CITY OF MARGATE, FL AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into as of the 21st day of February 2024, by and between the CITY OF MARGATE (the "CITY") and ESTRADA HINOJOSA & COMPANY, INC., a Texas corporation which is authorized to do business in Florida, (the "MUNICIPAL ADVISOR").

RECITALS:

The CITY wants to engage the MUNICIPAL ADVISOR to perform certain professional services for the CITY, consisting of the services described herein and any necessary financial advisory services related to the potential authorization and issuance of indebtedness as required by the CITY as specifically described below (the "Specified Services"). The MUNICIPAL ADVISOR wants to provide such Specified Services.

In consideration of the mutual covenants set forth in this Agreement, the parties agree as follows:

1. <u>SCOPE OF SERVICES</u>

A. The MUNICIPAL ADVISOR agrees to provide the Specified Services upon written request from the CITY MANAGER. The MUNICIPAL ADVISOR shall provide the Specified Services as an independent contractor for the CITY.

B. The Specified Services to be provided by MUNICIPAL ADVISOR shall include, but not be limited to each of the financial advisory tasks, including both planning and transactional services, as applicable, which are set forth in the Specified Services list, a copy of which is attached hereto and

incorporated herein as Exhibit A.

C. The MUNICIPAL ADVISOR shall regularly provide status reports to the CITY, as requested by the CITY MANAGER.

2. <u>FEES FOR SERVICES</u>

A. The MUNICIPAL ADVISOR agrees to charge the CITY for the performance of the Specified Services which are provided by MUNICIPAL ADVISOR, in accordance with the fee schedule which is set forth in Exhibit B, a copy of which is attached hereto and incorporated herein, plus reasonable and necessary costs as approved by the CITY MANAGER.

B. Except as otherwise provided in Exhibit B as to costs and fees for specific debt issuance transactions, any additional fees and costs shall be invoiced in the month following performance of service and expenditure of costs by MUNICIPAL ADVISOR, pursuant to advance written work authorizations from the CITY MANAGER. The work authorizations shall describe the specific requested work tasks, the applicable fees and the estimated costs. Other than the services covered by the Agreement, no work shall be undertaken by MUNICIPAL ADVISOR unless authorized in writing by the CITY MANAGER pursuant to a work authorization.

C. Invoices shall also reflect a record of time expended by MUNICIPAL ADVISOR in providing the Specified Services, for CITY's information and for those services which are provided at hourly billing rates.

3. <u>TERM</u>

The duration of the term of this Agreement shall commence on February 21, 2024, and shall terminate on February 23, 2025, unless further extended by the mutual written consent of the MUNICIPAL ADVISOR

and CITY MANAGER or earlier terminated pursuant to Section 6. The CITY MANAGER shall be authorized to renew the Agreement on behalf of the CITY for additional work, as authorized by CITY MANAGER, subject to applicable CITY budget appropriations.

4. <u>ASSIGNMENT</u>

This Agreement involves skilled professional services and shall not be assignable by the MUNICIPAL ADVISOR.

5. PROHIBITION AGAINST CONTINGENT FEES; OTHER MATTERS

The MUNICIPAL ADVISOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the MUNICIPAL ADVISOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the MUNICIPAL ADVISOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

6. <u>TERMINATION</u>

This Agreement may be terminated by the CITY upon thirty (30) days written notice with or without cause and by the MUNICIPAL ADVISOR upon thirty (30) days written notice with or without cause.

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If this Agreement is terminated, the MUNICIPAL ADVISOR shall be paid in accordance with the provisions of Paragraph 2 above, for all acceptable work performed up to the date of termination.

7. NONEXCLUSIVE AGREEMENT

The services to be provided by the MUNICIPAL ADVISOR pursuant to this Agreement shall be nonexclusive and nothing herein shall preclude the CITY from engaging other firms to perform the same or similar services for the benefit of the CITY within the CITY's sole and absolute discretion.

8. <u>RECORDS</u>

All original reports, documents, analysis and materials (the "Materials") that result from the MUNICIPAL ADVISOR providing Specified Services shall be the property of the CITY. Upon termination of this Agreement or upon request of the CITY during the term of this Agreement, any and all such Materials shall be delivered to the CITY by the MUNICIPAL ADVISOR.

9. <u>ENTIRE AGREEMENT</u>

The parties hereby agree that this is the entire agreement between the parties. This Agreement cannot be amended or modified without the express written consent of the parties. The CITY MANAGER shall act for CITY hereunder, subject to review and approval of such written consent by the CITY Attorney as to form and legalsufficiency.

10. WARRANTIES OF MUNICIPAL ADVISOR

A. The MUNICIPAL ADVISOR hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits

required under Federal, State and local laws necessary to perform the Specified Services and will timely file all required reports.

 B. B. The MUNICIPAL ADVISOR shall exercise the same degree of care, skill and diligence in the performance of the Specified Services as is ordinarily provided by a consultant under similar circumstances.

11. INSURANCE

A. The MUNICIPAL ADVISOR shall at all times carry comprehensive general liability and contractual liability insurance, workers' compensation insurance (if applicable), and automotive liability insurance, with minimum policy limits for each coverage in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence, combined single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage (if applicable) shall be as provided by Chapter 440, Fla. Stat. The CITY shall be named as an additional insured on all the above insurance policies, to the extent permitted by law. Each insurance policy shall state that it is not subject to cancellation or reduction in coverage without written notice to the CITY 30 days prior to the effective date of cancellation or reduction of coverage.

B. The MUNICIPAL ADVISOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the MUNICIPAL ADVISOR and persons employed or utilized by the MUNICIPAL ADVISOR in the performance of the Agreement.

12. <u>PUBLIC RECORDS</u>

1. The City of Margate is a public agency subject to Chapter 119, Florida Statutes. The MUNICIPAL ADVISOR shall comply with Florida's Public Records Law. Specifically, the MUNICIPAL ADVISOR shall:

a) Upon completion of the project, the MUNICIPAL ADVISOR must retain and maintain all records pertaining to the services and the contract for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then MUNICIPAL ADVISOR shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals. Upon completion of this retention period, MUNICIPAL ADVISOR shall, at no cost to the City, transfer all public records in possession of the MUNICIPAL ADVISOR, or keep and maintain public records required by the City to perform the service. If the MUNICIPAL ADVISOR transfers all public records to the City upon completion of the retention period, the MUNICIPAL ADVISOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the MUNICIPAL ADVISOR keeps and maintains public records upon completion of the retention period, the MUNICIPAL ADVISOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City. This requirement applies to the prime MUNICIPAL ADVISOR and all sub-contractor's project records. However, it is the responsibility of the prime MUNICIPAL ADVISOR to provide all of the records, both for the prime MUNICIPAL ADVISOR and sub-contractor's records.

b) Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the MUNICIPAL ADVISOR does not transfer the records to the City.

2. During the term of the contract, the MUNICIPAL ADVISOR shall maintain all books, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The MUNICIPAL ADVISOR agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

IF THE MUNICIPAL ADVISOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MUNICIPAL ADVISOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone number: (954) 972-6454 E-mail address: recordsmanagement@margatefl.com Mailing address: 5790 Margate Boulevard Margate, FL 33063

13. SCRUTINIZED COMPANIES

In accordance with s. 287.135, Florida Statutes, as amended, a company is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

b. One million dollars or more, if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

i. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.73, Florida Statutes; or

ii. Is engaged in business operations in Syria.

c. By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria. d. The City shall reserve the right to terminate any contract resulting from this solicitation if the awarded MUNICIPAL ADVISOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

14. PUBLIC ENTITY CRIMES AFFIDAVIT

MUNICIPAL ADVISOR shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

15. NOTICES

All notices and communications to the CITY or MUNICIPAL ADVISOR shall be in writing by mail, email or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

CITY:	Cale Curtis City Manager City of Margate 5790 Margate Boulevard Margate, FL 33063
With a copy to:	City Attorneys
Municipal Advisor:	Estrada Hinojosa & Company, Inc. 55 Merrick Way, Suite 216 Miami, FL 33134 Attention: Lourdes Reyes Abadin abadin@ehmuni.com
	Estrada Hinojosa & Company, Inc. 600 N. Pearl Street, Suite 2100 South Tower Dallas, TX 75201 Attention: Belinda Garza

bgarza@ehmuni.com

16. VENUE AND GOVERNING LAW

This agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be litigated only in the courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

MUNICIPAL ADVISOR:

ESTRADA HINOJOSA & COMPANY, INC.

fourdes k By:

Lourdes Reyes Abadin Title: Senior Managing Director

CITY:

CITY OF MARGATE 5790 Margate Boulevard MARGATE, FL 33063

By:

Cale Curtis CITY Manager

Attest:

Corporate Secretary

Attest:

CITY Clerk

Approved as to Form and Legal Sufficiency:

By:___

CITY Attorney

EXHIBIT A

SPECIFIED SERVICES TO BE PROVIDED BY MUNICIPAL ADVISOR

A1. Evaluation and Planning Services

- 1. Municipal Advisor will work closely with the finance professionals of the CITY to assist with any other non-transaction financial advisory services as requested and pre-approved by the CITY, on an hourly basis per Exhibit B. Section A.
- 2. Municipal Advisor will assist with analyzing the financial impact of the financing mechanisms. This analysis will include how the issuance of additional debt will impact current revenue streams, anti-dilution tests, debt service coverage ratios, and future debt flexibility for the City. These services will be included in the fees on schedule in Exhibit B, Section B if directly related to a transaction in process.
- 3. Municipal Advisor will assist the CITY with the preparation of any upcoming financings. These services will be included in the fees on schedule in Exhibit B, Section B if directly related to a transaction in process.
- 4. Develop and adopt a formal debt management policy on an hourly basis per fee schedule in Exhibit B., Section A.

A2. Transaction Execution Services

- 1. Municipal Advisor will attend any and all meetings of governing body of the CITY, its staff, representatives or committees as requested by the CITY, at all times when Municipal Advisor may be of assistance or service and the subject of financing is to be discussed pertaining to a bond issue.
- 2. Municipal Advisor will advise the CITY and its staff of changes, proposed or enacted, in Federal and State laws and regulations which would affect the municipal bondmarket.
- 3. Municipal Advisor will work with the CITY, its staff and any Municipal Advisors employed by the CITY in developing financial feasibility studies and analyzing alternative financing plans.
- 4. Municipal Advisor will conduct a survey of the financial resources of the CITY to determine the extent of its capacity to authorize, issue and service debt. This survey will include an analysis of existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, will include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the CITY. In the event revenues of existing or projected facilities operated by the CITY are to be pledged to repayment of the Debt Instruments then under consideration, the survey will take into account any outstanding indebtedness payable from the revenues thereof, additional revenues, as projected by consulting engineers employed by the CITY, resulting from improvements to be financed by the Debt Instruments

under consideration. Municipal Advisor will also take into account future financing needs and operations as projected by the CITY's staff and consulting engineers or other experts, if any, employed by the CITY.

- 5. On the basis of the information developed by the survey described above, and other information and experience available to Municipal Advisor, Municipal Advisor will submit to the CITY its recommendations on the Debt Instruments under consideration including such elements as the date of issue, interest payment dates, schedule of principal maturities, portions of prior payment, security provisions, and any other additional provisions designed to make the issue attractive to investors. All recommendations will be based upon its professional judgment with the goal of designing Debt Instruments which can be sold under terms most advantageous to the CITY and at the lowest interest cost consistent with all other considerations.
- 6. Municipal Advisor will advise the CITY of current bond market conditions, forthcoming bond issues and other general information and economic data which might normally be expected to influence interest rates or bidding conditions so that the date of sale of the Debt Instruments may be set at a time which, in Municipal Advisor's opinion, will be favorable.
- 7. Municipal Advisor understands the CITY has retained, or will retain, firms of municipal bond attorneys (the "Bond Counsel") whose fees will be paid by the CITY. In the event it is necessary to hold an election to authorize the Debt Instruments then under consideration, Municipal Advisor will assist in coordinating the assembly and transmittal to Bond Counsel of such data as may be required for the preparation of necessary petitions, orders, resolutions, ordinances, notices, and certificates in connection with the election.
- 8. Under the direction of the City Manager and Finance Director we will evaluate and make recommendations when and if appropriate regarding the necessary professionals to complete the financing team including, but not limited to the underwriting syndicate, bond counsel, disclosure counsel, printer, rating agencies, credit enhancer, trustee, paying agent, continuing disclosure services, etc.).
- 9. Municipal Advisor will recommend the method of sale of the Debt Instruments that, in its opinion, is in the best interest of the CITY and will proceed, as directed by the CITY, with one of the following methods:
 - **a.** <u>Competitive Sale</u>: Municipal Advisor will advise the Issuer regarding the sale of the Debt Instrument whereby we coordinate the submission of competitive bids from prospective buyers for the Debt Instruments in accordance with established procedures.
 - **b.** <u>Negotiated Sale</u>: Municipal Advisor will recommend one or more investment banking firms as managers of an underwriting syndicate for the purposes of negotiating the purchase of Debt Instruments and in no event will Municipal Advisor participate either directly or indirectly in the underwriting of the Debt Instruments. Municipal Advisor will collaborate with any senior managing underwriter selected and Counsel to the underwriters in the preparation of the Official Statement or Offering Memorandum. Municipal Advisor will cooperate with the underwriters in obtaining any Blue Sky Memorandum and Legal Investment Survey, preparing the Bond Purchase Contract, Underwriters' Agreement and any other related documents. The costs thereof, including

the printing of the documents, will be paid by the underwriters.

10. Subject to the approval of the CITY, Municipal Advisor will organize and make arrangements for such information meetings as, in its judgment, may be necessary.

EXHIBIT B

FEE SCHEDULE

In consideration for the services rendered by Estrada Hinojosa, our fee for financial advisor services will be as follows:

A. **Evaluation and Planning Services (Exhibit A1)** - The Hourly Fees listed below would apply to the services rendered as described in A1. Exhibit "A."

Hourly Fees:

Principal / Senior Bankers	\$325 per hour
Associates	\$275 per hour
Administrative	\$ 85 per hour

B. **Transaction Execution Services (Exhibit A2)** - If the City proceeds with a Financing Transaction (Water and Wastewater Utility Revenue Bonds, Series 2024), the fee for Municipal Advisor services provided hereunder shall be a minimum of \$35,000 for the first \$20,000,000 in par amount of bonds, and an additional \$1.50 per \$1,000 of bonds thereafter. With the prior approval of the City, Municipal Advisor retains the right to seek reimbursement for technical quantitative services, the acquisition of open market securities for any escrow, the preparation of disclosure documents required to offer the City's securities, and direct out of pocket expenses incurred in the course of performing these duties. It is estimated that the Municipal Advisor Fee for a \$60,000,000 bond issue will be \$95,000 under this agreement plus a \$7,500 technical quantitative services fee.

DISCLOSURE STATEMENT REQUIRED

BY

MUNICIPAL SECURITIES RULEMAKING BOARD

This Disclosure Statement is provided by Estrada Hinojosa & Co., Inc. ("Municipal Advisor") to the CITY of MARGATE ("Client") in connection with the Municipal Advisor Engagement contract to which this disclosure document pertains (the "Agreement") and is dated as of the same date as the Agreement. This Disclosure Statement provides information regarding conflicts of interest pursuant to MSRB Rule G-42(b) and the events required to be disclosed to Client pursuant to MSRB Rule G-42 (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 <u>actual or potential</u> material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, Municipal Advisor makes the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how Municipal Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Municipal Advisor mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates Municipal Advisor to deal honestly and with the utmost good faith with Client and to act in Client's best interests without regard to Municipal Advisor's financial or other interests.

In addition, because Municipal Advisor is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of Municipal Advisor is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service, and strict adherence to its fiduciary duty. Furthermore, Municipal Advisor's supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Municipal Advisor potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- 1. **Compensation-Based Conflicts.** If fees due under this Agreement are partially based on the size of a bond Issue and contingent upon the delivery of the bonds, this form of compensation has the potential to create a conflict of interest. While customary in the municipal securities market, the potential conflict of interest arises from the incentive for a Municipal Advisor to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.
- 2. Other Municipal Advisor or Underwriting Relationships. Municipal Advisor serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, Municipal Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a duty to such other clients just as it does to Client under this Agreement. These other clients may, from time to time and depending

on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering.

In acting in the interests of its various clients, Municipal Advisor could potentially face a conflict of interest arising from these competing client interests. In other cases (such as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities), the interests of Municipal Advisor to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that Municipal Advisor serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair Municipal Advisor's ability to fulfill its duties to Client.

3. **Broker-Dealer Business**. Municipal Advisor is a broker-dealer that provides underwriting services to its clients, in addition to serving as a municipal advisor. Such underwriting activities may be undertaken on behalf of, or as counterparty to, current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for Municipal Advisor to make recommendations to Client that could result in more advantageous pricing for the other clients. Any potential conflict arising from Municipal Advisor effecting or otherwise assisting such other clients in connection with underwriting transactions is mitigated by means of such activities being engaged in on customary terms under an active and long-standing regulatory structure, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by Municipal Advisor to Client under this Agreement.

At this time, there are no *actual* material conflicts of interest known to Municipal Advisor in connection with the current Agreement. Municipal Advisor has listed the *potential* conflicts of interest to comply with MSRB Rule G-42.

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. The following legal or disciplinary events may be material to Client's evaluation of Municipal Advisor or the integrity of Municipal Advisor's management or advisory personnel:

- 1. In March 2012, the Municipal Advisor paid a \$10,000 fine to settle a FINRA enforcement matter arising from the late filing of Final Official Statements.
- 2. In July 2015, the Municipal Advisor paid a \$17,500 fine to settle a FINRA enforcement matter arising from the late and/or inaccurate reporting of municipal bond trades.
- 3. In September 2015, the Municipal Advisor settled an enforcement action brought by the United States Securities and Exchange Commission as a result of their Municipal Continuing Disclosure Initiative (MCDC). As part of the settlement, the Municipal Advisor paid a \$40,000 fine.

A full report of the Municipal Advisor's disciplinary history, including the events summarized above, can be found on the Municipal Advisor's Form MA and Form MA-I filings. These filings are available online in the EDGAR database maintained by the United States Securities and Exchange Commission at this location: <u>https://www.sec.gov/cgi-bin/browse-</u>

edgar?company=estrada+hinojosa&owner=exclude&action=getcompany

The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Municipal Advisor in its capacity as a broker-dealer on Form BD or Form U4 as applicable. The disclosures filed on Form MA and Form MA-I were all filed on Form BD or U4 for the applicable event. Detailed information provided by Municipal Advisor on Form BD or Form U4 is publicly accessible through reports generated by FINRA's BrokerCheck at <u>http://brokercheck.finra.org</u>. For purposes of accessing such BrokerCheck reports, Municipal Advisor's CRD number is 19299.

The disclosure items listed above were all related to the Underwriting business segment of Estrada Hinojosa & Co., Inc.; not from any activity relating to our Municipal Advisory business segment. The events themselves were technical in nature and did not involve any investor harm or market disruption. The Municipal Advisor last materially updated Form MA on September 1, 2016.

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.

Sincerely,

Estrada Hinojosa + Company, Inc.

Estrada Hinojosa & Company, Inc.

NOTIFICATION REQUIRED BY MUNICIPAL SECURITIES RULE MAKING BOARD RULE G-10 INVESTOR EDUCATION AND PROTECTION

The rule referred to requires us to provide you with information related to municipal advisory services provided by Estrada Hinojosa & Co., Inc. ("EH"). Please note that EH is registered with the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). As such, EH is subject to the regulations and rules established by the SEC and MSRB which apply to municipal advisory activities.

The website for the SEC is <u>www.sec.gov</u> and the website for the MSRB is <u>www.msrb.org</u>. In addition to having educational materials about the municipal securities market, the MSRB website has an investor brochure that describes the protections that may be provided by the MSRB Rules and how to file a complaint against EH or an EH representative with the FINRA Investor Complaint Center.