

## NOTICE OF SALE

**\$37,616,000**

**THE BOARD OF EDUCATION OF THE TOWNSHIP OF DEPTFORD,  
IN THE COUNTY OF GLOUCESTER, NEW JERSEY  
SCHOOL BONDS, SERIES 2020  
(Book-Entry-Only) (Callable)**

**ELECTRONIC PROPOSALS** will be received by the undersigned for The Board of Education of the Township of Deptford, in the County of Gloucester, New Jersey ("School District") via the BiDCOMP®/Parity® Electronic Competitive Bidding System ("PARITY") of i-Deal LLC ("i-Deal") in the manner described below, until 11:00 a.m. (Eastern), on:

**June 23, 2020**

at which time they will be publicly opened and announced for the purchase of the following bonds ("Bonds"), due on July 15, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2022	\$781,000	2032	\$1,250,000	2042	\$1,555,000
2023	800,000	2033	1,300,000	2043	1,555,000
2024	830,000	2034	1,350,000	2044	1,555,000
2025	885,000	2035	1,400,000	2045	1,555,000
2026	935,000	2036	1,450,000	2046	1,455,000
2027	985,000	2037	1,500,000	2047	1,455,000
2028	1,040,000	2038	1,555,000	2048	1,450,000
2029	1,090,000	2039	1,555,000	2049	1,450,000
2030	1,140,000	2040	1,555,000	2050	1,440,000
2031	1,190,000	2041	1,555,000		

The Bonds will be dated their date of delivery and bear interest at the rates per annum specified by the successful bidder therefor in accordance herewith, payable semiannually January 15 and July 15, commencing July 15, 2021, in each year until maturity or earlier redemption. The Bonds are subject to redemption prior to their stated maturity dates on the terms and conditions set forth in the Preliminary Official Statement (defined below).

Upon initial issuance, the Bonds will be issued in book-entry-only form and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds and be responsible for maintaining a book-entry-only system for recording the interests of its participants or the transfers of interests among its participants. Individual purchases may be made in the principal amount of \$5,000 each or any integral multiple thereof, or the necessary odd denominations, through book entries made on the books and records of DTC and its participants. Individual purchasers of the Bonds will not receive certificates representing their beneficial ownership interest in the Bonds, but each book-entry-only bondholder will receive a credit balance on the books of its nominee. For additional information, see "THE BONDS-Book-Entry-Only System" in the preliminary official statement prepared in connection with the issuance of the Bonds, dated the date hereof ("Preliminary Official Statement").

The School District has prepared a Preliminary Official Statement in connection with the sale of the Bonds which has been deemed final as of its date for purposes of paragraph (b)(1) of Rule 15c2-12, as amended ("Rule 15c2-12"), promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended, except for certain omissions permitted thereunder. Within seven (7) business days of the sale of the Bonds and in sufficient time to accompany any confirmation that requests payment from a customer, the School District will deliver a sufficient number of copies of the final official statement ("Official Statement") to the purchaser in order for the same to comply with Paragraph (b)(4) of Rule 15c2-12.

The Preliminary Official Statement is available for viewing in electronic format through the internet facilities of MuniHub. The MuniHub web address is [www.munihub.com](http://www.munihub.com). In addition, broker dealers registered with the National Association of Securities Dealers ("NASD") and dealer banks with DTC clearing arrangements may either: (i) print out a copy of the Preliminary Official Statement by their own means; or (ii) at any time prior to June 23, 2020, elect to receive a printed copy of the Preliminary Official Statement in the mail by requesting the same on [www.munihub.com](http://www.munihub.com), or by calling the School District's: (i) Bond Counsel, Parker McCay P.A. ("Bond Counsel"), 9000 Midlantic Drive, Suite 300, Mount Laurel, New Jersey 08054, attention Craig A. Gargano, Esquire at (856) 985-4033; or (ii) Municipal Advisor, Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505, attention Sherry L. Tracey, Senior Managing Director, at (609) 291-0130. In order to view, print a copy or request a copy of the Preliminary Official Statement from online, please visit [www.munihub.com](http://www.munihub.com). Bidders may log-in to access electronic viewing and delivery. Once logged-in to either site, bidders must follow the applicable instructions and prompts to access the Preliminary Official Statement. All bidders must review the Preliminary Official Statement and certify that they have done so prior to participating in the bidding.

In accordance with the requirements of Rule 15c2-12, the School District will, prior to the issuance of the Bonds, enter into an agreement, substantially in the form set forth in Appendix "D" to the Preliminary Official Statement ("Disclosure Agreement").

The School District will *not* designate the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code").

## **BID SPECIFICATIONS**

Each electronic proposal for the Bonds must be submitted to PARITY in accordance with this notice, but no bid will be received after the time for receiving bids specified above. To the extent any instructions or directions set forth in PARITY conflict with this Notice of Sale, the terms of this Notice of Sale shall control. For further information about PARITY, including any fee charged, potential bidders may contact BiDCOMP®/PARITY®, at 1359 Broadway, Second Floor, New York, New York 10018; Tel: (212) 849-5021. The School District may, but is not obligated to, acknowledge its acceptance in writing of any bid submitted electronically via PARITY. When submitting a bid via PARITY, the bidder further agrees that:

1. If a bid submitted electronically by PARITY is accepted by the School District, the terms of this Notice of Sale and the information that is electronically transmitted

through PARITY shall form a contract, and the successful bidder shall be bound by the terms of such contract.

2. PARITY is not an agent of the School District, and the School District shall have no liability whatsoever based on any bidder's use of PARITY, including, but not limited to, any failure by PARITY to correctly or timely transmit information provided by the School District or information provided by the bidder.

3. The School District may choose to discontinue use of electronic bidding via PARITY by issuing a notification to such effect via TM3 News Services, or by other available means, no later than 3:00 p.m. (Eastern Time) on the last business date prior to the bid date set forth above.

4. Once the bids are communicated electronically via PARITY to the School District as described above, each bid will constitute an Official Form of Proposal and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice of Sale. For purposes of submitting all Official Forms of Proposals, the time as maintained on PARITY shall constitute the official time.

5. Each bidder shall be solely responsible to make necessary arrangements to access PARITY for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Notice of Sale. Neither the School District nor i-Deal shall have any duty or obligation to provide or assure to any bidder, and neither the School District nor i-Deal shall be responsible for the proper operation of, or have any liability for any delays or interruptions of, or any damages caused by PARITY. The School District is using PARITY as a communication mechanism, and not as the School District's agent, to conduct the electronic bidding for the Bonds. By using PARITY, each bidder agrees to hold the School District harmless for any harm or damages caused to such bidder in connection with its use of PARITY for bidding on the Bonds.

Each proposal must specify in a multiple of 1/8th or 1/20th of 1%, a single rate of interest that each maturity of the Bonds are to bear. Not more than one rate of interest may be named for Bonds of the same maturity. No rate of interest named for any maturity may be less than the rate of interest named for a prior maturity, and the difference between the highest and the lowest rates of interest named in the Official Form of Proposal shall not exceed three percent (3%). No proposal shall be considered that offers to pay an amount less than the principal amount of Bonds offered for sale or under which the total loan is made at an interest cost higher than the lowest net interest cost to the School District under any legally acceptable proposal.

The Bonds will be sold to the bidder who, after having complied with the terms of this Notice of Sale, offers the lowest net interest cost for the Bonds. The net interest cost shall be computed in each instance by adding to the total amount of Bonds bid for, the total interest cost to maturity in accordance with such bid. **Proposals may not include any premium.** If two (2) or more bidders specify the same lowest net interest cost, then to one of such bidders selected by the undersigned by lot. The purchaser must pay an amount equal to the interest on the Bonds accrued to the date of delivery. The School District reserves the right to reject all bids and any bid not complying with the terms of this Notice of Sale.

Each bidder is required to make a good faith deposit ("Deposit") in the form of a cash wire or a certified, cashier's or treasurer's check, in each case in the amount of \$752,320, payable to the

order of "The Board of Education of the Township of Deptford, in the County of Gloucester, New Jersey". If a cash wire is used, the wire must be received by the School District no later than **11:00 A.M.** on **TUESDAY, JUNE 23, 2020**. If a cash wire is utilized, each bidder must: (i) notify the School District of its intent to use such cash wire prior to **10:00 A.M.** on **TUESDAY, JUNE 23, 2020**; (ii) provide proof of electronic transfer of such cash wire prior to **11:00 A.M.**, on **TUESDAY, JUNE 23, 2020**; and (iii) also enclose return wiring instructions for use by the School District. Wiring instructions may be obtained by contacting the School District's: (i) Bond Counsel, Parker McCay, P.A., Attention: Craig A. Gargano, Esquire, Telephone: (856) 985-4033 or Email: cgargano@parkermccay.com; or (ii) Municipal Advisor, Phoenix Advisors, LLC, Attention Sherry L. Tracey, Telephone: (609) 291-0130 or Email: stracey@muniadvisors.com. If a check is used, the check must be certified or cashier's or treasurer's check drawn upon a bank or trust company and must be delivered to the School District by no later than **11:00 A.M.** on **MONDAY, JUNE 22, 2020**. Bidders submitting good faith checks should also enclose a return envelope for use by the School District. Each bidder accepts responsibility for delivering such cash wire or check on time and the School District is not responsible for any cash wire or check that is not received on time. No interest on the Deposit will accrue to the successful bidder. When the successful bidder has been ascertained, all such Deposits shall be returned to the persons making the same within a reasonable period of time, except the cash wire or check of the successful bidder which shall be applied as partial payment for the Bonds or to secure the School District from any loss resulting from the failure of the successful bidder to comply with the terms of its bid. Award of the Bonds to the successful bidder or rejection of all bids is expected to be made promptly after opening of the bids. The successful bidder may withdraw its proposal after 5:30 P.M. on the day of such bid opening, but only if such award has not been made prior to the withdrawal.

**AT THE TIME OF DELIVERY OF THE BONDS, PAYMENT FOR THE BONDS SHALL BE IN IMMEDIATELY AVAILABLE FUNDS.**

The successful bidder may refuse to accept the Bonds, if prior to their delivery, any income tax law of the United States of America shall provide that the interest thereon is taxable, or shall be taxable at a future date, for federal income tax purposes and, in such case, the deposit made by such bidder will be returned and the successful bidder will be relieved of its contractual obligations arising from the acceptance of its proposal.

### **RATING**

The School District has applied for a rating on the Bonds from S&P Global Ratings, acting through Standard & Poor's Financial Services LLC. The School District expects to have a rating prior to the sale of the Bonds. Notice of a rating on the Bonds will be communicated via TM3 News Services.

### **OPTIONAL PURCHASE OF MUNICIPAL BOND INSURANCE**

Any purchase of municipal bond insurance will be at the sole option and expense of the bidder and increased costs of issuance including, without limitation, any additional rating agency fees, resulting by reason of such insurance will be paid by such bidder.

## POSTPONEMENT

The School District reserves the right to postpone, from time to time, the date and time established for receipt of Bids. **ANY SUCH POSTPONEMENT WILL BE PUBLISHED ON THOMSON MUNICIPAL NEWSWIRE, BEFORE 11:00 A.M. ON THE DAY BEFORE THE SALE.** If any date fixed for receipt of bids and the sale of the Bonds is postponed, an alternative sale date will be announced via Thomson Municipal Newswire at least forty-eight hours prior to such alternative sale date. On any such alternative sale date, any bidder may submit a bid for the purchase of the Bonds in conformity in all respects with the provisions of the Notice of Sale, except for the date of sale and except for the changes announced on Thomson Municipal Newswire at the time the sale date and time are announced.

## DELIVERY OF THE BONDS

It is anticipated that delivery of the Bonds will occur on or about Thursday, July 16, 2020.

### *CUSIP*

It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or a refusal by the purchaser thereof to accept delivery of and to pay for the Bonds in accordance with the terms hereof. In accordance with Municipal Securities Rulemaking Board Rule G-34, as amended, Phoenix Advisors, LLC, municipal advisor to the School District, will request CUSIP identification numbers and will advise CUSIP Global Services of the details related to the sale of the Bonds, including the identity of the winning purchaser of the Bonds. All expenses in relation to the printing of CUSIP numbers on the Bonds shall be paid for by the School District; provided, however, that the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the purchaser.

### *Closing Certificates:*

Unless a bidder is purchasing the Bonds for its own account and not with a view to distribution or resale to the public, a bidder by submitting its bid represents that it is an underwriter of municipal bonds and notes that has an established industry reputation for underwriting new issuances of municipal bonds and notes. Simultaneously with the delivery of the Bonds, the purchaser shall assist the School District in establishing the issue price and yield of the Bonds and shall execute and deliver to the School District at closing an "issue price" and "yield" or similar certificate setting forth the reasonably expected initial offering price to the public or the sale price or prices of the Bonds and yield, together with the supporting pricing wires or equivalent communications ("Issue Price Certificate"). The Issue Price Certificate shall be executed in a form prepared by Bond Counsel, attached hereto as Exhibit "A".

### *Establishment of Issue Price:*

(a) The School District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the "competitive sale requirements") because:

- (1) the School District disseminated this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the School District may receive bids from at least three (3) underwriters of municipal bonds or Bonds who have established industry reputations for underwriting new issuances of municipal bonds or Bonds; and
- (4) the School District anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Bonds, as specified in the bid.

(b) If the successful bidder is a bank or local government unit purchasing for its own account the provisions of paragraphs (d) and (e) below shall not apply

(c) In the event that paragraph (b) above is not applicable and the competitive sale requirements are not satisfied, the School District shall so advise the successful bidder. The School District shall treat the first price at which 10% of the Bonds (the "10% Test") is sold to the public as the issue price of the Bonds. The successful bidder shall advise the School District if the Bonds satisfy the 10% Test as of the date and time of the award of the Bonds. The School District will permit, but will not require, bidders to comply with the "hold-the-offering-price rule". Bids will *not* be subject to cancellation in the event that the competitive sale requirements are not satisfied. *Bidders should prepare their bids on the assumption that the Bonds will be subject to the 10% Test or "hold-the-offering-price rule" in order to establish the issue price of the Bonds.*

(d) If the competitive sale requirements are not satisfied and the successful bidder is not relying on the "hold-the-offering-price rule", then until the 10% Test has been satisfied as to the Bonds, the successful bidder agrees to promptly report to the School District the prices at which the unsold Bonds have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% Test has been satisfied as to the Bonds. If the 10% Test is not met by the closing date, a supplemental issue price certificate must be provided.

(e) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Bonds allotted to it until it is notified by the successful bidder that either the 10% Test has been satisfied as to the Bonds, if and for so long as directed by the successful bidder and as set forth in the related pricing wires; and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the

unsold Bonds allotted to it until it is notified by the successful bidder or such underwriter that either the 10% Test has been satisfied as to the Bonds, if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

(f) Sales of any securities to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

- (i) "public" means any person other than an underwriter or a related party;
- (ii) "underwriter" means: (A) any person that agrees pursuant to a written contract with the School District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public; and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public);
- (iii) a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to: (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another); (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another); or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) "sale date" means the date that the Bonds are awarded by the School District to the successful bidder.

The obligation of the purchaser to purchase and pay for the Bonds is conditioned on the delivery, at the time of settlement of the Bonds, of the following: (i) approving legal opinion of Parker McCay P.A., Mount Laurel, New Jersey, Bond Counsel, a form of which can be found in Appendix "C" to the Preliminary Official Statement; (ii) the delivery of certificates in form and tenor satisfactory to Bond Counsel evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the School District, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds; and (iii) an executed copy of the Disclosure Agreement.

**TODD REITZEL,**  
**Business Administrator/Board Secretary**

**Dated: June 16, 2020**

EXHIBIT "A"



**\$37,616,000**  
**THE BOARD OF EDUCATION OF THE TOWNSHIP OF DEPTFORD,**  
**IN THE COUNTY OF GLOUCESTER, NEW JERSEY**  
**SCHOOL BONDS, SERIES 2020**

**CERTIFICATE OF UNDERWRITER**  
**REGARDING YIELD AND ISSUE PRICE**

The undersigned, an authorized representative of \_\_\_\_\_, as underwriter ("Underwriter") for the above-captioned bonds ("Bonds"), hereby certifies as follows:

1. This certificate is delivered to The Board of Education of the Township of Deptford, in the County of Gloucester, New Jersey ("Board" when referring to the governing body and "School District" when referring to the legal entity governed by the Board), and may be relied upon in establishing the reasonable expectations of the School District as to the matters stated herein as may be necessary or appropriate in the preparation by the School District of a certificate relating to arbitrage matters in connection with the issuance of the Bonds and in complying with the requirements of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations promulgated thereunder with respect to arbitrage.

2. This certificate is based on facts and estimates in existence on the date hereof and, to the best of the undersigned's knowledge and belief, the matters set forth herein are reasonable in light of such facts and estimates.

3. On June 23, 2020 ("Sale Date"), the Underwriter submitted and the School District accepted its competitive proposal to purchase the Bonds.

[4. As of the Sale Date, the reasonably expected aggregate offering price of the Bonds to the Public by the Underwriter is \$\_\_\_\_\_ ("Expected Offering Price"). The

Expected Offering Price is the price for the Bonds used by the Underwriter in formulating its bid to purchase the Bonds.

5. The Underwriter was not given the opportunity to review other bids prior to submitting its bid. The bid submitted by the Underwriter constituted a firm bid to purchase the Bonds.]

[4. As of the date of this certificate, the Underwriter has not sold at least 10% of the Bonds at a single price and agrees once it has sold at least 10% of the Bonds at a single price, it will provide a Supplemental Issue Price Certificate to the School District and Bond Counsel, which date will be not later than thirty (30) days after the last day of the calendar quarter next ending after the date of closing of the Bonds.]

[4. The Underwriter has offered the Bonds to the Public for purchase at the initial offering price listed in Schedule A ("Initial Offering Price") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

5. As set forth in the Notice of Sale and bid award, the Underwriter has agreed in writing that: (i) it would neither offer nor sell any of the Bonds to any person at a price that is higher than the Initial Offering Price during the Holding Period (as defined below) ("hold-the-offering-price rule"); and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply

with the hold-the-offering-price rule. Pursuant to such agreement, no underwriter (as defined below) has offered or sold the Bonds at a price that is higher than the respective Initial Offering Price during the Holding Period.]

[5/6]. The Yield (as defined below) on the Bonds to maturity is not less than \_\_\_\_\_%

[6/7]. Capitalized terms utilized herein and not otherwise defined shall have the meanings ascribed thereto below:

(i) "Public" shall mean any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(ii) "Underwriter" shall mean: (a) any person that agrees pursuant to a written contract with the School District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public; and (b) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (a) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public). The representations set forth in this certificate are limited to factual matters only.

(iii) "Yield" shall mean that discount rate determined on the basis of one (1) interest compounding period equal to the term of the Bonds which, when used in computing the

present value of the payable payment of principal of and interest on the Bonds [or, in the case of the Bonds that are subject to optional redemption and are issued with an original issue premium in excess of twenty-five one-hundredths percent (0.25%) times the number of years to the first optional call date (the "Yield-to-Call Bonds"), to the optional call date that produces the lowest yield on each maturity of the Yield-to-Call Bonds,] produces an amount equal to the issue price thereof.

[(iv) "Holding Period" means the period starting on the Sale Date and ending on the earlier of: (i) the close of the fifth business day after the Sale Date; or (ii) the date on which the Underwriter has sold at least 10% of the Bonds to the Public at a price that is no higher than the Initial Offering Price.]

[7/8]. The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the School District with respect to certain of the representations set forth in the Certificate as to Nonarbitrage and Other Tax Matters and with respect to compliance with the federal income tax rules affecting the Bonds, and by Parker McCay P.A. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the School District from time to time relating to the Bonds.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_ day of July, 2020.

\_\_\_\_\_,  
**as Underwriter**

**By:** \_\_\_\_\_  
[NAME], [Title]

DRAFT

**Exhibit "A"**

DRAFT