



September 29, 2025

## ADDENDUM

Mr. Steven Barlow  
Director of Finance / Treasurer  
Town of Vienna  
127 Center Street South  
Vienna, VA 22180

Dear Mr. Barlow,

Davenport & Company LLC ("Davenport") is pleased to provide this proposed Addendum to our Financial Advisory Agreement dated August 10, 2015 for the Town of Vienna, Virginia (the "Town"). The proposed Scope of Services herein relates to financial advisory services for the Town's upcoming competitive public bond sale to finance various capital projects.

### **I. Scope of Services**

As the Town's Financial Advisor, Davenport would be responsible for coordinating all aspects of the Town's upcoming competitive public bond sale. The scope of services for the competitive bond sale is expected to include:

- a. Establish a financing schedule for the bond issuance;
- b. Review ordinance and attend public hearing;
- c. Review of bond documents, including offering document, as they relate to financial terms and details of the Bonds.
- d. Prepare a presentation that provides an overview of the Town's current ratings with Moody's and S&P in preparation for the rating calls;
- e. Provide the Town with a presentation template and assist with drafting and finalizing a credit presentation for the rating calls;
- f. Arrange and attend rating calls held at Town Hall, including a separate practice session in preparation for the rating calls;
- g. Assist with bond pricing and present bond sale results to the Mayor and Council; and
- h. Review closing documentation and prepare closing memo for the bond issuance.

### **II. Compensation**

The basis of compensation for the proposed Scope of Services, as described above, will be a not-to-exceed flat fee of \$100,000. In addition, Davenport will charge an additional fee equal to four percent (4%) of the flat fee amount. Davenport also seeks reimbursement for our out-of-pocket expenses such as meals, mileage, and lodging, which are billed at cost with no markup.

*Please proceed to the following page.*

### III. Termination

The Town or Davenport may terminate this Agreement at any time upon thirty (30) days' notice without cause. If any party terminates this agreement as set forth above, it is understood and agreed that the only amount due to Davenport will be for services provided and expenses incurred through the date of termination.

Sincerely

Accepted By:



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David Rose  
Senior Vice President and  
Manager of Public Finance  
Davenport & Company LLC

