

## ADDENDUM TO MUNICIPAL ADVISORY AGREEMENT

### Addendum 3

#### 1. Purpose

This Addendum 3 to the Municipal Advisory Agreement dated June 1, 2020 between the City of Coalinga (hereafter, "CLIENT") and Wulff, Hansen & Co. (hereafter, "Municipal Advisor") specifies and describes specific municipal advisory services to be performed by Municipal Advisor under that Agreement.

#### 2. Services

##### 2.1 Scope of Services

Municipal Advisor will provide the following services to CLIENT pursuant to this Addendum:

##### General Municipal Advisory Services

1. Advise and consult relative to outstanding Bond issues and other financing obligations of the City. Advice will include but not be limited to continuing disclosure requirements, rating agency follow up, restructuring or modification of existing documents, participating in follow up contact with existing holders of bonds, private placements, leases or other previously issued financing obligation, trustees, escrow agents, bond and disclosure counsels and other consultants involved in the financings;
2. Review and comment on City projects requiring financing including preliminary structure advice prior to commencement of any procedures leading to the issuing of such financing;
3. Advise the City at the request of staff, the Council or other consultants on matters within the purview of Advisor's expertise.

##### 2.2 Limitations on Scope of Services

The services to be provided by Municipal Advisor to CLIENT pursuant to this Addendum are subject to the following limitations in addition to those described in the Agreement.

This Addendum does not include transaction-specific advice that may be required for execution and completion of any potential new financing. Any such advice will be provided under a separate Addendum specific to the financing in question.

#### 3. Termination

The provisions of this Addendum 3 shall terminate and thereafter be null and void upon December 31, 2022. This Addendum 3] may only be extended by a written agreement between CLIENT and Wulff, Hansen & Co.

#### 4. Fees

With regard to Services to be provided by Municipal Adviser under this Addendum 3, Municipal Advisor shall be compensated as follows:

A fee of \$300.00 per hour capped at an estimated a not-to-exceed amount specified in a writing provided to City upon request for services relating to a specific project. Fees will be billed on a monthly basis as needed.

**5. Conflicts of Interest**

Municipal Advisor is not aware of any additional material conflicts of interest to which it is subject in the context of this Addendum 3 other than those previously disclosed to CLIENT in connection with the Agreement.

Approved:  
City of Coalinga

/s/ \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

Date:

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Approved:  
Wulff, Hansen & Co.

/s/ *Chris Charles* \_\_\_\_\_

Chris Charles, President

Date: August 11, 2020

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