and all applicable statues and regulations concerning privacy and confidentiality.

AGREEMENT SIGNATURE: By signing below, Customer understands and acknowledges that Customer has ordered these product(s) and service(s) at the Fees stated above and has agreed to all Terms & Conditions articulated here.

Print Firm Name _____

Authorizing Signature _____ **Date** _____

Print Name _____ **Title** _____ **Phone** _____

LISTING UPDATES – Please list the individual responsible for updating the Listings:
This information does not appear in the Listing in print or online.

Name _____ **Title** _____

Address _____ **City/State** _____ **ZIP Code** _____

Phone _____ **FAX** _____ **E-mail*** _____

INVOICE INFORMATION – Please list the individual responsible for Billing if different than the individual above.

Name _____ **Title** _____

Address _____ **City/State** _____ **ZIP Code** _____

Phone _____ **FAX** _____ **E-mail*** _____

****Listing Updates and Invoices are delivered via E-mail every six months, so E-mail Addresses are required to complete this form.***

Please sign and submit this Application Agreement along with all supporting documentation to:

E-mail: Redbook@LexisNexisRisk.com
or
Fax: (844) 299-6152
or
Mail: Tom Toussaint, Publisher, at LexisNexis® Risk Solutions, 1007 Church Street, Floor 6, Evanston, IL 60201

Invoices are issued every May and November.

— ***Please submit Pages 3 & 4 for each Additional Office.*** —

Total number of offices to list: _____

This Office is: ☐ **the Main Office** *or* ☐ **a Branch Office**

Full Name of Firm _____

Address _____

City _____ **State** _____ **ZIP Code** _____

Office Phone _____ **Fax** _____

Web Address _____ **Company E-mail** _____

Experience: Please submit authentication documentation as indicated in the **Qualification Requirements** section at the top of Page 1.

Please select:
☐ Sole Bond Counsel

Or select any combination of the following:
☐ Co-Bond Counsel ☐ Underwriter's Counsel ☐ Issuer's Counsel

Memberships
☐ NABL ☐ SIFMA ☐ NAMA ☐ MSRB
☐ FINRA ☐ ISDA ☐ SIPC

Practice Areas

Please check all of the following municipal-bond issue types in which your firm has participated in the past 24 months to help provide *The Red Book* audience with this more detailed information on your areas of expertise:

☐ Education ☐ Health Care ☐ Transportation
☐ Electric Power ☐ Housing ☐ Utilities
☐ Environmental Facilities ☐ Industrial Development
☐ General Purpose ☐ Public Facilities

FIRM NAME _____ **LISTING LOCATION (CITY, STATE)** _____

Please list the personnel to appear in *The Red Book,* online at www.MuniMarketplace.com, and in *The Red Book* Database or attach a list.

Name _____

Title _____ **Department** _____

Phone _____ **E-mail** _____

Name _____

Title _____ **Department** _____

Phone _____ **E-mail** _____

Name _____

Title _____ **Department** _____

Phone _____ **E-mail** _____

Name _____

Title _____ **Department** _____

Phone _____ **E-mail** _____

Name _____

Title _____ **Department** _____

Phone _____ **E-mail** _____

Name _____

Title _____ **Department** _____

Phone _____ **E-mail** _____

Name _____

Title _____ **Department** _____

Phone _____ **E-mail** _____

☐ **Company Profile** – Check here if you would like to include at the end of this Listing your firm's **Company Profile** of either up to 100 words or from 100 to up to 300 words. Please attach **Company Profile** on a separate page.
Company Profile up to 100 words: $325 **| 101 to 300 words:** $400 per Edition

☐ **Highlight** – Check here if you would like your Listing to stand out on the page by adding a **Highlight** (box around your firm's name in **BOLDFACE** type) in *The Red Book* and having your name listed in **BOLD** online at *MuniMarketplace.com*.
Highlight: $200 per Edition

☐ **Logo** – Check here if you would like your Listing to really stand out on the page by adding your firm's **Logo** at the top of this Listing in *The Red Book* and online at *MuniMarketplace.com*.
Logo: $300 per Edition