



**PHOENIX
ADVISORS, LLC**

APPENDIX B

LETTER OF INTENT

June 12, 2012

Attn: James W. Edwards, Jr., CPA
Business Administrator/Board Secretary
101 Hendrickson Avenue
Brick, NJ 08724

Dear Mr. Edwards:

The undersigned, as Respondent, has (have) submitted the attached Proposal Statement in response to a Request for Proposals (RFP), issued by the Brick Township Board of Education ("Board"), dated May 17, 2012, in connection with the Board's need for a Provider of Financial Advisory Services.

Phoenix Advisors, LLC HEREBY STATES:

1. The Proposal Statement contains accurate, factual and complete information.
2. Phoenix Advisors, LLC agrees to participate in good faith in the procurement process as described in the RFP and to adhere to the Board's procurement schedule.
3. Phoenix Advisors, LLC acknowledges that all costs incurred by it (them) in connection with the preparation and submission of the Proposal Statement and any proposal prepared and submitted in response to the RFP, or any negotiation which results there from shall be borne exclusively by the Respondent.
4. Phoenix Advisors, LLC hereby declares that the only persons participating in this Proposal Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Proposal Statement or in any contract to be entered into



with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the Board. Phoenix Advisors, LLC declares that this Proposal Statement is made without connection with any other person, firm or parties who has submitted a Proposal Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.

5. Phoenix Advisors, LLC acknowledges and agrees that the Board may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the Board shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.

6. Phoenix Advisors, LLC acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

7. Phoenix Advisors, LLC submits a proposal for fixed fees (including out of pocket expenses) as follows:

2012-2013			
	Hourly Rate	Maximum/ Transaction	Minimum/ Transaction
Lease Purchase Financing			
Competitive	\$150	\$4,000	\$1,500
Negotiated	\$150	\$3,500	\$1,000
Private Placement	\$150	\$3,500	\$1,000
Referendum Bond Issuance			
Competitive	\$150	\$37,500	\$12,500
Negotiated	\$150	\$37,500	\$12,500
Private Placement	\$150	\$22,000	\$11,000
Refunding of Debt (Advanced)			
Competitive	\$150	\$27,500	\$12,500
Negotiated	\$150	\$27,500	\$12,500
Private Placement	\$150	\$12,500	\$11,000



Refunding of Debt (Regular)

Competitive	\$150	\$27,500	\$12,500
Negotiated	\$150	\$27,500	\$12,500
Private Placement	\$150	\$12,500	\$11,000

2013-2014

	Hourly Rate	Maximum/ Transaction	Minimum/ Transaction
Lease Purchase Financing			
Competitive	\$150	\$4,000	\$1,500
Negotiated	\$150	\$3,500	\$1,000
Private Placement	\$150	\$3,500	\$1,000

Referendum Bond Issuance

Competitive	\$150	\$37,500	\$12,500
Negotiated	\$150	\$37,500	\$12,500
Private Placement	\$150	\$22,000	\$11,000

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Private Placement	\$150	\$12,500	\$11,000

Refunding of Debt (Regular)

Competitive	\$150	\$27,500	\$12,500
Negotiated	\$150	\$27,500	\$12,500
Private Placement	\$150	\$12,500	\$11,000

2014-2015

	Hourly Rate	Maximum/ Transaction	Minimum/ Transaction
Lease Purchase Financing			
Competitive	\$150	\$4,000	\$1,500
Negotiated	\$150	\$3,500	\$1,000
Private Placement	\$150	\$3,500	\$1,000

Referendum Bond Issuance

Competitive	\$150	\$37,500	\$12,500
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Refunding of Debt (Regular)

Competitive	\$150	\$27,500	\$12,500
Negotiated	\$150	\$27,500	\$12,500
Private Placement	\$150	\$12,500	\$11,000

8. Phoenix Advisors, LLC agrees, that if selected by the Board, to perform services outlined in RFP. Phoenix Advisors, LLC further agrees that if at any time during the period covered by this RFP, the Respondent is unable or unwilling to perform said services, that the Board may utilize the next available responsible Respondent, and Phoenix Advisors, LLC will reimburse the Board any cost difference between fee that would have been earned and the fee earned by the Board, if any.

9. Phoenix Advisors, LLC agrees to defend, indemnify and hold the Brick Township Board of Education harmless with respect to any claim for injury to person or property arising out of acts of Phoenix Advisors, LLC, its subsidiaries, parents, agents, principals or employees.

10. Phoenix Advisors, LLC agrees that the services are being delivered and are intended to be performed in the State of New Jersey and shall be constructed and enforced in accordance with the laws of that State.

11. Phoenix Advisors, LLC agrees that the services may be terminated by the Board giving the Respondent 30 days advance written notice.

(Respondent shall sign and complete the space provided below. If a joint venture, appropriate officers of each company shall sign.)

David B. Thompson, CEO

Phoenix Advisors, LLC

Dated: June 8, 2012 _