



NOTICE

Important Amendment to SEC Rule 15c2-12

As your Continuing Disclosure Agent, Phoenix Advisors, LLC, is required to make you aware of a recent amendment to Rule 15c 2-12 adopted by the Securities and Exchange Commission (the "SEC"). The amendment adds two additional Material Events ("Events") to the current list of Events. The amendment becomes effective February 27, 2019.

What are the New Events

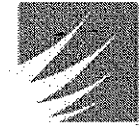
1. *Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and*

2. *Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.*

What This Means to You

The SEC requires a notice to be posted within 10 days of the occurrence of any of the Events listed under the Rule. **If you are to remain compliant and provide the market with up-to-date information, you must make Phoenix Advisors aware of any financial obligation you undertake so that the appropriate posting to EMMA is made in a timely manner. The new obligations, which must be posted, include, but may not be limited to, a:**

- Bond Anticipation Note or any Short-Term Note Borrowing
- NJIB Financing
- Loan, Bond, or Lease Agreement with an Improvement Authority
- Lease Transaction
- Private or Direct Placement of Debt with a Bank or other lender
- USDA Loan



What Phoenix Advisors Will Do for You

Because we want you to be compliant Phoenix Advisors is proactive in providing your information to the marketplace. Our proactive approach distinguishes us from others offering similar services. The language included in the new Event requirements speaks to “material” obligations. However, as we all saw in 2014 during the SEC’s MCDC Initiative, the SEC would not opine on what was, or was not, “material”. Without a definition of “material” from the SEC, the market has insisted on full and complete disclosure.

Our approach will be to post an Event notice on all financial obligations undertaken by our clients, along with the appropriate and required details of any obligation incurred but issued without an Official Statement.

What We Must Do Together

If we are involved and working with you as your Municipal Advisor on your transaction, you can be assured the appropriate documents will be posted to EMMA on a timely basis.

However, if we are not serving as your Municipal Advisor of a transaction, the onus is on you and those working with you on your transaction to inform us of any borrowing or financial obligation such as those listed above. Many of the kinds of financial obligations covered by the change in the SEC regulations are not knowable to us without your cooperation, especially within the stipulated timeframe. You should consider asking your Bond Counsel to assist you by adding Phoenix Advisors to their distribution of documents. We understand that Bond Counsel may not be involved in every such transaction, so in the final analysis, if you are to remain in compliance, it will be up to you to loop us in.

Phoenix Advisors will endeavor to help you to be in full compliance with all your current and future Secondary Market Agreements. The new Events added by the SEC are burdensome, but with your cooperation we can meet the challenge.

As a result of the added work required by the changes to Rule 15c2-12 you’ll note a modest fee increase in your 2019 Continuing Disclosure Agreement for the added work needed to track, monitor, and post documents. If you have questions, or need more information, please call **609.291.0130** to speak with one of our Advisors.



March 8, 2019

Michael Falkowski, Business Administrator
Clinton Township School District
128 Cokesbury Road
Lebanon, NJ 08833

Thank you for recognizing the importance of sound financial disclosure practices, and for choosing Phoenix Advisors to attend to your continuing disclosure requirements.

Timely and complete secondary market disclosure on a continuing basis is not simply a regulatory requirement. It provides the marketplace with financial information concerning the operating condition of an issuer over time, and about specific events occurring after issuance. It is an effective way to put forth to the marketplace an accurate picture of your financial health.

The process of monitoring, collecting, assembling, filing, and recording, your documents and information is now more complex due to the amendment to SEC Rule 15c2-12. However, it is one at which Phoenix Advisors is expert, and we are honored that you entrust this responsibility to us. We have not increased our fees for the past 3 years. You will note there is a modest fee increase in the new Agreement.

By renewing your agreement with Phoenix Advisors as your Continuing Disclosure Agent and Independent Registered Municipal Advisors, you can be assured of your continued compliance with your disclosure requirements and having us as your on-hand resource for your municipal finance needs.

Please sign and return your 2019 Agreement at your earliest convenience. You can call us at 609.291.0130 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "David B. Thompson".

David B. Thompson, CEO



**2019-2020
AGREEMENT FOR**

**CONTINUING DISCLOSURE AND
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

THIS AGREEMENT, made and entered into for the school fiscal year beginning July 1, 2019 (the "Agreement") by and between Clinton Township School District, 128 Cokesbury Road, Lebanon, NJ 08833 (the "Issuer") and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Service documents.

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, to the marketplace in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

WHEREAS, Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") governs the many aspects of continuing disclosure; and

WHEREAS, Phoenix Advisors provides continuing disclosure agent services, has expertise as Continuing Disclosure Agent ("Disclosure Agent"), and has heretofore been appointed by the Issuer to serve as its Disclosure Agent until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, the Issuer has the need for advisory services in connection with the issuance of bonds, notes, leases and other aspects of financial management; and

WHEREAS, Phoenix Advisors, being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), provides professional municipal advisory services and has heretofore been appointed by the Issuer to be its Independent Registered Municipal Advisor ("IRMA") and to provide such municipal advisory services as may be requested until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, the Issuer has engaged Phoenix Advisors to perform, individually, Continuing Disclosure services and Municipal Advisory services, it is understood that the engagement of Phoenix to perform one of these services is separate and without any contingency requiring the engagement of Phoenix Advisors for the other service, or any other service made available by or through Phoenix Advisors.

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:



I. CONTINUING DISCLOSURE SERVICE

The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in its relevant CDAs as specified under the Rule, including the required posting of certain material event ("Event") notices.

The Issuer understands and acknowledges that its full and complete cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- a. Make all documents required to be filed under its CDAs available, if available, to the Disclosure Agent at least 48 hours prior to the deadline stipulated in their CDAs.
- b. Notify the Disclosure Agent immediately of any Event requiring the filing of a notice under the Rule or its CDAs within 10 calendar days of the occurrence of such Event. The Events requiring such notification are:
 - i. Principal and interest payment delinquencies;
 - ii. Non-payment related defaults, if material;
 - iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - v. Substitution of credit or liquidity providers, or their failure to perform;
 - vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - vii. Modifications to rights of security holders, if material;
 - viii. Bond calls, if material, and tender offers;
 - ix. Defeasances;
 - x. Release, substitution, or sale of property securing repayment of the securities, if material;
 - xi. Rating changes;
 - xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - xv. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



- c. This Agreement applies to securities issued since the effective date of the secondary market disclosure requirements of the Rule and which are subject to the Rule.
- d. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. The scope of the Disclosure Agent service and methodology are described in the attached Scope of Service which is herein incorporated by reference.

II. CONTINUING DISCLOSURE SERVICE COMPENSATION

The Issuer will compensate Phoenix Advisors for its service as Disclosure Agent, as set forth below:

- a. Disclosure Agent Service:

\$1,000 – base fee

- b. A setup fee will be charged for each new long-term obligation of the Issuer. The setup fee will be \$200 for an issue on which Phoenix Advisors acts as Municipal Advisor, or \$450 if Phoenix Advisor is not engaged as Municipal Advisor on the issue. The setup fee will be invoiced at the time of the new issue.
- c. An amendment made to the Rule, effective February 27, 2019, increases the number of material events ("Events") which must be posted through the MSRB's Electronic Municipal Market Access Data Port ("EMMA"). Phoenix Advisors will not charge for such Event filing made under the Rule's new Events during the 2019/2020 School Fiscal Year.

III. INDEPENDENT REGISTERED MUNICIPAL ADVISOR

Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice to an issuer of municipal securities be licensed and regulated by the SEC and the MSRB to provide any such advice. Further,

- a. Professionals providing advice to the Issuer must hold a Series 50 securities license.
- b. Phoenix Advisors professionals are Series 50 licensed and are also subject to a continuing education protocol.
- c. Under the SEC and MSRB regulations, the Municipal Advisor owes a "fiduciary obligation" to the Issuer.
- d. **There is no fee, financial cost or obligation with regard to the Issuer's appointment of Phoenix Advisors as the Issuer's Independent Registered Municipal Advisor ("IRMA" or "Municipal Advisor").** As the Issuer's IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer on an as requested basis.



- e. By designating the IRMA, the Issuer allows third parties, which may be prohibited from doing so, primarily broker-dealer underwriting firms, but also other professional disciplines, to submit proposals and ideas concerning financings which may be worthwhile to the Issuer.
- f. The Issuer is not obligated to seek advice from the Municipal Advisor, however, failure to seek advice from a Municipal Advisor means there is no one on the Issuer's side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases or bank loans the Issuer may embark upon.
- g. When and if the Issuer requests the Municipal Advisor's involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, a separate Fee Addendum to this Agreement, together with a scope of service, will be provided for the Issuer's acknowledgement. A typical Scope of Service relating to a debt issuance is attached and is herein incorporated by reference.

IV. AGREEMENT TERM AND CONDITIONS

- a. Neither Phoenix Advisors nor any individual representing Phoenix Advisors possesses any authority with respect to any decision of the Issuer, or any official of the Issuer, beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility with respect to federal securities laws and represents its intention to comply in all respects with federal securities laws.
- b. This Agreement, as to continuing disclosure services and municipal advisory services, is subject to annual renewal, and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days' prior written notice.
- c. 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 its authorized representative, as of the day and year first above written.

CLINTON TOWNSHIP SCHOOL DISTRICT

PHOENIX ADVISORS, LLC

By: _____

Michael Falkowski, Business Administrator

By:  _____

David B. Thompson, CEO



SCOPE OF SERVICES - CONTINUING DISCLOSURE

Phoenix Advisors, LLC (the "Disclosure Agent") will assist the Issuer in meeting the secondary market disclosure obligations delineated in its relevant CDAs as specified under Rule 15c2-12 (the "Rule"), including the required filing of certain events requiring an event notice ("Event Notice(s)").

The Issuer understands and acknowledges that its full and complete cooperation is requisite to the Disclosure Agent's success in assisting the Issuer to maintain compliance with its CDAs and requirements of the Rule.

I. Issuer's Responsibilities

- a. Make all documents required to be filed under its CDAs available, if available, to the Disclosure Agent at least 48 hours prior to the deadline in their CDAs.
- b. Notify the Disclosure Agent, within 10 calendar days, of the occurrence of any event requiring the filing of an Event Notice under the Rule or its CDAs of such event. The events requiring such notification are:
 - i. Principal and interest payment delinquencies;
 - ii. Non-payment related defaults, if material;
 - iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - v. Substitution of credit or liquidity providers, or their failure to perform;
 - vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - vii. Modifications to rights of security holders, if material;
 - viii. Bond calls, if material, and tender offers;
 - ix. Defeasances;
 - x. Release, substitution, or sale of property securing repayment of the securities, if material;
 - xi. Rating changes;
 - xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
 - xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
 - xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
 - xv. Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.



II. Disclosure Agent's Services

- a. Codify Issues That Are Subject to Continuing Disclosure
 - i. Disclosure Agent when initially engaged will obtain and examine the Issuer's Official Statements relating to its outstanding bond issues to research the requirements found in the CDAs.
 - ii. Review the Issuer's financial statements for information concerning debt and lease obligations and other relevant obligations.
 - iii. Discuss with the Issuer its filing and or reporting obligations.
- b. Security Setup
 - i. Enter into our proprietary database details of each outstanding bond issue and financial obligation with filing requirements.
 - ii. All database functions will be applied to each outstanding bond issue and financial obligation with filing requirements.
 - iii. An initial Required Filing Report will be provided to the Issuer to review and confirm for accuracy.
 - iv. On an ongoing basis, enter into our database new issues and obligations of which we are made aware by the Issuer.
- c. Monitor, React, and Meet Filing Deadlines
 - i. Actively monitor the Issuers unique deadlines to ensure timely filing of required documents.
 - ii. The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites.
 - iii. Our database will produce messages to alert the Issuer sufficiently in advance of approaching filing deadlines of documents required to satisfy filing obligations.
 - iv. The Disclosure Agent will follow up telephonically with the Issuer regarding missing documents.
- d. File Financial and Operating Data to Meet Your Obligations
 - i. File Operating Data in addition to filing Audited Financial information.
 - ii. The Disclosure Agent will work with the Issuer to assure that Operating Data filed meets the requirements of the Issuers CDAs.
 - iii. If this process requires collaboration with other of the Issuer's retained professionals any fees of those professionals are solely the responsibility of the Issuer.
- e. Confirm Filings to Client
 - i. MSRB provides submission confirmations for all disclosure filings made on EMMA. These are forwarded electronically to the Issuer.
 - ii. It is the responsibility of the Issuer to review for accuracy and completeness and retain copies of submission confirmations in its files.
 - iii. The Disclosure Agent records EMMA filings in its database.



- f. File Documents Uniformly, Accurately, and Promptly
 - i. The Disclosure Agent uses consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology of data.
 - ii. Filings are associated with the appropriate CUSIP numbers on EMMA.
 - iii. The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt.

- g. Coordinate and Submit Voluntary Information
 - i. The Disclosure Agent will in concert with the Issuer identify relevant documents not required to be filed under the Issuer's CDAs and file them as voluntary submissions on EMMA.
 - ii. These may include, among others: budgets, debt statements, and unaudited financials.

- h. Material Events and Timely Filing of Notices.
 - i. The Rule requires the Issuer to file on EMMA certain Event Notices on EMMA of events delineated in the Rule. It is the Issuer's responsibility to make the Disclosure Agent aware of the of any such event within ten (10) calendar days of the event.
 - ii. The occurrence of an event may not be apparent to the Disclosure Agent. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable event.

- i. Issuer Rating Changes
 - i. Rating changes are events which require notice to be filed on EMMA.
 - ii. Proactively, the Disclosure Agent s monitors rating agency news and web sites for rating changes that affect the Issuer and the appropriate Event Notices are filed on EMMA.
 - iii. Issuers are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Issuer to notify the Disclosure Agent when it is so notified by the rating agencies.

- j. Monitor Bond Insurer and Program Rating Changes
 - i. If a municipal bond carries bond insurance or is supported by a state program, e.g., a school bond enhancement program, a rating change applied to such insurer or program requires an Event Notice be filed for all bonds that are supported by that insurance or program.
 - ii. These types of rating changes are monitored by the Disclosure Agent to determine which, if any, of our clients' bonds are affected based on the original offering documents, and the appropriate Event Notices are filed. It is also incumbent upon the Issuer to notify the Disclosure Agent of such rating changes.



- k. Provide a Comprehensive Report of Filings
 - i. The Disclosure Agent prepares a continuing disclosure report ("CD Report") each year that shows every issue on which there is a continuing disclosure obligation, every required filing, and every Event Notice filed on the Issuer's behalf during the year.
 - ii. The CD Report recaps a five (5) year history of the Issuer's filings.
 - iii. The CD Report is separate from the filing confirmation sent to the Issuer when each filing is made by the Disclosure Agent on EMMA.
 - iv. The Issuer must carefully review said CD Report and relay to the Disclosure within ten (10) calendar days, any error, discrepancy, omission, or concern relating to the accuracy or completeness of the CD Report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Issuer, the CD Report is accepted by the Issuer as accurate and complete.
 - v. Prior to the publication of an offering document relating to municipal securities, the Disclosure Agent, if made aware of such offering, will prepare an interim CD Report, for the Issuer to review and acknowledge as complete and accurate.
 - vi. Such CD Report will provide the basis for certain disclosures in the offering document. The Disclosure Agent, bond counsel and other interested parties are entitled to rely on such acknowledgement.
 - vii. An accurate record relating to the 5-year timeframe is important to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.



SCOPE OF SERVICES – DEBT ISSUANCE

To assure that you have a complete understanding of an entire transaction Phoenix Advisors, LLC, (the “Municipal Advisor”), is active at each juncture of your transactions to personally and professionally guide you and respond to your concerns and questions. Below is an outline of services which may be provided during the financing process. This outline is not finite – we expect to do those things necessary and appropriate to bring your transaction to a successful conclusion.

I. Plan Strategy and Structure

The Municipal Advisor will research and analyze your outstanding debt to craft a financing solution that satisfies your needs now and into the future. Among the services that are provided to achieve these goals are:

- a. Identify and analyze
 - i. Review financing structures, options and concepts.
 - ii. Make recommendations to you based upon cost-benefit and market analysis.
- b. Develop and put forward a sound plan of finance.
 - i. Constructed analyses.
 - ii. Make recommendations concerning maturity structure, credit enhancement, early redemption features, and more.
 - iii. Address existing financial strengths, weaknesses, and growth patterns.

II. Coordinate the Financing Process

The Municipal Advisor coordinates the many steps of your transaction adding organization and capability to the financing process. The Municipal Advisor will:

- a. Establish a Timetable that outlines key events, dates and responsibilities and maintain a contact list of transaction participants.
- b. Coordinate the financing by, as appropriate, scheduling meetings, assigning work product responsibility, and communicating with finance team members.
- c. Assist in obtaining the approval of oversight entities, if needed, by making appropriate application and clear and concise presentations.
- d. Provide practical business, not legal, advice as to critical components and appropriate language of financing documents to aid in their completion and market acceptance.
- e. Assist in preparation of the offering document, i.e. the Official Statement
- f. Ensure that the current needs and requirements of investors, insurers, and bidders are met by the contents of the document.
- g. Develop a rating agency strategy and prepare a comprehensive rating presentation to obtain a rating that best reflects your overall financial position.
- h. Evaluate and recommend required or value-added third-party services and products.



III. Execute the Plan

When your transaction is ready for sale, whether competitive or negotiated, your Municipal Advisor take many valuable steps the goal of which is to achieve the appropriate interest cost and successful closing. Among these steps are:

- a. Provide statistics and points of reference
 - i. Gauge the overall market climate.
 - ii. Monitor the market
 - iii. Provide a recommendation for timing of your sale
 - iv. Work to schedule your debt offering under the most advantageous market conditions available.
- b. Present information to potential investors and bidding underwriters
 - i. Alert them of your debt offering and its characteristics.
 - ii. As appropriate, coordinate and conduct to present the financing to investors.
 - iii. Act to bolster demand in the market.
- c. Assemble valuable statistics and comparisons proximate to your sale
 - i. Assist in evaluating the interest rates received
 - ii. Assure understanding of recommendations made concerning the sale.
- d. Be active in your sale
 - i. Coordinate day of sale activities
 - ii. Providing real-time translation of events during competitive bid submission.
 - iii. In negotiated transactions, have active dialogue with underwriters during the interest setting process in juxtaposition to their interests to guard yours.
- e. After the sale
 - i. Coordinate and monitor details of your closing.
 - ii. Prepare memorandum directing the movement of funds.
- f. If requested, provide information about the effective investment of the transaction's proceeds. The Municipal Advisor can serve as your agent in obtaining investments designed to match your need for funds. In either capacity, the Municipal Advisor will not act as an investment manager.

IV. Follow-Up Reporting and Analyses

Our relationship with you is an ongoing process, not just a single transaction. As Municipal Advisor we stay by your side after closing. We will:

- a. Provide a permanent laminated debt service schedule, a clear presentation of your debt service requirements to be used during budget preparation and on debt service payment dates.
- b. Create reports and analysis summarizing your transaction suitable to share, as you may choose, with others.
- c. Monitor outstanding debt for opportunities to save through the refunding of prior issues.
- d. Alert you when a drop-off in debt service presents the occasion to layer in new debt.
- e. Review financing proposals presented to you.
- f. Regularly provide updates on the economy.
- g. Always be available to consult with you concerning any questions that arise.

MSRB-REQUIRED DISCLOSURES

- The MSRB's website is www.msrb.org, and the link for the Municipal Advisor Client Brochure is www.msrb.org/Rules-and-Interpretations/MSRB-Rules/General/~media/34C3F2794313495AA2B0251D6DB8311A.ashx
- SEC forms MA and MA-I are available for inspection on the SEC's EDGAR website at: www.sec.gov/edgar/searchedgar/companysearch.html
- There are no legal or disciplinary events concerning Phoenix Advisors, LLC, our management, or advisors filed on any Form MA or Form MA-I filed with the SEC

Phoenix Advisors, LLC, a municipal advisor duly registered with the Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"), is aware of no conflict(s) of interest that would preclude us from fulfilling our responsibilities, including our fiduciary duty, our duty of loyalty, and our duty of care as your municipal advisor on any transaction for which Phoenix Advisors is engaged. Should we become aware of any conflict, we would immediately inform the affected parties.

Phoenix Advisors, LLC, offers a variety of services, including but not limited to Municipal Advisor services, Consulting and Post-Issuance Compliance services. There could be the appearance of a potential conflict of interest in cross-selling services. Phoenix Advisors mitigates the potential for this perceived conflict by adhering to a high standard of suitability for any service rendered to our clients, and by clearly disclosing that there is no contingency requiring a client to accept multiple services.

Phoenix Advisors has a fiduciary obligation to put your interests ahead of ours, and we take this obligation seriously. We maintain policies and procedures to uphold our standards. Our internal compliance protocol dictates regular reviews of client transactions for compliance with all applicable MSRB rules. Under the same applicable MSRB rules, all municipal advisors are required to provide to clients written documentation of their municipal advisory relationships with clients. You have received a written agreement that includes, among other details, the scope of services to be provided by Phoenix Advisors, and details concerning the fees for these services.

The MSRB believes that certain forms of compensation may create the potential for a conflict of interest. Forms of compensation, of course, may vary depending upon the nature of the engagement and requirements of the client. The MSRB requires that we provide information concerning compensation and its potential to cause a conflict of interest. Various forms of compensation are:

Fixed fee. Under a fixed fee form of compensation, the municipal advisor is paid a fixed amount established at the outset of the transaction. The amount is typically based upon an analysis by the client and the advisor of the expected duration and complexity of the transaction and the agreed upon scope of work that the advisor will perform. This form of compensation, in the view of the MSRB, presents a potential conflict of interest because the advisor may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

Hourly fee. Under an hourly fee form of compensation, the municipal advisor's fee is based upon the number of hours worked by the advisor. This form of compensation presents a potential conflict of interest if the client and the advisor do not agree on a reasonable maximum number of hours at the outset of the engagement, because the advisor does not have a financial incentive to recommend alternatives that might result in fewer hours worked.

Fee contingent upon the completion of a financing or other transaction. Under a contingent fee form of compensation, payment of an advisor's fee is dependent upon the successful completion of a financing or other transaction. Although this form of compensation may be customary for the client, it presents a potential conflict because the advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to the client.

Fee paid under a retainer agreement. Under a retainer agreement, fees are paid to a municipal advisor periodically, e.g., monthly, and are not contingent upon the completion of a financing or other transaction. Fees paid under a retainer agreement may be calculated on a fixed fee basis, e.g., a fixed fee per month regardless of the number of hours worked, or an hourly basis, e.g., a minimum monthly payment, with additional amounts payable if a certain number of hours worked is exceeded. A retainer agreement does not present the conflicts associated with the type of contingent fee arrangement described above.

Fee based upon principal transaction. Under this form of compensation, the municipal advisor's fee is based upon a percentage of the principal amount of an issue of securities, e.g., bonds. This form of compensation may potentially incent the municipal advisor to recommend that the client increase the amount of the issue unnecessarily to increase the advisor's fee.

**If you have any questions about your relationship with Phoenix Advisors,
call your Municipal Advisor professional at 866-291-8180.**