

**2018-2019
AGREEMENT
for
CONTINUING DISCLOSURE AGENT SERVICES
and appointment as
INDEPENDENT REGISTERED MUNICIPAL ADVISOR**

THIS AGREEMENT, made and entered into on this _____ day of _____, 20__ ("Agreement") by and between the Green Township School District, 69 Mackerley Road, PO Box 14, Sussex, NJ 07839 (hereinafter referred to as the "Issuer"), and Phoenix Advisors, LLC, 4 West Park Street, Bordentown, NJ 08505 ("Phoenix Advisors").

WITNESSETH:

WHEREAS, the Issuer has heretofore agreed through the execution of Continuing Disclosure Agreements ("CDAs") in connection with one or more bond issuances to provide certain financial and other information and notices, within specified timeframes, in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

WHEREAS, but for the execution of the CDAs, the underwriter of such bonds would be prohibited from purchasing the bonds of the Issuer; and

WHEREAS, in order to ascertain its compliance with various CDAs executed in conjunction with the issuance of bonds, the Issuer must identify the requirements stipulated in those various CDAs and compare those requirements with its filings and correct any deficiencies; and

WHEREAS, rules and regulations promulgated by the Securities & Exchange Commission ("SEC") restrict the provision of advice concerning the issuance of municipal debt to those that are appropriately registered with the SEC; and

WHEREAS, it is beneficial to retain the assistance of appropriately registered experts in the field of municipal bond finance, with knowledge and experience in these matters, to assist in assuring compliance with CDAs and to stand ready to provide advice as needed with the issuance of municipal debt as Independent Registered Municipal Advisor; and

WHEREAS, Phoenix Advisors provides such Continuing Disclosure services and is an independent registered municipal advisor under the SEC regulations and has heretofore been appointed by the Issuer to provide the same until the expiration of this Agreement, as defined in Section 3 herein; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:

Section 1. Phoenix Advisors, exercising its duties of care and loyalty, will perform, inter alia, the tasks described in the Scopes of Services summarized and attached hereto.

Section 2. The Issuer will compensate Phoenix Advisors for services provided in accordance with this agreement, as more particularly set forth below:

Continuing Disclosure Agent Service:

\$850 – Base fee
\$200 initial setup fee for each new bond issue set up during the year. The setup fee will be invoiced at the time the new bonds are issued.

Independent Registered Municipal Advisor

There is **no separate fee** charged by Phoenix Advisors for being designated as your Independent Registered Municipal Advisor (IRMA). As your IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, preliminarily review financing proposals, or prepare preliminary project analyses.

A separate addendum to this Agreement will be provided for your acknowledgement, if you choose to have Phoenix Advisors involved in a debt issuance or to undertake an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance. Our goal is to be available to you and to add value when you need our expertise.

Section 3. This Agreement, as to Continuing Disclosure Agent services and Municipal Advisor services, is subject to annual renewal.

Section 4. This Agreement may be terminated by the Issuer or Phoenix Advisors, upon giving thirty (30) days prior written notice.

Section 5. This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Issuer and Phoenix Advisors have caused this Agreement to be duly executed by their authorized representatives as of the day and year first above written.

Green Township School District
By: _____
Name: Sallyann McCarty
Title Business Administrator

PHOENIX ADVISORS, LLC
By: 
Name: David B. Thompson
Title Chief Executive Officer