

**PROFESSIONAL SERVICES AGREEMENT  
FOR FINANCIAL ADVISOR**

This agreement has been entered into this \_\_\_\_ day of June, 2017 by and between the City of Rialto (the “City”) and Fieldman, Rolapp & Associates, Inc. (herein, the “Consultant”).

**WHEREAS**, the City desires independent financial advisory services to be performed in connection with anticipated one or more CFD formations and bond issuance services for Lytle Development (herein, the “Project”); and

**WHEREAS**, the City desires to retain the professional and technical services of the Consultant for the purpose of anticipated CFD formations and services related to the projected issuance of one or more series of special tax bonds, (as more fully described in Exhibit A, the “Services”);

**WHEREAS**, the Consultant is well qualified to provide professional financial advice to entities such as the City;

**WHEREAS**, the Consultant is registered as a municipal advisor with both the United States Securities and Exchange Commission and the Municipal Securities Rulemaking Board;

**NOW, THEREFORE**, in consideration of the above recitals and the mutual covenants and conditions hereinafter set forth, it is agreed as follows:

**Section 1      Financial Advisory Services.**

Consultant will provide services in connection with the Project as such Services are fully described in Exhibit A attached to this Agreement. Consultant is engaged in an expert financial advisory capacity to the City only. It is expressly understood that the Services rendered hereunder are rendered solely to the City. Consultant does not undertake any responsibility to review disclosure documents on behalf of owners or beneficial owners of bonds or debt which may arise from the Consultant's work hereunder.

**Section 2      Additional Requested Services (Amendment of Services).**

The City may request that Consultant provide additional services beyond the scope of those referenced in Section 1 above and specifically listed in Exhibit A to this Agreement. The Services to be provided under this Agreement may only be amended by a modification as provided for in Section 6.

**Section 3      Compensation**

- 3.01 For Consultant's performance of Services as described in this Agreement, the Consultant's compensation will be as provided in Exhibit B attached to this Agreement,
- 3.02 Payment of Consultant’s expenses shall be made at the time and in the form as provided for in Exhibit B to this Agreement.

- 3.03 Unless otherwise specified, payment of Consultant's compensation and expenses is due thirty (30) days after submission of Consultant's invoice for Services.
- 3.04 In the event City abandons the Services of the Consultant prior to completion of Consultant's work, Consultant shall be compensated for Services performed to the point of abandonment at the hourly rates specified in Exhibit B. An act of abandonment shall be deemed to have occurred when no action has been taken by the City relative to the services of the Consultant for a period of three (3) months from the date of the initial performance of a service, and there has been a written notification to the Consultant of an abandonment of the Project by the City.
- 3.05 The schedule of Consultant fees set forth in this Agreement and Exhibit B is guaranteed by Consultant for a period of sixty (60) months from the date of this Agreement.

**Section 4 Personnel.**

Consultant has, or will secure, all personnel required to perform the Services under this Agreement. Consultant shall make available other qualified personnel of the firm as may be required to complete Consultant's services. The City has the right to approve or disapprove any proposed changes in Consultant's staff providing service to the City. The City and Consultant agree that such personnel are employees only of Consultant and shall not be considered to be employees of the City in any way whatsoever.

**Section 5 Term of Agreement.**

This Agreement shall continue in full force and effect for a period of sixty (60) months from the date hereof or until the Services with respect to the Project have been completed, if earlier, unless terminated by either party by not less than thirty (30) days written notice to the other party except that the Agreement shall continue in full force and effect until completion of the Services or until an abandonment shall have occurred as described in Section 3.04 hereof. This Agreement may be extended from time to time as agreed by the City and the Consultant pursuant to Section 6.

**Section 6 Modification.**

This Agreement contains the entire agreement of the parties. It may be amended in whole or in part from time to time by mutual consent of the parties; provided that the Disclosures (as defined herein) required by Section 16 will be updated by the Consultant as required by law. This shall not prohibit the City and Consultant from entering into separate agreements for other services.

**Section 7 Work Products.**

All work products or any form of property developed by the Consultant in providing the Services shall be provided to the City on request. Work products developed by the Consultant shall be the property of the City, provided that Consultant may use such work products developed for the City and may employ

those work products to develop refinements or additional work products in the course of its business.

**Section 8 Assignment.**

The rights and obligations of the City under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the City. This Agreement may not be assigned by the Consultant without the consent of the City except for compensation due Consultant.

**Section 9 Disclosure.**

Consultant does not assume the responsibilities of the City, nor the responsibilities of the other professionals and vendors representing the City, in the provision of services and the preparation of the financing documents, including initial and secondary market disclosure, for financings undertaken by the City. Information obtained by Consultant and included in any disclosure documents is, by reason of experience, believed to be accurate; however, such information is not guaranteed by Consultant.

**Section 10 Confidentiality.**

The Consultant agrees that all financial, statistical, personal, technical and other data and information designated by the City as confidential shall be protected by the Consultant from unauthorized use or disclosure. The City acknowledges that the Consultant is required to comply with applicable laws governing disclosure of public information.

**Section 11 Indemnification.**

The City and Consultant shall each indemnify and hold harmless the other from and against any and all losses, claims, damages, expenses, including legal fees for defense, or liabilities (collectively, "damages"), to which either may be subjected by reason of the other's acts, errors or omissions, except however, neither will indemnify the other from or against damages by reason of changed events and conditions beyond the control of either or errors of judgment reasonably made.

**Section 12 Insurance.**

- 12.01 Consultant shall maintain workers' compensation and employer's liability insurance during the term of this Agreement.
- 12.02 Consultant, at its own expense, shall obtain and maintain insurance at all times during the term of this Agreement. Such insurance must be written with a Best Guide "A"-rated or higher insurance carrier admitted to write insurance in the state where the work is located.
- 12.03 Insurance coverages shall not be less than the following:

A. Workers' Compensation

1. State worker's compensation statutory benefits
  2. Employer's Liability - policy limits of not less than \$1,000,000
- B. Comprehensive General Liability coverage with policy limits of not less than \$1,000,000 combined single limit for bodily injury and property damage and including coverage for the following:
1. Premises operations
  2. Contractual liability
  3. Products
  4. Completed operation
- C. Errors and omissions with policy limits of \$2,000,000.

12.04 If requested, certificates of insurance naming the City as an additional insured shall be submitted to the City evidencing the required coverages, limits and locations of operations to which the insurance applies, and the policies of insurance shall contain a 30 day notice of cancellation or non-renewal.

**Section 13 Permits/Licenses.**

The Consultant shall obtain any permits or licenses, as may be required for it to complete the Services required under this Agreement.

**Section 14 Binding Effect.**

- 14.01 A waiver or indulgence by the City of a breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.
- 14.02 All agreements contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein, and the remaining provisions of this Agreement shall not be affected by such determination and shall remain in full force and effect. This Agreement shall not fail because any part or any clause hereof shall be held indefinite or invalid.
- 14.03 Each party hereto represents and warrants that this Agreement has been duly authorized and executed by it and constitutes its valid and binding agreement, and that any governmental approvals necessary for the performance of this Agreement have been obtained.

**Section 15 Choice of Law.**

The validity, interpretation and construction of this Agreement and of each part hereof shall be governed by the laws of the State of California. Venue for any lawsuit concerning this Agreement is Orange County, California.

**Section 16 Conflict of Interest and Other Required Disclosures.**

Consultant covenants and agrees to provide to the City disclosures of material conflicts of interest and certain legal or disciplinary events required by Municipal Securities Rulemaking Board Rule G-42 (the "Disclosures"). The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein. The initial Disclosures are as set forth in Exhibit C to this Agreement.

**IN WITNESS** Whereof, the parties have duly executed this Agreement as of the day and year first above set forth.

**CITY OF RIALTO**

By: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FIELDMAN, ROLAPP & ASSOCIATES, INC.**  
19900 MacArthur Boulevard, Suite 1100  
Irvine, CA 92612

By:  \_\_\_\_\_ Title: Principal  
Date: June 9, 2017

**EXHIBIT A  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR  
BY AND BETWEEN  
THE CITY OF RIALTO  
AND  
FIELDMAN, ROLAPP & ASSOCIATES**

*Scope of Services*

**A. General Services.**

The Consultant shall perform all the duties and services described in Section 1 of this Agreement and shall provide such other services as it deems necessary or advisable to accomplish the Project, consistent with the standards and practice of professional financial advisors prevailing at the time such services are rendered to the City.

The City may, with the concurrence of Consultant, expand this Agreement to include Additional Services not specifically identified within the terms of this Agreement. Any Additional Services may be described in an addendum to this Exhibit A and are subject to compensation described in Exhibit B to this Agreement.

**B. CFD Formation Services.**

1. Assist the City in the establishment of new, or review of existing Local Agency Goals and Policies in order to look beyond the minimum requirements of the state statute; address broader policy issues; and use the Goals and Policies as a tool to educate policymakers and stakeholders about CFDs. We often present these to the City Council at a regular meeting or study session.
2. After the Goals and Policies have been adopted or updated, we would assist City staff, as needed, negotiate Development Agreement provisions related to any future CFD for services or facilities. Our experience in recent years is that Developers are trying to include into Development Agreements specific language to predetermine how the future services or facilities CFDs will be structured. In two cities recently, we found that the Development Agreements included specific CFD provisions such as:
  - Total Effective Tax Rate
  - Special Tax Escalator
  - Use of Pay-Go special tax payments to reimburse the Developer for infrastructure
  - Inclusion of Developer's Consultant costs as eligible expenses
  - Developer determines who will be the lead agency to form the CFD

As the City's Financial Advisor, we would review all CFD related terms included in a proposed Development Agreement to make sure they are consistent with the City's Goals and Policies and do not predetermine how the CFD will be structured in the future. If no Development Agreement is required, or one is already in place, we will skip this step.

3. Facilitate a required discussion of the business deal with the Developer formalized in the Acquisition Agreement to determine how to structure the CFD. It is our preference to develop a term sheet to outline the structuring issues for the CFD. The term sheet is then used to assist Bond Counsel in drafting the legal documents. We would assist in the development, review and finalization of a Deposit and Reimbursement Agreement to ensure all formation expenses are paid for by the Developer out of an up-front deposit.
4. To the extent that you have not already procured services we would take the lead in procuring the services of a Special Tax Consultant, Market Absorption Consultant, Appraiser, Underwriter and Trustee. We have sample RFPs that we can tailor specifically to the City's needs and lists of firms who provide these required services. We will work with you to make the selection process fit your procurement procedures. We would need to have further discussions to determine if the City has an existing Underwriting firm or whether the City would like us to procure the services of an Underwriting firm after the CFD is formed.
5. We would develop a schedule to guide the City through each CFD's formation process to establish the respective CFD and to sell CFD Bonds. We would need City staff, Bond Counsel, and the Developer's input before the schedule could be finalized.
6. We would schedule a kick-off meeting with the financing team to review the project, term sheet, and draft schedule. It is our recommendation to conduct an in-person kick-off meeting and to schedule follow-up conference calls with the financing team on a set day and time every three weeks. We would prepare conference call e-mail notices, conference call agendas and document follow-up action items.
7. In conjunction with City staff and Bond Counsel, we would review the Rate and Method of Apportionment (RMA) and Special Tax Pro-Forma prepared by the Special Tax Consultant. We would assist in the negotiations with the Developer to refine the RMA and Pro-forma into final form for Council approval and the vote of the property owner.
8. We would review all legal documents prepared by Bond Counsel related to the Resolutions of Intention to establish the CFD and the Resolutions of Formation to form the CFD and approve the CFD report. We would review the CFD Boundary Map, CFD ballots and Notice of Special Tax Liens.

**C. Transaction Services.**

The Consultant shall assume primary responsibility for assisting the City in coordinating the planning and execution of each debt issue relating to the Project. Insofar as the Consultant is providing Services which are rendered only to the City, the overall coordination of the financing shall be such as to minimize the costs of the transaction coincident with maximizing the City's financing flexibility and capital market access. The Consultant's proposed debt issuance Services may include, but shall not be limited to, the following:

- Assist the City establish the Financing Objectives
- Develop the Financing Schedule
- Monitor the Transaction Process
- Review the Official Statement, both preliminary and final
- Procure and Coordinate Additional Service Providers
- Provide Financial Advice to the City Related to Financing Documents
- Compute Sizing and Design Structure of the Debt Issue

- Plan and Schedule Rating Agency Presentation
- Conduct Credit Enhancement Procurement and Evaluation
- Conduct Market Analysis and Evaluate Timing of Market Entry
- Recommend Award of Debt Issuance
- Provide Pre-Closing and Closing Assistance

Specifically, Consultant will:

1. Assist the City establish the Financing Objectives.

At the onset of the financing transaction process for the Project, the Consultant shall review the City's financing needs and in conjunction with the City's management, outline the objectives of the financing transaction to be undertaken and its proposed form.

Unless previously determined, Consultant shall recommend the method of sale of debt and outline the steps required to achieve efficient market access.

2. Develop the Financing Timetable.

The Consultant shall take the lead role in preparing a schedule and detailed description of the interconnected responsibilities of each team member and update this schedule, with refinements, as necessary, as the work progresses.

3. Monitor the Transaction Process.

The Consultant shall have primary responsibility for the successful implementation of the financing strategy and timetable that is adopted for each debt issue relating to the Project. The Consultant shall coordinate (and assist, where appropriate) in the preparation of the legal and disclosure documents and shall monitor the progress of all activities leading to the sale of debt. The Consultant shall prepare the timetables and work schedules necessary to achieve this end in a timely, efficient and cost-effective manner and will coordinate and monitor the activities of all parties engaged in the financing transaction.

4. Review the Official Statement.

The Consultant shall review the official statement for each debt issue relating to the Project to insure that the City's official statement is compiled in a manner consistent with industry standards.

5. Procure and Coordinate Additional Service Providers.

Should the City desire, the Consultant may act as City's representative in procuring the services of financial printers for the official statement and related documents, and for the printing of any securities. In addition, the Consultant may act as the City's representative in procuring the services of trustees, paying agents, fiscal agents, feasibility consultants, redevelopment consultants, or escrow verification agents or other professionals, if the City directs.

6. Provide Financial Advice to the City Relating to Financing Documents.

Simultaneously with the review of official statements for each debt issue relating to the Project, the Consultant shall assist the managing underwriters, bond counsel and/or other legal advisors in the drafting of the respective financing resolutions, notices and other legal documents. In this regard, the Consultant shall monitor document preparation for a consistent and accurate presentation of the recommended business terms and financing structure of each debt issue relating to the Project, it being specifically understood however that the Consultant's services shall in no manner be construed as the Consultant engaging in the practice of law.

7. Compute Sizing and Design Structure of Debt Issue.

The Consultant shall work with the City's staff to design a financing structure for each debt issue relating to the Project that is consistent with the City's objectives, that coordinates each transaction with outstanding issues and that reflects current conditions in the capital markets.

8. Plan and Schedule Rating Agency Presentations.

The Consultant shall develop a plan for presenting the financing program to the rating agencies. The Consultant shall schedule rating agency visits, if appropriate, to assure the appropriate and most knowledgeable rating agency personnel are available for the presentation and will develop presentation materials and assist the City officials in preparing for the presentations.

9. Conduct Credit Enhancement Evaluation and Procurement.

Upon the City's direction, the Consultant will initiate discussions with bond insurers, letter of credit providers and vendors of other forms of credit enhancements to determine the availability of and cost benefit of securing financing credit support.

10. Conduct Market Analysis and Evaluate Timing of Market Entry.

The Consultant shall provide regular summaries of current municipal market conditions, trends in the market and how these may favorably or unfavorably affect the City's proposed financing.

a. Competitive Sales.

For all types of competitive sale of debt, the Consultant shall undertake such activities as are generally required for sale of securities by competitive bid including, but not limited to the following:

- Review and comment on terms of Notice of Sale Inviting Bids
- Provide advice on debt sale scheduling
- Provide advice on the use of electronic bidding systems
- Coordinate bid opening with the City officials
- Verify bids received and make recommendations for acceptance

- Provide confirmation of issue sizing, based upon actual bids received, where appropriate
- Coordinate closing arrangements with the successful bidder(s)

b. Negotiated Sales.

In the case of a negotiated sale of debt, the Consultant shall perform a thorough evaluation of market conditions preceding the negotiation of the terms of the sale of debt and will assist the City with the negotiation of final issue structure, interest rates, interest cost, reoffering terms and gross underwriting spread and provide a recommendation on acceptance or rejection of the offer to purchase the debt. This assistance and evaluation will focus on the following areas as determinants of interest cost:

- Size of financing
- Sources and uses of funds
- Terms and maturities of the debt issue
- Review of the rating in pricing of the debt issue
- Investment of debt issue proceeds
- Distribution mix among institutional and retail purchasers
- Interest rate, reoffering terms and underwriting discount with comparable issues
- Redemption provisions

11. Recommend Award of Debt Issuance.

Based upon activities outlined in Task 10(a) and 10(b) above, the Consultant will recommend accepting or rejecting offers to purchase the debt issue. If the City elects to award the debt issue, the Consultant will instruct all parties and help facilitate the actions required to formally consummate the award.

12. Provide Pre-Closing and Closing Activities.

The Consultant shall assist in arranging for the closing of each financing. The Consultant shall assist counsel in assuming responsibility for such arrangements as they are required, including arranging for or monitoring the progress of bond printing, qualification of issues for book-entry status, signing and final delivery of the securities and settlement of the costs of issuance.

**EXHIBIT B  
TO  
PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR  
BY AND BETWEEN  
THE CITY OF RIALTO  
AND  
FIELDMAN, ROLAPP & ASSOCIATES**

*Compensation and Expenses*

**Part 1: Fee for CFD Formation Services**

For Services referenced in Section 1 of this Agreement, for each contemplated CFD formation, the Consultant will be compensated on an hourly rate basis with a not-to exceed charge of \$30,000, except if the election ultimately authorizing issuance of bonds and special tax levy is not finally approved within nine (9) months of Project initiation, in which case the fee limitation may be increased.

**Hourly Compensation**

For Services and Additional Services referenced in Section 1 and Section 2 of this Agreement, including Services performed prior to the adoption by City Council of the Resolution of Formation, the Consultant will be compensated at the then current hourly rates. The table below reflects the rates in effect as of the date of execution of this Agreement.

<b><u>Personnel</u></b>	<b><u>Hourly Rate</u></b>
Executive Officer .....	\$345.00
Principal .....	\$315.00
Principal/Senior Vice President.....	\$295.00
Vice President .....	\$245.00
Assistant Vice President.....	\$210.00
Senior Associate .....	\$165.00
Associate .....	\$140.00
Analyst .....	\$95.00
Administrative Assistant .....	\$75.00
Clerical .....	\$45.00

Hourly Compensation will be billed on a monthly basis.

**Expenses pertaining to CFD Formation Services**

Expenses for each CFD formation will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference calls, and computer charges. Advances made on behalf of the City for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the City upon prior authorization.

**Part 2: Fee for Debt Issuance Services**

Financial Advisory Services performed pursuant to Section 1 of this Agreement, and as more fully described in the Scope of Services set forth in Exhibit A, will be billed for at the amounts set forth below for each series of CFD bonds being issued:

<u>Transaction Size</u>		<u>Fees</u>
\$1	to \$4,999,999	\$32,500
\$5,000,000	to \$9,999,999	\$35,000
\$10,000,000	to \$14,999,999	\$37,500
\$15,000,000	and above	to be negotiated

Payment of fees earned by Consultant pursuant to this Part 2 shall be contingent on, and payable at the closing of each debt issue(s) undertaken to finance the Project.

**Expenses pertaining to Debt Issuance Services**

Expenses for each CFD bond issue will be billed for separately and will cover, among other things, travel, lodging, subsistence, overnight courier, conference calls, and computer charges. Advances made on behalf of the City for costs of preparing, printing or distributing disclosure materials or related matter whether by postal services or electronic means, may also be billed through to the City upon prior authorization. Additionally, a surcharge of 6% of the compensation amount is added to verifiable out-of-pocket costs for recovery of costs such as telephone, postage, document reproduction and the like.

**Limiting Terms and Conditions**

The above compensation is based on completion of work orders as provided in the Agreement, and assumes that the City will provide all necessary information in a timely manner.

The fee shown above in Part 1 presumes attendance at up to 6 meetings in the City's offices or such other location within a 25-mile radius of the City place of business as the City may designate. Preparation for, and attendance at City Council meetings on any basis other than "by appointment" may be charged at our normal hourly rates as shown in Part 1, above.

**Abandonment**

If, once commenced, the services of the Consultant are terminated prior to completion of our final report for any reason, the Consultant will be compensated for professional services and reimbursed for expenses incurred through the time of receive notification of such termination at the standard hourly rates shown in Part 1 above.

**EXHIBIT C**  
**TO**  
**PROFESSIONAL SERVICES AGREEMENT FOR FINANCIAL ADVISOR**  
**BY AND BETWEEN**  
**THE CITY OF RIALTO**  
**AND**  
**FIELDMAN, ROLAPP & ASSOCIATES**

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to all material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable. With respect to all aspects of the relationship between Consultant and the City, Consultant adheres to its fiduciary duty to the City, which includes a duty of loyalty to the City in performing all municipal advisory activities for the City. The duty of loyalty obligates Consultant to deal honestly and with the utmost good faith with the City and to act in the City's best interest without regard to any interest Consultant has or may have. Consultant has a wide range of clients so our success and profitability are not dependent on maximizing short-term revenue generated from individual recommendations to our clients but is instead dependent on long-term profitability based on a foundation of integrity, quality and adherence to our fiduciary duty. Furthermore, Consultant's supervisory structure provides strong safeguards against individual representatives of Consultant violating their duty due to personal interests.

Consultant makes the following representations to the City with regard to the Services:

A. Other than the compensation described in this Agreement, we have no other interest, direct or indirect, that would interfere with or impair in any matter or degree the performance of our obligations. During our work on the Services, we do not intend to acquire or obtain any such interest, direct or indirect. If any such interest is acquired or obtained, we will immediately advise the City.

B. We have not provided any gift or consideration to any officer, employee or agent of the City to either obtain the Agreement or any assignment from the City, including the Services. Neither our firm, nor its officers or employees will provide any such gift or consideration to any officer, employee or agent of the City to influence decisions with regard to the Services or our obligations under the Agreement.

C. Our compensation for the Services related to the issuance of CFD Bonds is contingent on the completion of each financing. While this form of compensation is customary in the market for financial services to municipal entities, this may present conflict of interest as we would have an incentive to recommend to the City the Project even if it is unnecessary or provides insufficient benefit or advise the City to increase the size of the Project. This potential conflict is mitigated by Consultant's fiduciary duty to the City.

D. The City has employed and may employ Applied Best Practices LLC, an affiliated entity to us, with regard to the performance of its continuing disclosure. This relationship has the potential to result in a conflict of interest by creating an incentive for Consultant to recommend to the City a course of action that would increase the City's business activity with the affiliated entity or conversely that would discourage a course of action that would decrease the City's business activity with the affiliated entity. The conflict is mitigated by Consultant's fiduciary duty to the City. Moreover, if Consultant makes a recommendation that could influence the level of business with an affiliated entity, Consultant will consider

alternatives to the recommendation, which will be disclosed to the City. Moreover, the affiliated entities are each subject to regulation by the MSRB and the SEC.

### **Information Regarding Legal Events and Disciplinary Actions**

MSRB Rule G-42 requires that municipal advisors provide their clients disclosures of legal or disciplinary events material to the evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Consultant sets out required disclosures and related information below:

A. There are no legal or disciplinary events material to the City's evaluation of Consultant or the integrity of Consultant's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I with the Securities and Exchange Commission (the "SEC").

Consultant's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at:

<http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001612429>