

FINANCIAL ADVISORY AGREEMENT
General Obligation Bonds, Series 2016

THIS AGREEMENT, made and entered into on this 23RD day of MAY, 2016 ("Agreement") by and between the Lower Township FD No. 3, 415 Breakwater Rd., Lower Township, NJ 08204 (the "Issuer") and Phoenix Advisors, LLC, 4 West Park Street, Bordentown, New Jersey 08505 ("Phoenix") in connection with the issuance of the \$1,300,000 General Obligation Bonds, Series 2016 (Private Placement) (the "Bonds").

WITNESSETH:

WHEREAS, the Issuer needs to engage the professional services of a financial advisory firm to advise the Issuer in connection with the issuance of Bonds and/or Notes other matters relating to Fiscal Management; and

WHEREAS, Phoenix provides such professional financial advisory services, is a Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, and has heretofore been appointed by the Issuer to provide the same until the expiration of the Agreement as defined in Section 3 of the Agreement; and

WHEREAS, the parties desire hereby to set forth the terms and conditions under which Phoenix will provide professional financial advisory 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 will perform, as Financial Advisor, tasks more fully described in attachment Exhibit "A".

Section 2. The Issuer will compensate Phoenix for Financial Advisory Services, in accordance with this agreement, as more particularly set forth below:

- a) Bond Issuance (Private Placement):
 - Flat Fee.....\$5,000.00
 - No Additional Charge for Out-of-Pocket Expenses

Fees are contingent upon a closing of the Bonds.

Section 3. This Agreement as to Financial Advisory Services shall be in effect through the closing of the Bonds.

Section 4. This Agreement may be terminated by the Issuer or Phoenix, 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 has caused this Agreement to be duly executed by its authorized representative and has caused its corporate seal to be hereto affixed, and Phoenix has caused this Agreement to be duly executed by an authorized party as of the day and year first above written.

LOWER TOWNSHIP FD No.3

By: 

GARY DOUGLAS, Treasurer

PHOENIX ADVISORS, LLC

By: 

Sherry L. Tracey, Senior Managing Director