

# Capital Markets Advisors, LLC

*Independent Financial Advisors*

## FINANCIAL ADVISORY SERVICES AGREEMENT

This Agreement has been entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the City of Glen Cove, New York ("Client") and Capital Markets Advisors, LLC ("Advisor"), a limited liability company created under the laws of the State of New York and having its principal place of business at One Great Neck Road, Suite 1, Great Neck, New York 11021.

### **Section 1 Financial Advisory Services**

Advisor will provide the following services in connection with bond and note financings (the "Issue"), undertaken by Client during the term of this Agreement.

- 1.01 Review legal, financial, economic and other information necessary for Advisor to advise Client in planning, structuring and otherwise completing each Issue to be undertaken by Client.
- 1.02 Prepare a plan of financing which will include Advisor's analysis and recommendations to Client regarding funding requirements, structuring alternatives, marketing, method of sale (competitive, negotiated or private placement), security features, call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which Client and Advisor agree should be included in the plan of financing.
- 1.03 Prepare or assist in the preparation of financing documents, as required by Client, including but not limited to: term sheet, official statement, notice of sale and bid sheet, request for a credit rating, request for municipal bond insurance, DTC Letter of Representations, and pre-sale or post-sale analysis.
- 1.04 Upon the request of Client, Advisor will assist Client in the selection of other service providers necessary to conduct each Issue including but not limited to bond counsel, rating agencies, bond insurers, underwriters, trustee and financial printer, if appropriate.
- 1.05 Prepare and maintain a financing schedule, cost of issue budget, list of participants, and take such other actions requested by Client to efficiently manage each Issue in order to meet Client's objectives.
- 1.06 Participate in the sale of the debt, confirm net interest cost calculation and verify underwriter's compensation.
- 1.07 Assist Client with the delivery of proceeds of each Issue, payment of issuance costs and other matters related to closing each Issue.
- 1.08 Assist with the closing of the Issue and verify receipt of Issue proceeds.

### **Section 2 Compensation**

- 2.01 For Advisor's performance of services on behalf of Client as described in sections 1.01 through 1.08 hereof, Advisor's compensation will be as follows:

For competitively sold bond issues a base fee of \$6,750 plus \$.50 per each \$1,000 of bonds issued and for competitively sold note issues, a base fee of \$3,600 plus \$.25 per each \$1,000 of notes issued.

- 2.02 For advisory services unrelated to a note or bond financing, Advisor will be compensated on an hourly basis at a rate of \$160 per hour.

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- 2.03 Client will pay normal issuance costs such as printing, postage, photocopying, travel, bond counsel, rating agency fees and other associated expenses.
- 2.04 Payment of Advisor's compensation for a financing is due within 30 days of receipt of Advisor's invoice following the closing of the financing.

### **Section 3 Term of Agreement**

The term of this Agreement shall be for two (2) years from the date hereof.

### **Section 4 Disclosure**

Advisor does not assume the responsibilities of Client, nor the responsibilities of the other professionals and vendors representing Client, in the provision of services and the preparation of financing documents for financings under this agreement. Advisor accepts the relationship of trust and confidence established between it and the Client. Advisor agrees to furnish its best skill and judgment in the performance of its services in the most expeditious and economical manner consistent with the interests of the Client. Information obtained by the Advisor, either through its own efforts or provided by the Client, included in the financing documents, or otherwise provided to the Client, is by reason of experience and professional judgment, believed to be accurate; however, such information is not guaranteed by the Advisor. However, nothing in this paragraph shall relieve Advisor from liability due to negligence or want of due diligence in the performance of its services.

### **Section 5 Binding Effect**

All agreements and covenants 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 remain in full force and effect. 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 any governmental approvals necessary for the performance of this agreement have been obtained.

### **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 in writing by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth on the first page hereof.

Capital Markets Advisors, LLC

City of Glen Cove



Richard R. Tortora  
President

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

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