

INSTITUTIONAL NEW ACCOUNT FORM AND CLIENT AGREEMENT

FOR PERFORMANCE TRUST USE ONLY:

ACCOUNT NUMBER	REGISTERED REP CODE	FIRE ID #	HOLDING CO. #
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Thank you for choosing Performance Trust Capital Partners, LLC (which, along with its affiliates, is referred to as "Performance Trust") to help you meet your investment goals. The Institutional New Account Form & Client Agreement (the "Agreement") contains important information about your account as well as agreements associated with servicing your account with Performance Trust. Please carefully read all of the materials below, then complete the sections in which information is requested regarding your institution ("Client") and return your completed and signed form to Performance Trust Capital Partners, LLC, Attn: New Accounts Department, 500 West Madison, Suite 450, Chicago, IL 60661. After Performance Trust has verified and accepted your form and agreement, we will countersign and deliver a copy to you to complete the process for establishing your Performance Trust account.

Once completed and signed on behalf of Client and Performance Trust, this Agreement constitutes the binding agreement between Client and Performance Trust regarding Client's account(s). By signing below, Client signifies its understanding and agreement that this Agreement will govern all Performance Trust transactions and accounts, including cash and delivery versus payment (DVP) accounts. Client's acceptance of the terms contained below is a condition precedent to maintaining an account with Performance Trust.

In order for your account to be opened promptly and accurately, please provide all the information requested below:

- » **Sections 1-6** require information necessary to open and service your account with Performance Trust.
- » **Section 7** offers your institution the opportunity to elect electronic delivery of prospectuses.
- » **Section 8** contains terms and conditions regarding the relationship between your institution and Performance Trust.
- » **Section 9** requires an authorized signature on behalf of your institution.

1. ACCOUNT INFORMATION

NAME OF INSTITUTION

STREET ADDRESS (PHYSICAL ADDRESS REQUIRED)	CITY	STATE	ZIP
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TAX IDENTIFICATION NUMBER ACCOUNT TYPE: DVP CASH

2. AUTHORIZED BUYER INFORMATION

NAME (FIRST, MI, LAST)	TITLE
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STREET ADDRESS (PHYSICAL ADDRESS REQUIRED)	CITY	STATE	ZIP
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PHONE	FAX	EMAIL
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ADDITIONAL BUYER (FIRST, MI, LAST)	ADDITIONAL BUYER (FIRST, MI, LAST)
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3. BACK OFFICE INFORMATION

NAME (FIRST, MI, LAST)	TITLE
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STREET ADDRESS (IF DIFFERENT FROM INSTITUTION)	CITY	STATE	ZIP
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PHONE	FAX	EMAIL
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4. DELIVERY INSTRUCTIONS (FOR DVP ACCOUNTS ONLY) DTC ELIGIBLE (PLEASE ATTACH DELIVERY INSTRUCTION IF AVAILABLE)

AGENT BANK NUMBER INSTITUTION DELIVERY NUMBER DTC NUMBER

ADDITIONAL INFORMATION (BANK NAME, INTERNAL ACCOUNT NUMBERS, ETC.)

FED BOOK ENTRY (PLEASE ATTACH DELIVERY INSTRUCTIONS, IF AVAILABLE)

ABA NUMBER

ADDITIONAL INFORMATION (BANK NAME, INTERNAL ACCOUNT NUMBERS, ETC.)

SAFEKEEPING CONTACT

NAME NAME OF INSTITUTION PHONE

5. CONFIRMATION AND STATEMENT (PLEASE SEND ADDITIONAL STATEMENTS AND CONFIRMATIONS TO THE FOLLOWING ADDRESS:*)

1. NAME (FIRST, MI, LAST) TITLE
 CONFIRMATION STATEMENTS

STREET ADDRESS (IF DIFFERENT FROM INSTITUTION) CITY STATE ZIP

2. NAME (FIRST, MI, LAST) TITLE
 CONFIRMATION STATEMENTS

STREET ADDRESS (IF DIFFERENT FROM INSTITUTION) CITY STATE ZIP

*Original copy must be sent to physical location of institution from Section 1

6. ADDITIONAL INFORMATION WHAT IS THE SOURCE OF FUNDS FOR THIS ACCOUNT? (CHECK ALL THAT APPLY)

CAPITAL CORPORATE INCOME SALE OF PROPERTY OTHER

ARE YOU OR ANY OF YOUR AFFILIATES PUBLICLY TRADED YES NO

IF YES, IDENTIFY ANY OR ALL ENTITIES AND TICKER SYMBOLS

ARE YOU OR ANYONE WITH AN INTEREST IN THIS ACCOUNT EITHER: (1) A SENIOR MILITARY, GOVERNMENTAL OR POLITICAL OFFICIAL IN A NON-U.S. COUNTRY, OR (2) CLOSELY ASSOCIATED WITH AN IMMEDIATE FAMILY MEMBER OF SUCH AN OFFICIAL? YES NO

IF YES, IDENTIFY THE NAME OF THE OFFICIAL, OFFICE HELD AND COUNTRY

IS THIS ACCOUNT FOR A FOREIGN BANK AS DEFINED UNDER THE USA PATRIOT ACT?* YES NO

IF YES, PLEASE COMPLETE A CERTIFICATION REGARDING CORRESPONDENT ACCOUNTS PRIOR TO OPENING ACCOUNT

See definition at 31 C.F.R. 103.11(0) To help government fight the funding of terrorism and money laundering activities, Federal Law requires Performance Trust to obtain, verify and record information that identifies each account. To comply, we require certain identifying information, such as your tax identification number, and we may ask to see certain identifying documents.

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7. PROSPECTUS

In order to serve you more efficiently and effectively, we are delivering prospectuses in electronic format via CD ROM. Each electronic prospectus will include materially the same information available in paper format. The prospectus will be in Adobe Acrobat® (pdf format) that allows you to view electronically, convert to paper format, store, and have continuous ready access to the prospectus at any future time. Adobe Acrobat® can be downloaded from the Internet free of charge at <http://www.adobe.com>.

Please initial here if you prefer to receive prospectuses in paper format: _____
INITIAL

By initializing above, you are opting to receive prospectuses in paper format. Unless you notify Performance Trust Capital Partners, LLC otherwise in writing, prospectuses will be delivered to your primary mailing address in Section 1 of this Agreement. Nothing herein will prohibit you from revoking your decision to receive documents electronically.

8. TERMS AND CONDITIONS

Client and Performance Trust hereby agree as follows:

CHANGES IN ACCOUNT INFORMATION

Any changes in any of the information supplied by Client in Sections 1-7 above shall be promptly communicated to Performance Trust at the following address:

Performance Trust Capital Partners, LLC
500 West Madison, Suite 450
Chicago, IL 60661
ATTN: New Accounts Department

INTEREST IN ACCOUNT

Client represents, warrants and agrees that no one except Client has an interest in any of its accounts with Performance Trust unless such interest is revealed in the title of such account, and in any case, Client has the interest indicated in such title.

SIPC MEMBERSHIP

Performance Trust is a member of Securities Investor Protection Corporation (SIPC). If for any reason Client wishes to obtain information about SIPC, including the SIPC brochure, Client may contact the SIPC by phone at (202) 371-8300 or by going to the SIPC website at www.sipc.org.

ORDERS AND STATEMENTS

Reports of the execution of orders and statements of the account of Client prepared by Performance Trust shall be conclusive if not objected to in writing by Client, the former within two business days and the latter within ten business days, after forwarding by Performance Trust to Client by mail or otherwise.

ORDERS CANCELLATION PROVISIONS

In the event Performance Trust deems it necessary or advisable for any reason, including Performance Trust's protection, Client hereby authorizes Performance Trust, in its discretion, without any further notice, to cancel any outstanding orders in order to close out the accounts of Client, in whole or in part, or to close out any of the commitments made on behalf of Client.

PROVISIONS IN THE EVENT OF FAILURE TO PAY OR DELIVER

Whenever Client does not, on or before the settlement date, pay in full for any security purchased for the account of Client, or deliver any security sold for such account, Performance Trust is hereby authorized (subject to the provisions of any applicable statute, rule, or regulation):

- A. Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which Performance Trust or Performance Trust's clearing agent may hold for Client (either individually or jointly with others), separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser sum and without retaining in Performance Trust's possession and control for delivery a like amount of similar securities.
- B. To sell any or all securities which Performance Trust or Performance Trust's clearing agent may hold for Client (either individually or jointly with others), to buy any or all securities required to make delivery for the account of Client, or to cancel any or all outstanding orders or commitments for the account of Client.

(8. TERMS AND CONDITIONS CONTINUED)

GENERAL PROVISIONS

Any sale, purchase, or cancellation authorized hereby may be made according to Performance Trust's judgment and at Performance Trust's discretion in a commercially reasonable manner on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without Advertising the same and without any notice, prior to tender, demand or call, and Performance Trust may purchase the whole or any part of such securities free from any right of redemption, and Client shall remain liable for any deficiency. It is further understood that any notice, prior to tender, demand, or call from Performance Trust shall not be considered a waiver of any provision of this Agreement.

TERM; SUCCESSORS

This Agreement and the information, authorizations and approvals contained herein shall remain in full force and effect for an initial term of one (1) year, and unless either party shall give written notice of termination to the other, shall automatically renew for successive one (1) year terms thereafter, subject to termination by client on 30 days prior written notice. This Agreement shall inure to the benefit of Performance Trust and its successors and assigns, and shall be binding upon Client and Client's successors, heirs, administrators, and assigns.

LIMITATIONS OF LIABILITY; EXTRAORDINARY EVENTS

Performance Trust shall not be liable for any delay, loss, liability, expense, fine or tax caused directly or indirectly by any events beyond Performance Trust's control, including without limitation any (a) governmental, judicial, exchange or other self-regulatory organization action or order, (b) suspension or termination of trading, (c) breakdown or a failure of transmission or communication facilities, including, but not limited to, internet and e-mail facilities, computer software or computer hardware failure, or (d) failure or delay by any exchange to enforce its rules or to pay or return any amounts owed to Performance Trust with respect to any securities purchased or sold for Client's account(s). In no event shall any party hereto be liable for consequential, incidental or special damages suffered by the other party hereto. Performance Trust shall have no responsibility for Client's compliance with any law, rule or regulation governing Client's conduct.

FEES AND CHARGES

Client agrees to pay the fees customarily charged by Performance Trust. Performance Trust may change the fee schedule from time to time by prior written notice to Client.

CLEARING BROKER-DEALER

Performance Trust has entered into an agreement with Pershing, LLC whereby Pershing will clear trades on a fully-disclosed basis. Performance Trust holds no securities or customer funds.

ADDRESS

Communications may be sent to Client at the current address of Client which is on file at Performance Trust's office, or at such other address as Client may hereafter designate for such purpose to Performance Trust in writing. All communications so sent, whether by mail, telegraph, facsimile, courier, messenger, or otherwise, shall be deemed given to Client personally, whether actually received or not.

CONFIDENTIAL RELATIONSHIP

Performance Trust agrees to keep in confidence all confidential information concerning the affairs of Client, except to the extent disclosure may be required by regulatory authorities with jurisdiction over Performance Trust and except as Performance Trust deems necessary or appropriate in order to maintain Client's account(s), execute Client's trades, or render other services to Client. All information, recommendations, and advice furnished by Performance Trust to or on behalf of Client shall be regarded by Client as confidential information belonging to Performance Trust and for use only with respect to Client's account(s) hereunder, and may be disclosed by Client only to the extent required by regulatory authorities with jurisdiction over Client.

RECORDING CONVERSATIONS

Client understands and agrees that, for Client's and Performance Trust's mutual protection, Performance Trust may electronically record any telephone conversations between the parties.

GOVERNING LAW

This agreement shall be governed by, interpreted, and construed to be made and to be performed entirely within the State of New York, without giving effect to any choice of law, or any principles of comity, or conflict of law provision, or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of New York.

REPRESENTATIONS BY CLIENT & ITS AUTHORIZED REPRESENTATIVE

The undersigned individual hereby represents and warrants that he or she is the duly authorized representative and agent of Client with full power and authority to bind Client and to execute and deliver this Agreement to Performance Trust. By executing and delivering this Agreement, Client represents, warrants and agrees that (a) the terms hereof do not violate any law, rule, regulation, order, contract, instrument or obligation by which Client is bound, whether arising by contract, operation of law, or otherwise, (b) this Agreement, including portions hereof which have been completed by Client have been duly authorized by all necessary or appropriate action of Client and are final and binding upon Client in accordance with their terms, and (c) Client will deliver to Performance Trust such evidence of such authority as Performance Trust may reasonably require, whether by way of a certified corporate resolution or otherwise.

OFFICER'S CERTIFICATE REGARDING AUTHORIZATION OF TRANSACTIONS

The undersigned, being (the) (an) (Assistant) Secretary or other authorized officer of _____ (the "Company"), a duly organized and existing _____ under the laws of _____, does hereby certify:

- A. that the resolutions attached hereto as Annex A were duly adopted in accordance with applicable statutes and the Company's governing instruments:

at a meeting of the duly constituted and empowered Board of Directors or other governing body of the Company duly held on the _____ day of _____, 20____ at which a quorum of the members of said Board of Directors or other governing body was present and acting throughout, in accordance with its governing instruments, the laws of its domicile and other applicable laws and regulations, or by written consent in lieu of a meeting of the duly constituted and empowered Board of Directors or other governing body of the Company, executed as of the _____ day of _____, 20 ____ by the requisite number of members of said Board of Directors or other governing body in accordance with its governing instruments, the laws of its domicile and other applicable laws and regulations, and that no action has been taken to rescind or amend said resolutions, and the same are now in full force and effect; and

- B. that that the names, titles and specimen signatures of the persons duly authorized to act, singly, to establish and maintain accounts with Performance Trust Capital Partners, LLC for the purpose of purchasing and selling any and all types of securities in the name of and on behalf of the Company and to take such other actions contemplated by the annexed resolutions are as follows:

NAME	TITLE	SIGNATURE
NAME	TITLE	SIGNATURE
NAME	TITLE	SIGNATURE

In witness whereof, I have hereunto signed by name and affixed the seal of the Company this _____ day of _____, 20 ____.

(SEAL)

SIGNATURE

PRINTED NAME

TITLE

OFFICER'S CERTIFICATE REGARDING AUTHORIZATION OF TRANSACTIONS

ANNEX A—LIMITATIONS OF LIABILITY; EXTRAORDINARY EVENTS

Resolutions of the Board of Directors or other governing body of _____ (the "Company"), a
_____ duly organized and existing under the laws of _____ :

WHEREAS, the Company has full power and authority under its governing instruments, the laws of its domicile and other applicable laws and regulations to purchase and sell any and all forms of securities including, but not limited to, shares, stocks listed or OTC options, bonds, debentures, notes, script, participation certificates, rights to subscribe, option warrants, certificates of deposit, mortgages, GNMA's, FNMA's, privately issued mortgage pass through certificates, multifamily project loans insured by the Federal Housing Administration, forward contracts, standby contracts, chooses in action, evidences of indebtedness, commercial paper, certificates of indebtedness and certificates of interest of any and every kind and nature whatsoever, (collectively "Securities") secured or unsecured, whether represented by trust, participating and/or other certificates or otherwise, and

WHEREAS, the Company has full power and authority with respect to such transactions to empower persons to act on its behalf to (i) borrow or lend money and/or securities, and to secure repayment thereof with property of the Company; (ii) bind and obligate the Company to and for the carrying out of any contract, arrangement, or transaction which shall be entered into by any such officer, employee and/or agent for and on behalf of the Company with or through brokers, including without limitation, Performance Trust Capital Partners, LLC ("Performance Trust"); (iii) pay in cash or by checks and/or drafts drawn upon the funds of the Company such sums as may be necessary in connection with any account of the Company maintained or to be maintained with or through Performance Trust ("Accounts"); (iv) deliver Securities to Performance Trust; (v) order the transfer, delivery, or receipt of any Securities, contracts, monies, or titles, to any name designated by any of the said officers, employees or agents; (vi) direct the sale or exercise of any rights with respect to any Securities; (vii) sign for the Company all releases, powers of attorney and/ or other documents in connection with any Account, and agree to any terms or conditions to control any such Account; (viii) direct Performance Trust to surrender any Securities to the proper agent or party for the purpose of effecting any exchange or conversion, or otherwise; (ix) accept delivery of any Securities and/or contracts; (x) grant Performance Trust and/or any affiliates of Performance Trust a security interest in assets of the Company; (xi) appoint any other person or persons to do any and all things which any of the said officers, employees or agents are hereby empowered to do, and generally to do and take all action necessary in connection with any Account, or considered desirable by such officer, employee or agent with respect thereto; and (xii) to otherwise engage in all acts contemplated hereunder;

NOW, THEREFORE, it is resolved as follows:

RESOLVED, that it is in the best interests of the Company to engage in purchasing, selling (including short-selling) and otherwise trading and dealing in Securities; **FURTHER RESOLVED**, that, in order to induce Performance Trust to act on behalf of the Company, the execution and delivery of a Customer Agreement with Performance Trust and such other documents as the proper officers of the Company shall deem appropriate hereby are authorized, ratified and approved, and such officers are hereby directed to execute such agreements by and on behalf of the Company and deliver the same to Performance Trust and to take such further actions as shall be desirable and necessary in connection therewith, including without limitation, authorizing persons to act on behalf of the Company in connection with the purchase and sale of Securities in any Account, and the delivery/receipt of monies, and the Company hereby ratifies all actions of its officers and employees taken with regard to the Customer Agreement and any Account with Performance Trust;

FURTHER RESOLVED, that Performance Trust may deal directly with any and all of the persons empowered by these resolutions as though they were dealing with the Company directly;

FURTHER RESOLVED, that Performance Trust may rely upon any certification given in accordance with these resolutions as continuing fully effective unless and until Performance Trust shall receive due written notice to the Chief Executive Officer of Performance Trust, 500 West Madison Street, Suite 450, Chicago, Illinois 60661 of a change in or the rescission of the authority so evidenced and dispatched. The failure to supply any specimen signature shall not invalidate any transaction if the transaction is in accordance with authority actually granted;

FURTHER RESOLVED, that in the event of any change in the office or powers or persons hereby empowered, the Secretary or other officer of the Company shall certify such changes to the Chief Executive Officer of Performance Trust, in writing in the manner provided herein above, which notification, when received, shall be adequate both to terminate the powers of the persons theretofore authorized, and to empower the persons thereby substituted;

FURTHER RESOLVED, that these resolutions and the certificates actually furnished to Performance Trust by the Secretary or other officer of the Company pursuant thereto are hereby made irrevocable until written notice of their revocation shall have been received by the Chief Executive Officer of Performance Trust;

OFFICER'S CERTIFICATE REGARDING AUTHORIZATION OF TRANSACTIONS

FURTHER RESOLVED, that these resolutions shall apply not only to transactions and/or agreements with Performance Trust which may take place after their adoption, but also to all those which may have been made or entered into prior to their adoption, all of which, together with the action of such officers or agents of the Company who have undertaken or entered into them are hereby ratified, approved and confirmed,

FURTHER RESOLVED, that each of the Secretary, an Assistant Secretary or any other officer of the Company is hereby authorized and directed to certify to Performance Trust a true copy of these resolutions, and specimen signatures of each person empowered to act on behalf of the Company in connection with the Accounts;

FURTHER RESOLVED, (1) that upon receiving a copy of these resolutions, Performance Trust is entitled to rely upon the authority granted herein and authorized to follow the instructions of the above-referenced officers, employees and agents of the Company in every respect concerning transactions with the Company and to make transfers and/or deliveries of Securities and payments and transfers of monies as any of said officers, employees or agents may order and direct; (2) the abovenamed agents may sign acknowledgements of the correctness of all statements of accounts; (3) that no statutory or other impediments exist which would invalidate the effectiveness of these resolutions; and (4) that this authorization and indemnity is a continuing one and shall remain in effect until revoked by the Company through written notice to the Chief Executive Officer of Performance Trust.

CUSTOMER PRIVACY POLICY

OUR COMMITMENT TO YOUR PRIVACY

The Performance Trust Companies are committed to safeguarding the personal information that you provide to us. This notice describes our privacy policy and how we handle and protect personal information we collect about individuals, such as yourself, who apply for or obtain our products and services. At the Performance Trust Companies, your privacy is our priority.

INFORMATION WE COLLECT

We collect personal information about you for business purposes, such as evaluating your financial needs, processing your requests and transactions, informing you about products and services that may be of interest to you, and providing customer service. The personal information we may collect about you includes:

- Information you provide to us on applications and other forms (such as your name, address, social security number, occupation, assets, and income);
- Information about your transactions with us, our affiliates and others; and/or
- Information we receive from consumer reporting agencies (such as your credit history and creditworthiness) and other entities not affiliated with the Performance Trust Companies.

PROTECTING YOUR INFORMATION

Our employees have limited access to your information. They have access only when it will help you do business with us or help us do business with you, including helping you accomplish your financial objectives, such as providing you with a broad range of products and services. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard customer information.

DISCLOSURE TO NONAFFILIATED THIRD PARTIES

We may share the personal information described above for business purposes with the following companies not affiliated with us:

- Companies under contract to perform services for us or on our behalf (such as vendors providing data processing, computer software maintenance and development, transaction processing and marketing services).

We share personal information with non-affiliated companies only when they agree to uphold and maintain our privacy standards when handling a customer's personal information. Also, we may disclose personal information with affiliated and non-affiliated companies and regulatory authorities as permitted by applicable law. For example, we may disclose personal information to cooperate with regulatory authorities and law enforcement agencies and as necessary to protect our rights or property.

ACCESSING AND REVISING YOUR PERSONAL INFORMATION

We endeavor to keep our customer files complete and accurate. We will give you reasonable access to the information we have about you. Most of this information is contained in account statements that you receive from us and applications that you submit to obtain our products and services. We encourage you to review this information and notify us if you believe any information should be corrected or updated. If you have a question or concern about your personal information or this privacy notice, please contact your representative.

MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

Performance Trust Capital Partners, LLC ("PTCP") the undersigned, individually, and on behalf of the undersigned institution (together, "Consumer") intend for (i) PTCP and Consumer to engage in communications ("Communications"), and (ii) Consumer to attend various investment educational programs including Performance Trust UniversityTM, hosted by PTCP ("Educational Programs") and to receive valuable information for evaluating securities. During Communications and Educational Programs, a party ("Discloser") may disclose certain information to the other party ("Recipient") that the Discloser considers to be confidential. This agreement, made as of the Effective Date (defined below), memorializes the mutual understanding of the parties regarding the disclosure and treatment of certain confidential information (the "Agreement").

1. In connection with the Communications and Educational Programs, Discloser may disclose to Recipient (including without limitations, the party's respective directors, officers, employees, agents, financing sources, advisors, and attorneys, (collectively, "Representatives")) information that relates to Discloser or any of its affiliates, including information regarding the operations, business plans, strategies, financials, financial analysis, financial methodologies, proposals, arrangements, approaches, customer lists, investment portfolios, specifications or plans and financial, business or commercial information of or regarding Discloser or any of its affiliates; and any other information related to Discloser, or its shareholders, potential shareholders, or Representatives ("Confidential Information"). Confidential Information shall not, however, include any information which (i) is or becomes publicly available other than as a result of any disclosure not authorized hereunder by a Recipient or any of its Representatives, (ii) was or becomes available to the Recipient from a third party source provided that such third party was not in wrongful possession of the information or prohibited from transmitting the information due to a confidentiality agreement with Discloser or otherwise by a contractual, legal or fiduciary obligation or (iii) was independently developed or conceived by Recipient.
2. PTCP may use the Consumer's Confidential Information in connection with the Educational Programs and PTCP's interaction with Consumer, and each Consumer agrees that any such information of other Consumers so disclosed by other participants during the Educational Programs may be used by other Consumers in connection with the interactive program modules at the Educational Programs. Other than as permitted herein, Recipient agrees that it will not disclose Confidential Information without the prior written consent of Discloser. Recipient hereby agrees to prevent unauthorized access to such information by any person. Recipient shall not make any copies of Confidential Information or reproduce Confidential Information in any form except for the purpose of supplying the same to those to whom disclosure is permitted in accordance with this Agreement. All disclosed Confidential Information shall remain the property of Discloser. Upon the written request of Discloser, Recipient will promptly return, destroy (to the extent technically practicable) or cause the return or destruction of all Confidential Information provided to it by or on behalf of such Discloser (in each case including all copies), and shall request the return or destruction of all such Confidential Information by any of its Representatives; provided however, that nothing herein will be construed to limit Recipient and its Representatives' ability to retain archival copies of Confidential Information as may be required to fulfill its/their legal and regulatory obligations and its/their compliance and recordkeeping obligations policies or procedures. Except to the extent that such destruction is prohibited by law, regulation or Recipient's internal compliance policies, upon request, Recipient will also destroy, to the extent reasonably practicable, all written material, memoranda, notes, copies, excerpts and any other writings or recordings whatsoever prepared by it or its Representatives to the extent that containing or otherwise reflecting any Confidential Information relating to Discloser. Any Confidential Information that has not been returned or destroyed, including, without limitation, any oral Confidential Information, shall remain subject to the confidentiality obligations set forth in this Agreement during the term hereof. Notwithstanding anything to the contrary above, Recipient may disclose Confidential Information to its Representatives who need to know such information and who have been instructed to maintain the confidentiality of such Confidential Information in accordance with the provisions of this Agreement and who have agreed to do so. The Recipient further agrees that it will use the same degree of care in protecting the confidentiality of the Confidential Information as it uses in protecting its own information of a similar type. Recipient assumes all liability for breaches of this Agreement by its Representatives.
3. If Recipient or any of its Representatives is requested or required under applicable law or by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other legally binding process, to disclose any Confidential Information relating to Discloser, it is agreed that such Recipient or Representative (if legally permitted to do so) will provide such Discloser with prompt notice of any such request or requirement (written if practical) and otherwise provide reasonable cooperation to Discloser (at Discloser's expense) in order to enable Discloser to seek an appropriate protective order or other appropriate remedy or to waive compliance with the provisions of this Agreement. No such notice shall be required in the case of a routine audit or regulatory or administrative review not specifically related to Discloser. In the event that such protective order or other remedy is not obtained, or that Discloser grants a waiver hereunder, the Recipient or Representative subject to the disclosure request or requirement may furnish that portion (and only that portion) of the Confidential Information, which it is legally compelled to disclose and with respect to which it agrees to exercise its commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded. In any event, Recipient will not oppose action by Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.
4. Discloser represents that it has all rights necessary to provide Confidential Information to Recipient under the terms hereof. It is understood and agreed that money damages may be both incalculable and an insufficient remedy for any breach of this Agreement and that any such breach may cause the nonbreaching party irreparable harm. Accordingly, it is understood and agreed that in the event of any breach or threatened breach of this Agreement (including any unauthorized disclosure) by a party (or its Representatives), the nonbreaching party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance.

MUTUAL CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

5. There shall be no termination date for any Confidential Information. It is understood and agreed that no failure or delay by a party to this Agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. This Agreement supersedes all previous communications, representations and understandings between the Parties with respect to the subject matter of this Agreement, and the agreements set forth in this Agreement may be modified or waived only by a separate writing signed by the parties. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect. Each of the parties hereby agrees and consents to personal jurisdiction and service and venue in any federal or state court within the State of Illinois having subject matter jurisdiction, for the purposes of any action, suit or proceeding arising out of or relating to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Illinois. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

CONSUMER

ENTITY # (IF APPLICABLE)

INSTITUTION

EMAIL

FULL NAME

TITLE

SIGNATURE

DATE

PERFORMANCE TRUST

NAME

SIGNATURE

PLEASE COMPLETE AND EMAIL TO LEGAL@PERFORMANCETRUST.COM

INSTITUTIONAL SUITABILITY AND SMMP CERTIFICATION

INSTITUTIONAL SUITABILITY AND SOPHISTICATED MUNICIPAL MARKET PROFESSIONAL (SMMP) CERTIFICATION
AFFIRMATIVE INDICATION OF EXERCISE OF INDEPENDENT JUDGEMENT (PURSUANT TO FINRA RULE 2111 & MSRB RULE G-48)

In connection with any transaction or investment strategy with Performance Trust Capital Partners, LLC (“PTCP”), the undersigned acknowledges on behalf of the Institution named below that:

- I. It is an “Institutional Account” 1 as defined in FINRA Rule 4512(c) and a “sophisticated municipal market professional” as defined in MSRB Rule D-15(a);
- II. It: (1) is capable of evaluating investment risks and market value independently, both in general and with regard to all transactions and investment strategies involving a security or securities (including municipal securities);

(2) is exercising independent judgment in evaluating:
 - a. the recommendations of any broker-dealer or its associated persons;
 - b. the quality of execution of the transactions in municipal securities by a broker-dealer; and
 - c. the transaction price for non-recommended secondary market agency transactions in municipal securities as to which (i) a broker-dealer’s services have been explicitly limited to providing anonymity, communication, order matching and/or clearance functions and (ii) the broker-dealer does not exercise discretion as to how or when the transactions are executed; and
(3) with regard to municipal securities, has timely access to material information that is available publicly through established industry sources as defined in MSRB Rule G-47; 2
- III. It will notify PTCP if anything in this Certificate ceases to be true; and
- IV. The Authorized Signatory named below is authorized to sign on behalf of the Institutional Account named below. By signing this Certificate, the undersigned affirms that the above statements are accurate but does not waive any rights afforded under U.S. federal or state securities laws, including without limitation, any rights under Section 10(b) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

NOTE: This Certificate shall apply with respect to all recommended transactions and investment strategies involving securities that are entered into by the Institutional Account named in this Certificate, whether for the account of such Institutional Account or for the account of any beneficial owner that has delegated decision making authority to such Institutional Account.

INSTITUTIONAL ACCOUNT NAME		
ADDRESS	CITY	STATE
NAME OF AUTHORIZED SIGNATORY	U.S. TAX ID/ EIN (IF APPLICABLE)	
TITLE OF AUTHORIZED SIGNATORY	PHONE	EMAIL ADDRESS
SIGNATURE OF AUTHORIZED SIGNATORY	DATE	

¹ The term “Institutional Account” means the account of: (1) a bank, savings and loan association, insurance company or registered investment company; (2) an investment adviser registered either with the SEC under Section 203 of the Investment Advisers Act or with a state securities commission (or any agency or office performing like functions); or (3) any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million.

² Pursuant to MSRB Rule G-47(b)(i), established industry sources shall include the MSRB’s Electronic Municipal Market Access (“EMMA”®) system, rating agency reports, and other sources of information relating to municipal securities transactions generally used by brokers, dealers, and municipal securities dealers that effect transactions in the type of municipal securities at issue. Pursuant to MSRB Rule G-47(b)(ii), information is considered to be material if there is a substantial likelihood that the information would be considered important or significant by a reasonable investor in making an investment decision.