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Eric D. Brophy, Esq.
Executive Director

May 26, 2020

VIA ELECTRONIC SUBMISSION

Honorable Philip D. Murphy
Governor
225 West State Street
Trenton, New Jersey 08609

ATTN: Craig A. Ambrose, Associate Counsel
Governor's Authorities Unit

Dear Governor Murphy:

Enclosed please find the minutes of the meeting of the New Jersey Educational Facilities Authority held on Tuesday, May 26, 2020.

I hereby certify that it is a true and correct copy of the proceedings.

Sincerely,

Eric D. Brophy
Secretary



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Executive Director

**MINUTES OF THE MEETING OF THE
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
HELD REMOTELY ON TUESDAY, MAY 26, 2020
ANNUAL MEETING**

The meeting was called to order at 10:04 a.m. by board Chair Joshua Hodes. The New Jersey Educational Facilities Authority gave notice of the time, place and date of this meeting via fax and email on June 17, 2019, to The Star Ledger, The Times of Trenton and the Secretary of State and by posting the notice at the offices of the Authority in Princeton, New Jersey. Pursuant to the New Jersey Open Public Meetings Act, a resolution must be passed by the New Jersey Educational Facilities Authority in order to hold a session from which the public is excluded.

AUTHORITY MEMBERS PRESENT:

Joshua Hodes, Chair (via phone)
Ridgeley Hutchinson, Vice Chair (via phone)
Louis Rodriguez (via phone)
Elizabeth Maher Muoio, State Treasurer, Treasurer (represented by Ryan Feeney [via phone])
Zakiya Smith Ellis, Secretary of Higher Education (via phone)

AUTHORITY MEMBERS ABSENT:

None

STAFF PRESENT:

Eric D. Brophy, Executive Director (via phone)
Sheryl A. Stitt, Deputy Executive Director (via phone)
Steven Nelson, Director of Project Management (via phone)
Brian Sootkoos, Director of Finance-Controller (via phone)
Ellen Yang, Director of Compliance Management (via phone)
Edward DiFiglia, Public Information Officer (via phone)
Carl MacDonald, Project Manager (via phone)
Jamie O'Donnell, Grant Program Manager (via phone)
Sheila Toles, Human Resources Manager

ALSO PRESENT:

George Loeser, Esq., Deputy Attorney General (via phone)
Craig Ambrose, Esq., Governor's Authorities Unit (via phone)

ITEMS OF DISCUSSION

1. Election of Officers for the Period Ending May 25, 2021

Mr. Hodes requested the Members' nominations for Chair and officers for the period ending May 25, 2021.

Mr. Rodriguez moved the adoption of the following entitled resolution:

RESOLUTION OF THE NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY ELECTING OFFICERS FOR THE
ANNUAL TERM AS SPECIFIED IN THE AUTHORITY'S BY-
LAWS

The motion was seconded by Mr. Feeney and passed unanimously.

The nominations and elected officers are indicated on the adopted resolution appended as Exhibit I.

2. Approval of the Minutes of the Meeting of March 24, 2020

The minutes of the meeting of March 24, 2020 were delivered electronically to Governor Philip Murphy under the date of March 24, 2020. Mr. Rodriguez moved the meeting minutes for approval as presented; the motion was seconded by Mr. Hutchinson and passed unanimously.

3. Approval of the Minutes of the Special Meeting of April 14, 2020

The minutes of the special meeting of April 14, 2020 were delivered electronically to Governor Philip Murphy under the date of April 14, 2020. Mr. Hutchinson moved the meeting minutes for approval as presented; the motion was seconded by Secretary Smith Ellis and passed unanimously.

4. Executive Director's Report

Mr. Brophy provided the Executive Director's report for informational purposes only.

Mr. Brophy reported that staff continued to work on COVID-19 preparedness and Authority operations and continued to work remotely with the exception of individuals who need to be in the office to retrieve mail and packages. He reported that staff would continue to evaluate the challenges presented by the COVID-19 virus, as well as the directives and guidance from our state and federal partners. Mr. Brophy reported that the Authority's business systems and Information Technology continued to work well.

Mr. Brophy reported that although no guidance had currently been received from the Governor's Office, staff had begun preliminary plans for the eventual office re-opening. He advised that staff had begun to place orders for equipment and supplies that would be necessary for reopening and that some items would take weeks or months to obtain so staff had begun the ordering process.

Mr. Brophy reported that staff was developing a comprehensive continuing operations plan that would be shared with the board members and the Governor's Authorities Unit upon completion.

Mr. Brophy reported that staff continued to meet with college staff members virtually relating to upcoming potential transactions and to discuss fiscal and facilities plans with other institutions.

Mr. Brophy reported that staff had worked with the Office of the Secretary of Higher Education on renewal of the regulations for the Authority's state-backed grant programs for higher education, which were set to expire in early May but the expiration date had been extended by executive order. He reported that staff was prepared to provide any additional assistance needed to complete the regulations.

Mr. Brophy reported that staff had begun receiving applications for the State Library grant program and that once the application period closes on June 5, 2020, staff would begin due diligence review and preparing documents to be submitted to review committee members. He reported that the Securing Our Children's Future grant programs had been extended and that staff was working with partners to determine when it would be ready for further action.

5. Project Management Report

Mr. Nelson reported that the municipal market and the higher education sector had been impacted by the COVID-19 pandemic in many ways and that due to the impact to the institutions, students had been moving off campus and learning remotely and that room and board expenses were being refunded by many institutions at considerable cost.

Mr. Nelson reported that while the higher education debt issuance space had been impacted, the market remained viable but had been challenged. He reported that the supply of higher education bonds, \$12.7 billion in issuance occurred through the end of March, with only \$6.3 billion being issued in April through mid-May for a total of \$19 billion. He reported that taxable issuance had dramatically increased as tax-exempt 30-year MMD rates had decreased only 13 basis points from the beginning of the year, whereas taxable rates had declined by 95 basis points from the beginning of the year. Mr. Nelson reported that with 30-year Treasuries nearly 60 basis points below the comparable tax-exempt rate, many higher education institutions were taking advantage of the favorable taxable financing market and issuing muni and corporate style taxable bonds. He reported that year to date, taxable issuance had totaled \$12.4 billion, or 65% of the overall market and that there was a near even split between new money and refunding activity as higher education issuers take advantage of the low interest rate environment as they consider existing capital plan needs and opportunistically advance refund higher coupon debt with taxable bonds.

Mr. Nelson reported that the Authority had been busy assisting its clients with their financing needs and that so far this year staff had priced and closed transactions for Stockton University and Stevens Institute of Technology. He reported that staff had received approval from the board members to move forward with a refunding for New Jersey City University (NJCU) and a new money issuance for Seton Hall University. He reported that NJCU was an interest rate dependent refunding that was expected to price over the summer, and that Seton Hall's \$105 million issue for a residence hall and other projects across campus was expected to price next week. Mr. Nelson reported that also on the agenda was a financing request for The College of New Jersey which was expected to price in June and close in July.

6. **Resolution of the New Jersey Educational Facilities Authority Authorizing the Execution and Delivery of a Second Amendment to Loan Agreement and a Second Supplement to Trust Indenture in Connection with the Authority's \$41,770,000 Revenue Bonds, Rider University Issue, 2017 Series F and Determining Other Matters in Connection Therewith**

Chair Hodes reported that the Rider University transaction had been tabled pending further review and discussion by the board members.

Mr. Hutchinson moved to table the item. Mr. Rodriguez seconded and the motion passed unanimously. The Chair advised that the matter will be revisited by the board and, if appropriate, will be placed on the agenda of another board meeting.

7. **Resolution of the New Jersey Educational Facilities Authority Authorizing the Issuance of NJEFA Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D**

Mr. Nelson reported that the Authority sought the Members' approval for the issuance of revenue refunding bonds for The College of New Jersey in an amount not to exceed \$225,000,000. He reported that the proceeds would be used to implement a strategic restructuring of the College's debt portfolio in order to generate liquidity and cash flow relief over a multi-year period and to obtain budget flexibility due to economic uncertainty as a result of the COVID-19 pandemic through the refunding of all or a portion of the Series 2013 A, Series 2015 G, Series 2016 F and Series 2016 G bonds.

Mr. Nelson reported that the Authority distributed and evaluated RFPs and that based on the results of the evaluations, staff recommended the following appointments: Morgan Stanley as senior manager, Ramirez & Co., Inc. and Siebert Williams Shank as co-managers, U.S. Bank as trustee and Causey, Demgen & Moore as verification agent. Mr. Nelson reported that U.S. Bank would serve as escrow agent, which is not subject to an RFP process and that McManimon, Scotland & Baumann, LLC had been selected to serve as bond counsel.

John Cavaliere, Esq. of McManimon, Scotland & Baumann described the resolution for the Members' consideration.

Mr. Hutchinson moved the adoption of the following entitled resolution:

RESOLUTION AUTHORIZING THE ISSUANCE OF THE
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS, THE COLLEGE OF NEW
JERSEY ISSUE, SERIES 2020 D

The motion was seconded by Mr. Rodriguez and passed unanimously.

The adopted resolution is appended as Exhibit II.

8. **Resolution of the New Jersey Educational Facilities Authority Authorizing the Amendment of the Payment Terms of the Authority's Revenue Refunding Bond, Caldwell University Issue, 2019 Series A and Determining Other Matters in Connection Therewith**

Mr. MacDonald reported that the Authority sought the Members' approval for the deferral of certain bond payments with respect to Caldwell University Issue, 2019 Series A originally issued in the amount of \$17,000,000.

Mr. MacDonald reported that as a result of the effects of the coronavirus pandemic, the University had requested, and Provident Bank had agreed, to defer certain bond payments owed by the University pursuant to the deferral agreement. He reported that the University had requested that the Authority authorize and permit the deferral and that under the revised agreement, three months of debt service payments, including the payments due on June 1, 2020, July 1, 2020 and August 1, 2020, would be deferred, with normal payments resuming September 1, 2020. Mr. MacDonald reported that the deferred bond payments would be repaid to Provident Bank under a revised payment schedule over a five-year period following the deferral.

John Cavaliere, Esq. of McManimon, Scotland & Bauman described the resolution for the Members' consideration.

Mr. Hutchinson moved the adoption of the following entitled resolution:

RESOLUTION AUTHORIZING THE AMENDMENT OF THE
PAYMENT TERMS OF THE NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY'S REVENUE REFUNDING
BOND, CALDWELL UNIVERSITY ISSUE, 2019 SERIES A
AND DETERMINING OTHER MATTERS IN CONNECTION
THEREWITH.

The motion was seconded by Secretary Smith Ellis and passed unanimously.

The adopted resolution is appended as Exhibit III.

9. **Resolution of the New Jersey Educational Facilities Authority Appointing Members to the Evaluation Committee**

Mr. Brophy reported that the Authority's By-Laws provide that the Evaluation Committee consists of three members of the Authority who are elected at the annual meeting and that members of the Evaluation Committee must meet the same standards of independence as Audit Committee members, which is set forth in Executive Order No. 122. He reported that based on their availability, willingness to serve and meeting the criteria, the resolution recommended the appointment of the State Treasurer (or his/her designee), Ridgeley Hutchinson and Louis Rodriguez to serve on the Evaluation Committee and requested the Members' approval.

Mr. Rodriguez moved the adoption of the following entitled resolution:

RESOLUTION OF THE NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY APPOINTING MEMBERS TO THE
EVALUATION COMMITTEE

The motion was seconded by Mr. Feeney and passed unanimously.

The adopted resolution is appended as Exhibit IV.

10. **Resolution of the New Jersey Educational Facilities Authority Appointing Members to the Audit Committee**

Mr. Brophy reported that the Authority's By-laws provide that the Audit Committee shall consist of three members, the State Treasurer, the Authority's Treasurer and a member of the Authority with significant financial experience. He explained that since the State Treasurer and the Authority's Treasurer are one and the same person, the By-laws require the Chair to seek an additional nomination from the State Treasurer to the Committee so that there will be three members. Mr. Brophy reported that through the Chair, the Authority would seek a nomination from the State Treasurer and a resolution acknowledging and accepting the Treasurer's designation of a third representative to the Audit Committee would be presented to the Members at the June meeting.

Mr. Brophy reported that based on availability, willingness to serve and background, the resolution recommended the appointment of Ridgeley Hutchinson to serve as a member with significant financial experience in accordance with Executive Order No. 122.

Mr. Rodriguez moved the adoption of the following entitled resolution:

RESOLUTION OF THE NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY APPOINTING MEMBERS TO THE
AUDIT COMMITTEE

The motion was seconded by Mr. Hutchinson and passed unanimously.

The adopted resolution is appended as Exhibit V.

11. **Resolution of the New Jersey Educational Facilities Authority for the Adoption of Annual Notice of Meetings**

In compliance with the Open Public Meetings Law, Chair Hodes requested the Members' approval of the annual notice of meetings for the period June 23, 2020 through May 25, 2021. In accordance with the By-laws of the Authority, the meeting dates are generally the fourth Tuesday of the month and are

scheduled to begin at 10:00 a.m. The meetings will be conducted by phone with public access available via Zoom until further notice. Chair Hodes advised that in the event there are changes in time, date or location, the Members would receive a formal notice and that the notices would also be posted on the Authority's website and published in *The Star Ledger* and *The Times of Trenton*.

Secretary Smith Ellis moved the adoption of the following entitled resolution:

RESOLUTION OF THE NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY FOR THE ADOPTION OF THE
ANNUAL NOTICE OF MEETINGS

The motion was seconded by Mr. Hodes and passed unanimously.

The adopted resolution is appended as Exhibit VI.

12. Resolution of the New Jersey Educational Facilities Authority Authorizing Procurement of Insurance Coverage

Mr. Sootkoos reported that Willis of New Jersey, Inc. serves as the Authority's Insurance Broker pursuant to a resolution adopted by the Board on May 28, 2019 and that Willis was authorized to be the Authority's insurance broker for a term of three years from July 1, 2019 to June 30, 2022 with two optional one-year renewals.

Mr. Sootkoos reported that the Authority's insurance for General Liability and Directors and Officers liability coverage is up for renewal on July 1, 2020 and that Willis had recommended which insurance carriers should be considered for selection for the current annual renewal, for the period July 1, 2020 to July 1, 2021. He reported that staff had determined that it was in the Authority's best interest to accept Willis's recommended insurance carriers and the respective proposed renewal premiums.

Mr. Sootkoos reported that insurance limits across all coverage areas were proposed at the same levels as last year and that proposed renewal premiums had increased year over year by approximately \$4,500 primarily related to the Directors and Officers coverage. He reported that the increase in coverage was primarily related to the current pandemic conditions and the difficulty in insurance quotes 60 days in advance of coverage dates.

Mr. Sootkoos invited Robert English, Senior Vice President of Willis Towers Watson to describe the term sheets.

Mr. Rodriguez moved the adoption of the following entitled resolution:

RESOLUTION OF THE NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY AUTHORIZING PROCUREMENT OF
INSURANCE COVERAGE

The motion was seconded by Mr. Hutchinson and passed unanimously.

The adopted resolution is appended as Exhibit VII.

13. Report on Operating and Construction Fund Statements and Disbursements

Mr. Sootkoos reviewed the Results of Operations and Budget Variance Analysis and reported on the status of construction funds and related investments for March and April 2020.

Mr. Hutchinson moved that the reports be accepted as presented; the motion was seconded by Mr. Feeney and passed unanimously.


The reports are appended as Exhibit VIII.

14. Next Meeting Date

Mr. Hodes reminded everyone that the next meeting is scheduled for Tuesday, June 23rd at 10:00 a.m. Mr. Hodes advised that all board meetings would be conducted by phone until further notice. He then requested a motion to adjourn.

Mr. Rodriguez moved that the meeting be adjourned at 10:47 a.m. The motion was seconded by Mr. Hutchinson and passed unanimously.

Respectfully submitted,


Eric D. Brophy
Secretary

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
ELECTING OFFICERS FOR THE ANNUAL TERM AS SPECIFIED IN THE
AUTHORITY'S BY-LAWS**

Adopted: May 26, 2020

WHEREAS, Article III, Section 1 of the By-Laws (the "By-Laws") of the New Jersey Educational Facilities Authority (the "Authority") provide for the annual election by the Authority of a Chair, Vice-Chair, Treasurer, Secretary, Assistant Secretaries and other Officers; and

WHEREAS, the nominations for the Officers were as follows:

Mr. Hutchinson	Nominated	Joshua E. Hodes as Chair
Mr. Hodes	Nominated	Ridgeley Hutchinson as Vice-Chair
Mr. Rodriguez	Nominated	Elizabeth Maher Muoio as Treasurer
Mr. Hodes	Nominated	Eric D. Brophy as Secretary
Mr. Hutchinson	Nominated	Sheryl A. Stitt as Assistant Secretary
Mr. Hutchinson	Nominated	Steven P. Nelson as Assistant Secretary
Mr. Hutchinson	Nominated	Ellen L. Yang as Assistant Secretary
Mr. Rodriguez	Nominated	Brian Sootkoos as Assistant Treasurer

NOW, THEREFORE, BE IT RESOLVED, that the Authority elects the following individuals to serve in the capacities of Chair, Vice-Chair, Treasurer, Secretary, Assistant Treasurer and Assistant Secretaries for the annual term as specified in the Authority's By-Laws:

Joshua Hodes - Chair	Sheryl A. Stitt – Assistant Secretary
Ridgeley Hutchinson - Vice-Chair	Steven P. Nelson - Assistant Secretary
Elizabeth Maher Muoio - Treasurer	Ellen L. Yang - Assistant Secretary
Eric D. Brophy - Secretary	Brian Sootkoos - Assistant Treasurer

SECTION 1. In the event that the Election of Officers is not held prior to the Authority's next Annual Meeting on or about May 25, 2021, the Officers shall continue to serve in such capacity until their successors are elected.

SECTION 2. This resolution shall take effect in accordance with the Act.

____ Mr. Rodriguez ____ moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by ____ Mr. Feeney ____ and upon roll call the following members voted:

AYE: Joshua Hodes
Ridgeley Hutchinson
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Zakiya Smith Ellis

NAY: None

ABSTAIN: None

ABSENT: None

The Chair thereupon declared said motion carried and said resolution adopted.

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

**RESOLUTION AUTHORIZING THE ISSUANCE OF
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUE, SERIES 2020 D**

Adopted: May 26, 2020

RESOLUTION AUTHORIZING THE ISSUANCE OF NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY REVENUE REFUNDING BONDS, THE COLLEGE OF NEW JERSEY ISSUE, SERIES 2020 D

WHEREAS, the New Jersey Educational Facilities Authority (the “Authority”) was created as a public body corporate and politic of the State of New Jersey (the “State”) pursuant to the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented), N.J.S.A. 18A:72A-1 *et seq.* (the “Act”); and

WHEREAS, the Authority has heretofore issued its Revenue Bonds, The College of New Jersey Issue, Series 2013 A in the aggregate principal amount of \$24,950,000 (the “Series 2013 A Bonds”) to finance, along with other available funds, a project consisting of: (i) a capital project consisting of (a) demolition of an existing academic building (Holman Hall), including all site clearance, site work and utility upgrades, (b) construction, equipping and furnishing of a new STEM academic facility, including all related utility and site work, and (c) renovation, equipping and furnishing of the existing STEM facilities, (ii) funding capitalized interest on the Series 2013 A Bonds, and (iii) paying certain costs associated with the issuance and sale of the Series 2013 A Bonds; and

WHEREAS, the Authority has heretofore issued its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2015 G in the aggregate principal amount of \$114,525,000 (the “Series 2015 G Bonds”) to finance, along with other available funds, a project consisting of: (i) the advance refunding of a portion of certain maturities of the Authority’s outstanding Revenue Refunding Bonds, The College of New Jersey Issue, Series 2008 D Bonds (the “2008 D Bonds”), and (ii) paying certain costs associated with the issuance and sale of the Series 2015 G Bonds; and

WHEREAS, the Authority has heretofore issued its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2016 F (Tax-Exempt) and Series 2016 G (Federally Taxable) in the aggregate principal amount of \$193,180,000 (collectively, the “Series 2016 Bonds”) to finance, along with other available funds, a project consisting of: (i) the refunding of a portion of the Authority’s outstanding Series 2008 D Bonds, (ii) the refunding of a portion of the Authority’s outstanding Revenue Bonds, The College of New Jersey Issue, Series 2010 B (Build America Bonds – Direct Payment), and (iii) paying certain costs associated with the issuance and sale of the Series 2016 Bonds; and

WHEREAS, the Board of Trustees of The College of New Jersey (the “College”) desires to implement a strategic restructuring of the College's debt portfolio in order to generate liquidity/cash flow relief over a multi-year period and obtain budget flexibility due to economic uncertainty as a result of the COVID-19 pandemic through the refunding of all or a portion of the (i) Series 2013 A Bonds (the “Series 2013 A Bonds to be Refunded”), (ii) Series 2015 G Bonds (the “Series 2015 G Bonds to be Refunded”), and/or (iii) the Series 2016 Bonds (the “Series 2016 Bonds to be Refunded”); and

WHEREAS, the College has requested that the Authority issue, and the Authority has determined that it is necessary and in keeping with its authorized purposes to issue, one or more

series of bonds as described herein for the purpose of providing funds to: (i) refund the Series 2013 A Bonds To Be Refunded, (ii) refund the Series 2015 G Bonds To Be Refunded, (iii) refund the Series 2016 Bonds to be Refunded, (iv) fund a debt service reserve fund, if necessary, and (v) pay certain costs of issuance of such bonds (collectively, the “Refunding Project”); and

WHEREAS, the repayment of the bonds to be authorized for the Refunding Project (collectively, the “Bonds”) will be secured by a Lease and Agreement by and between the Authority and the College (the “Agreement”), pursuant to which the Authority will lease the Leased Facilities (as defined in the Agreement) to the College; provided, that the Agreement (to the extent set forth therein) shall be subject to the Prior Agreements (as defined in the Agreement); and

WHEREAS, the Bonds will be issued under and secured by a Trust Indenture (the “Trust Indenture”) to be entered into between the Authority and the financial institution named herein as trustee (together with its successors in trust, the “Trustee”); and

WHEREAS, a portion of the proceeds of the Bonds issued for the Refunding Project will be deposited with the Escrow Agent, as defined herein, to be held in trust under the terms of an Escrow Deposit Agreement executed in connection with the Bonds To Be Refunded (the “Escrow Deposit Agreement”), to be entered into between the Authority and the Escrow Agent for the benefit of the holders of the Bonds To Be Refunded; and

WHEREAS, the Authority desires to approve the form of and authorize the preparation and distribution of a Preliminary Official Statement (as hereinafter defined), to authorize the appropriate officers of the Authority to deem said Preliminary Official Statement final, and to authorize the preparation and distribution of a final Official Statement (as hereinafter defined) to be used in connection with the offering and sale of the Bonds; and

WHEREAS, the Authority deems it necessary and in keeping with its purposes to issue the Bonds under the Trust Indenture herein authorized for the purpose of financing all or any combination of the purposes enumerated above, and to authorize certain actions and the execution and delivery of certain documents in connection therewith; and

WHEREAS, the Authority has undertaken procedures to procure professionals in connection with the issuance of the Bonds and the members of the Authority have been provided with a memorandum summarizing the procurement procedures and the Authority staff's recommendations with respect thereto; and

WHEREAS, pursuant to Section 8(c) of the Act, the bonds of the Authority shall be authorized by resolution of the members of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE AUTHORITY, AS FOLLOWS:

ARTICLE I
AUTHORIZATION OF BONDS AND APPROVAL OF DOCUMENTS

1.1 Purpose and Issuance of the Bonds.

The Authority hereby declares the Refunding Project to be an authorized undertaking of the Authority and authorizes and directs the Chair, Vice Chair, Executive Director, Deputy Executive Director, Treasurer, Director of Project Management, Director of Compliance Management, Secretary, Assistant Treasurer or any Assistant Secretary of the Authority and any other person authorized by resolution of the Authority, and any of such officers designated as “acting” or “interim” (each an “Authorized Officer”), to execute and deliver all documents necessary to enable the Authority, as permitted by the Act, to finance, on behalf of the College, the costs of the Refunding Project, in whole or in part.

1.2 Authorization of the Bonds.

(a) The Authority hereby authorizes the issuance of the Bonds, in an aggregate principal amount not to exceed \$225,000,000, in one or more tax-exempt and/or taxable series at the same time or at different times as separate transactions in order to finance, on behalf of the College, the costs of the Refunding Project. The Bonds shall be designated “New Jersey Educational Facilities Authority Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D” (or such other designation or designations as an Authorized Officer may determine).

(b) The Authority hereby finds and determines that the issuance of the Bonds involves certain circumstances under which a negotiated bond sale is permissible as outlined in Executive Order No. 26 (Whitman 1994), namely, volatile market conditions and a complex financing structure, and that a competitive sale of the Bonds is not in the best interest of the Authority and the College.

(c) Based upon the Authority’s competitive request for proposal process under its standard procurement process and procedures and in accordance with Executive Order No. 26 (Whitman 1994) (“*Executive Order No. 26*”) and Executive Order No. 37 (Corzine 2006) (“*Executive Order No. 37*”), the Authority hereby selects and appoints Morgan Stanley & Co. LLC as the senior managing underwriter to purchase the Bonds. Any Authorized Officer is hereby authorized to execute and deliver on behalf of the Authority a contract of purchase (the “Purchase Contract”) by and between the Authority and Morgan Stanley & Co. LLC, on behalf of itself and any other members of an underwriting syndicate headed by such firm (collectively, the “Underwriter”), in substantially the form presented to this meeting with such changes as shall be approved by an Authorized Officer, with the advice of McManimon, Scotland & Baumann, LLC (“Bond Counsel”) and the Attorney General of the State (such approval to be evidenced conclusively by such Authorized Officer’s execution thereof), for the purchase of the Bonds at the price or prices to be agreed upon; provided, however, that the Underwriter’s discount for the Bonds shall not exceed \$4.00 per \$1,000 of principal amount. A copy of the Purchase Contract as executed shall be filed with the records of the Authority.

(d) The Executive Director, the Deputy Executive Director or any such officer designated as “acting” or “interim” is hereby authorized to select and appoint a co-senior and/or one or more co-managing underwriters, if necessary, in connection with the financing in accordance with Executive Order No. 26 and Executive Order No. 37, and the Authority’s competitive request for proposal process under its standard procurement policies and procedures to purchase the Bonds as members of an underwriting syndicate headed by Morgan Stanley & Co. LLC.

(e) The Bonds shall be issued in fully registered form, shall be in the denominations, and shall be numbered as shall be provided in the Trust Indenture. The Bonds shall be dated initially and bear interest from the date of issuance thereof at the rates set forth in the Trust Indenture, mature and be executed and authenticated as shall be set forth in the Trust Indenture; provided, however, that the final maturity date of the Bonds will be no later than July 1, 2050. The Bonds shall bear interest at one or more fixed interest rates as set forth in the Trust Indenture, with a true interest cost not to exceed 5.75%. The Bonds shall be subject to redemption as provided in the Trust Indenture; provided, however, the redemption premium on the Bonds, if any, shall not exceed 5.00%; provided further, however, that the redemption premium on any Bond subject to optional redemption pursuant to a “make-whole” provision may exceed 5.00% of the principal amount of such Bond if so provided in the Trust Indenture.

1.3 Form of Bonds.

The Bonds shall be in substantially the form set forth in Exhibit A to the Trust Indenture, with such insertions, omissions or variations as may be necessary or appropriate, as approved by an Authorized Officer, with the advice of Bond Counsel and the Attorney General of the State, such execution and attestation to be conclusive evidence of the approval thereof.

1.4 Delivery of the Bonds.

The Bonds shall be executed in the name of the Authority by the manual or facsimile signature of its Chair, Vice Chair, Executive Director or Deputy Executive Director, and any of such officers designated as “acting” or “interim,” and its official common seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile signature of its Executive Director, Deputy Executive Director, Secretary, Assistant Treasurer or any Assistant Secretary, and any of such officers designated as “acting” or “interim,” or in such other manner as may be provided by law; provided, the Bonds may not be attested by the Authorized Officer executing the Bonds. Following the execution of the Bonds, any Authorized Officer is hereby authorized to deliver the Bonds to the Trustee for authentication and, after authentication, to deliver the Bonds to the Underwriter or its agent against receipt of the purchase price or unpaid balance thereof.

1.5 Approval of the Preliminary Official Statement and Final Official Statement.

(a) The form of the Preliminary Official Statement relating to the Bonds (the “Preliminary Official Statement”) presented at this meeting is hereby approved (a copy of which shall be filed with the records of the Authority) and distribution by the Underwriter of the Preliminary Official Statement is hereby authorized in substantially such form, with such

insertions, deletions and changes therein and any supplements thereto as may be approved by an Authorized Officer, with the advice of Bond Counsel and the Attorney General of the State. Any Authorized Officer is hereby authorized to "deem final" the Preliminary Official Statement in accordance with Rule 15c2-12 of the Securities and Exchange Commission, if applicable.

(b) Any Authorized Officer is hereby authorized and directed to execute and deliver the final Official Statement relating to the Bonds (the "Official Statement"), in substantially the form of the Preliminary Official Statement, with such changes, insertions and alterations as the Authorized Officer executing same shall approve, with the advice of Bond Counsel and the Attorney General of the State, such approval to be evidenced conclusively by the execution thereof by such Authorized Officer.

1.6 Approval of Agreement.

The form of the Agreement presented at this meeting (a copy of which shall be filed with the records of the Authority) is hereby approved. Any Authorized Officer is hereby authorized and directed to execute, acknowledge and deliver, and any other Authorized Officer is hereby authorized and directed to affix and attest the official common seal of the Authority to the Agreement in substantially such form, with such changes therein (including, without limitation, the date thereof, and any acceptable covenants or provisions that may be required by the Underwriter or the bond insurer, if any) and any supplements thereto as the Authorized Officer executing the same may approve with the advice of Bond Counsel and the Attorney General of the State, such approval to be evidenced conclusively by such Authorized Officer's execution thereof.

1.7 Approval of Trust Indenture.

The form of the Trust Indenture presented at this meeting (a copy of which shall be filed with the records of the Authority) is hereby approved. Any Authorized Officer is hereby authorized and directed to execute, acknowledge and deliver, and any other Authorized Officer is hereby authorized and directed to affix and attest the official common seal of the Authority to the Trust Indenture in substantially such form, with such insertions and changes therein (including, without limitation, the date thereof and the initial interest payment date contained therein, any provisions relating to a policy of insurance insuring principal and interest when due on the Bonds, if any, and any acceptable covenants or provisions that may be required by the Underwriter or the bond insurer, if any) and any supplements thereto as the Authorized Officer executing the same may approve with the advice of Bond Counsel and the Attorney General of the State, such approval to be evidenced conclusively by such Authorized Officer's execution thereof.

1.8 Approval of Escrow Deposit Agreement.

The form of the Escrow Deposit Agreement presented at this meeting (a copy of which shall be filed with the records of the Authority), is hereby approved. Any Authorized Officer is hereby authorized and directed to execute, acknowledge and deliver, and any other Authorized Officer is hereby authorized to attest the Escrow Deposit Agreement in substantially such form, with such insertions and changes therein as the Authorized Officer executing the same may

approve, with the advice of Bond Counsel and the Attorney General of the State, such approval to be evidenced conclusively by such Authorized Officer's execution thereof.

1.9 Appointments.

(a) U.S. Bank National Association is hereby appointed to act as the initial Trustee under the Indenture. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by the Trustee's execution and delivery thereof.

(b) U.S. Bank National Association (the "Escrow Agent"), the entity serving as the trustee for the Series 2013 A Bonds, the Series 2015 G Bonds, and the Series 2016 Bonds, is hereby appointed as the Escrow Agent under the Escrow Deposit Agreement. The Escrow Agent shall signify acceptance of the duties and obligations imposed upon it by Escrow Deposit Agreement by the Escrow Agent's execution thereof.

(c) Causey Demgen & Moore P.C. is hereby appointed to act as the verification agent in connection with the refunding of the Bonds To Be Refunded pursuant to the terms of the Escrow Deposit Agreement.

1.10 Book-Entry System for the Bonds.

(a) Except as provided in the Trust Indenture, the registered owner of all of the Bonds shall be The Depository Trust Company, New York, New York ("DTC"), and the Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) Unless a blanket DTC Representation Letter has theretofore been executed by the Authority and filed with DTC, at or prior to settlement for the Bonds, the Authority and the Trustee shall execute or signify their approval of a DTC Representation Letter. Any Authorized Officer is hereby authorized to execute and deliver a DTC Representation Letter to DTC.

1.11 Bond Insurance Authorized.

Any Authorized Officer is hereby authorized to: (a) select a municipal bond insurer (the "Bond Insurer") for the Bonds pursuant to a competitive solicitation process and in accordance with applicable law, to the extent that such Authorized Officer with the advice of the Underwriter and the Attorney General of the State and with the approval of the College determines that bond insurance or a surety for the debt service reserve fund is necessary or desirable in order to market the Bonds and provided that the Underwriter will be able to certify substantially to the effect that the present value of the premium for the bond insurance is less than the present value of the interest reasonably expected to be saved as a result of obtaining the bond insurance, (b) execute a commitment letter for the issuance of a bond insurance and surety policy or policies (collectively, the "Policy") by such Bond Insurer (or a certificate evidencing selection of the Bond Insurer), (c) carry out the Authority's obligations thereunder (including payment of the premium for the Policy), and (d) accept the terms and conditions relating to the Bonds required by the Bond Insurer as a condition to the issuance of the Policy and to incorporate such terms and conditions into the Trust Indenture, the Agreement, the Purchase Contract, the Preliminary Official Statement, and the Official Statement as such Authorized

Officer deems necessary and appropriate, with the advice of Bond Counsel and the Attorney General of the State

1.12 Continuing Disclosure.

Pursuant to the Agreement, the College will undertake all responsibility for compliance with continuing disclosure requirements, and the Authority shall have no liability to the holders of the Bonds or any other person with respect to such disclosure matters. The form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") presented at this meeting (a copy of which shall be filed with the records of the Authority) is hereby approved. The Trustee shall be appointed to act as dissemination agent under the Continuing Disclosure Agreement (in such capacity, the "Dissemination Agent"), and shall comply with and carry out all of the obligations imposed on the Dissemination Agent under the Continuing Disclosure Agreement and the Agreement. The failure of the College or the Dissemination Agent to comply with the requirements of the Continuing Disclosure Agreement shall not constitute an event of default under this Resolution, the Trust Indenture or the Agreement.

1.13 Conformance of Documents.

Any Authorized Officer is hereby authorized and directed to approve such changes to the forms of the Preliminary Official Statement, the Official Statement, the Purchase Contract, the Agreement, the Trust Indenture, the Escrow Deposit Agreement and such other agreements, documents or certificates as may be necessary and appropriate to conform same to the bond insurance requirements of the issuer of a financial guaranty insurance policy insuring payment of principal of and interest on the Bonds when due, if any, with the advice of Bond Counsel and the Attorney General of the State, such approval to be evidenced conclusively by such Authorized Officer's execution thereof.

**ARTICLE II
MISCELLANEOUS**

2.1 Authorization to Invest Bond Proceeds.

(a) Any Authorized Officer is hereby authorized to enter into or direct the Trustee to enter into one or more agreements to invest the proceeds of the Bonds in the investments permissible under the Indenture or as permitted by the Bond Insurer, if any, which includes investment agreements and repurchase agreements (the "Qualified Investments"), in the event that such Authorized Officer determines, in consultation with and with the consent of the College, that it is advantageous to the College for the Authority to invest any proceeds of the Bonds in such Qualified Investments. The form of any such investment agreement or repurchase agreement shall be approved by an Authorized Officer, with the advice of Bond Counsel and the Attorney General of the State.

(b) Any Authorized Officer is hereby authorized to utilize the proceeds of the Bonds or other available moneys held pursuant to the Escrow Deposit Agreement either (a) to purchase United States Treasury Obligations, State and Local Government Series ("SLGS") or (b) to select a firm to act as the Authority's broker or to select a bidding agent to solicit bids pursuant to a competitive solicitation process to purchase open market United States Treasury Obligations ("U.S. Treasury Obligations") (which qualify as permissible defeasance obligations pursuant to the Escrow Deposit Agreement), in the event that such Authorized Officer determines that it is necessary or advantageous to the Authority to purchase such open market U.S. Treasury Obligations. In connection with the purchase of open market U.S. Treasury Obligations, any Authorized Officer is further authorized to solicit bids for one or more float forward or escrow reinvestment agreements (a "Float Forward Agreement") and to direct the Escrow Agent pursuant to the Escrow Deposit Agreement to enter into any such Float Forward Agreement with the successful bidder or bidders thereof. Pursuant to the terms of any Float Forward Agreement, the provider, in consideration of an upfront payment to the Escrow Agent, shall have the right to sell U.S. Treasury Obligations to the Escrow Agent, at the times and in the amounts set forth in the Float Forward Agreement, at an aggregate purchase price not exceeding the maturity value thereof. Such U.S. Treasury Obligations shall mature on or before the dates when the proceeds thereof are needed to make payments in accordance with the Escrow Deposit Agreement. Each Float Forward Agreement shall be awarded to the bidder offering to pay the highest upfront payment therefor. The form of any Float Forward Agreement shall be approved by an Authorized Officer, in consultation with Bond Counsel and the Attorney General of the State. Any Authorized Officer is further authorized to execute and deliver any such Float Forward Agreement and/or any certificates or other documents required in connection therewith. Notwithstanding the foregoing, nothing contained herein shall prohibit an Authorized Officer from purchasing both SLGS and open market U.S. Treasury Obligations, to the extent permitted by law. Bond Counsel, the Underwriter, and the Escrow Agent are hereby authorized to act as agent(s), if so directed by an Authorized Officer, on behalf of the Authority for the subscription of SLGS via SLGSafe pursuant to the regulations promulgated therefor set forth in 31 C.F.R. Part 344.

2.2 Incidental Actions.

(a) The Authorized Officers are hereby authorized to refund the Bonds To Be Refunded selected by the College, in consultation with the Authority, the College's financial advisor, and the Underwriter.

(b) The Authorized Officers are hereby authorized and directed to execute and deliver such other documents, certificates, directions, releases, and notices, and to take such other action as may be necessary or appropriate in order to: (i) effectuate the Refunding Project, (ii) effectuate the execution and delivery of the Agreement, the Trust Indenture, the Escrow Deposit Agreement, the Preliminary Official Statement, the Official Statement, and the Purchase Contract, and the issuance, sale and delivery of the Bonds, including, without limitation, documents necessary to effectuate the issuance, sale and delivery of the Bonds and the refunding and redemption of the Bonds To Be Refunded, (iii) implement the DTC book-entry only system for the Bonds, (iv) maintain the tax-exempt status of the interest on the Bonds, as applicable, and the tax-advantaged status of the Bonds To Be Refunded (including the preparation and filing of any information reports or other documents with respect to the Bonds as may at any time be required under Section 149 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder), (v) obtain the Policy, if any, and (vi) enter into, or cause to be entered into, one or more agreements to invest the proceeds of the Bonds in Qualified Investments.

(c) The Authorized Officers are hereby authorized and directed to take such actions from time to time as may be necessary or appropriate to determine the specific real and/or personal property to be subject to the Agreement and (if necessary) to accept conveyance of such property from, or convey such property to (including property subject to the Lease and Agreement relating to the Bonds To Be Refunded), the College or other applicable entity.

2.3 Prior Resolutions.

All prior resolutions of the Authority or portions thereof inconsistent herewith are hereby repealed.

2.4 Effective Date.

This Resolution shall take effect in accordance with the Act.

ESCROW DEPOSIT AGREEMENT

by and between

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent

Dated July __, 2020

ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this "*Agreement*"), dated July __, 2020, is by and between the NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY (the "*Authority*") and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America, with trust and fiduciary powers in the State of New Jersey, as escrow agent (in such capacity, the "*Escrow Agent*").

WITNESSETH:

WHEREAS, the Authority has previously issued and sold its Revenue Bonds, The College of New Jersey Issue, Series 2013 A (the "*Series 2013 A Bonds*"), on behalf of The College of New Jersey (the "*College*") pursuant to the terms of a resolution of the Authority adopted on November 7, 2013 and a Trust Indenture, dated as of December 1, 2013 (the "*Series 2013 A Indenture*"), by and between the Authority and U.S. Bank National Association, as trustee (in such capacity, the "*Trustee*"); and

WHEREAS, the Series 2013 A Indenture provides, in part, that if the Authority shall pay or cause to be paid to the holders of the Series 2013 A Bonds the principal of and interest thereon, at the times and in the manner stipulated therein, then the pledge of the revenues or other moneys and securities pledged by the Series 2013 A Indenture to the Series 2013 A Bonds and all other rights granted by the Series 2013 A Indenture to the Series 2013 A Bonds shall be discharged and satisfied; and

WHEREAS, the Authority has previously issued and sold its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2015 G (the "*Series 2015 G Bonds*"), on behalf of the College pursuant to the terms of a resolution of the Authority adopted on July 20, 2015 and a Trust Indenture, dated as of September 1, 2015 (the "*Series 2015 G Indenture*"), by and between the Authority and the Trustee; and

WHEREAS, the Series 2015 G Indenture provides, in part, that if the Authority shall pay or cause to be paid to the holders of the Series 2015 G Bonds the principal thereof and interest thereon, at the times and in the manner stipulated therein, then the pledge of the revenues or other moneys and securities pledged by the Series 2015 G Indenture to the Series 2015 G Bonds and all other rights granted by the Series 2015 G Indenture to the Series 2015 G Bonds shall be discharged and satisfied; and

WHEREAS, the Authority has previously issued and sold its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2016 F (Tax-Exempt) (the "*Series 2016 F Bonds*") and Series 2016 G (Federally Taxable) (the "*Series 2016 G Bonds*"; and together with the Series 2016 F Bonds, the "*Series 2016 Bonds*"), on behalf of the College pursuant to the terms of a resolution of the Authority adopted on July 26, 2016 and a Trust Indenture, dated as of September 1, 2016 (the "*Series 2016 Indenture*"), by and between the Authority and the Trustee; and

WHEREAS, the Series 2016 Indenture provides, in part, that if the Authority shall pay or cause to be paid to the holders of the Series 2016 Bonds the principal thereof and interest thereon, at the times and in the manner stipulated therein, then the pledge of the revenues or other moneys and securities pledged by the Series 2016 Indenture to the Series 2016 Bonds and all other rights granted by the Series 2016 Indenture to the Series 2016 Bonds shall be discharged and satisfied; and

WHEREAS, the Authority is now issuing \$[BOND AMOUNT] principal amount of its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable) (the "*Series 2020 D Bonds*"), pursuant to a resolution adopted by the Authority on May 26, 2020 and a Trust Indenture, dated as of July 1, 2020 (the "*Series 2020 D Indenture*"), by and between the Authority and the Trustee, to provide for, among other things, the refunding of the Series 2013 A Bonds described in **Exhibit A** attached hereto (the "*Series 2013 A Bonds to be Refunded*"), the refunding of the Series 2015 G Bonds described in **Exhibit A** attached hereto (the "*Series 2015 G Bonds to be Refunded*"), the refunding of the Series 2016 F Bonds described in **Exhibit A** attached hereto (the "*Series 2016 F Bonds to be Refunded*"), and the refunding of the Series 2016 G Bonds described in **Exhibit A** attached hereto (the "*Series 2016 G Bonds to be Refunded*"); and together with the Series 2013 A Bonds to be Refunded, the Series 2015 G Bonds to be Refunded, and the Series 2016 F Bonds to be Refunded, the "*Bonds to be Refunded*"); and

WHEREAS, pursuant to the Series 2020 D Indenture, the Authority has authorized the deposit with the Escrow Agent of an amount from the proceeds of the Series 2020 D Bonds (the "*Deposit Amount*") that, together with the investment income to be earned on such proceeds, will be sufficient to pay, when due, the principal of and interest on (a) the Series 2013 A Bonds to be Refunded to July 1, 2023 (the "*Series 2013 A Redemption Date*") as set forth in **Exhibit A** attached hereto, (b) the Series 2015 G Bonds to be Refunded to July 1, 2025 (the "*Series 2015 G Redemption Date*"), as set forth in **Exhibit A** attached hereto, (c) the Series 2016 F Bonds to be Refunded to July 1, 2026 (the "*Series 2016 F Redemption Date*"), as set forth in **Exhibit A** attached hereto, (d) the Series 2016 G Bonds to be Refunded to [] (the "*Series 2016 G Redemption Date*"), as set forth in **Exhibit A** attached hereto; and together with the Series 2013 A Redemption Date, the Series 2015 G Redemption Date, and the Series 2016 F Redemption Date, the "*Redemption Dates*"), and to pay the respective redemption prices of the Bonds to be Refunded on their respective Redemption Dates; and

WHEREAS, upon the deposit with the Escrow Agent of the Deposit Amount and the giving of certain irrevocable instructions by the Authority to the Escrow Agent as herein provided, the Series 2013 A Bonds to be Refunded shall cease to be entitled to any lien, benefit or security under the Series 2013 A Indenture, the Series 2015 G Bonds to be Refunded shall cease to be entitled to any lien, benefit or security under the Series 2015 G Indenture, and the Series 2016 F Bonds to be Refunded and the Series 2016 G Bonds to be Refunded shall cease to be entitled to any lien, benefit or security under the Series 2016 Indenture, and all obligations of the Authority to the holders of the Bonds to be Refunded shall thereupon be released, discharged and satisfied.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

SECTION 1. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund (the "*Escrow Fund*") to be held by the Escrow Agent as a trust fund for the benefit of the holders of the Bonds to be Refunded as described herein. Within the Escrow Fund, there is hereby created and established a separate account designated as the "*Series 2013 A Account*". The moneys and securities held in the Series 2013 A Account shall be for the sole and exclusive benefit of the Series 2013 A Bonds to be Refunded. Within the Escrow Fund, there is also hereby created and established a separate account designated as the "*Series 2015 G Account*". The moneys and securities held in the Series 2015 G Account shall be for the sole and exclusive benefit of the Series 2015 G Bonds to be Refunded. Within the Escrow Fund, there is also hereby created and established a separate account designated as the "*Series 2016 F Account*". The moneys and securities held in the Series 2016 F Account shall be for the sole and exclusive benefit of the Series 2016 F Bonds to be Refunded. Within the Escrow Fund, there is also hereby created and established a separate account designated as the "*Series 2016 G Account*". The moneys and securities held in the Series 2016 G Account shall be for the sole and exclusive benefit of the Series 2016 G Bonds to be Refunded. The Escrow Fund shall be held by the Escrow Agent separate and apart from all other funds of the Authority and the Escrow Agent.

SECTION 2. The Escrow Agent hereby acknowledges receipt of immediately available funds in the amount of \$[_____], consisting of proceeds of the Series 2020 D Bonds.

SECTION 3. The Escrow Agent shall immediately deposit the amount set forth in Section 2 hereof in the Escrow Fund, of which \$[_____] shall be deposited into the Series 2013 A Account, \$[_____] shall be deposited into the Series 2015 G Account, \$[_____] shall be deposited into the Series 2016 F Account and \$[_____] shall be deposited into the Series 2016 G Account. The Escrow Agent shall apply such deposited amounts as follows:

(a) The Escrow Agent shall apply \$[_____] of the amount deposited in the Series 2013 A Account on July [___], 2020 to the purchase of the securities listed in **Exhibit B-1** attached hereto and shall retain \$[_____] uninvested in cash in the Series 2013 A Account.

(b) The Escrow Agent shall apply \$[_____] of the amount deposited in the Series 2015 G Account on July [___], 2020 to the purchase of the securities listed in **Exhibit B-2** attached hereto and shall retain \$[_____] uninvested in cash in the Series 2015 G Account.

(c) The Escrow Agent shall apply \$[_____] of the amount deposited in the Series 2016 F Account on July [___], 2020 to the purchase of the securities listed in **Exhibit B-3** attached hereto and shall retain \$[_____] uninvested in cash in the Series 2016 F Account.

(d) The Escrow Agent shall apply \$[_____] of the amount deposited in the Series 2016 G Account on July [___], 2020 to the purchase of the securities listed in **Exhibit B-4** attached hereto and shall retain \$[_____] uninvested in cash in the Series 2016 G Account.

The securities listed in **Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4** consist entirely of direct obligations of the United States of America that are not subject to redemption prior to their maturity (the "*Defeasance Securities*"). In sole reliance on the computations prepared by Morgan Stanley & Co. LLC and verified by Causey Demgen & Moore P.C. as

described in the verification report attached hereto as **Exhibit C**, the Authority represents that the amounts so deposited in each account of the Escrow Fund, together with income from the investment thereof to be retained therein pursuant to this Agreement, will provide sufficient funds to pay the principal or redemption price of each series of the Bonds to be Refunded on, and interest on each series of the Bonds to be Refunded to, the respective Redemption Dates, all as set forth in **Exhibit A**.

SECTION 4. (a) The Escrow Agent agrees that the Deposit Amount deposited in the Escrow Fund pursuant to Section 3 hereof and the interest income to be earned thereon and any other moneys and investments deposited in the Escrow Fund will be held in trust for the sole and exclusive benefit of the holders of the Bonds to be Refunded as set forth herein. The Escrow Agent shall have no liability for the payment of the principal of and interest on the Bonds to be Refunded pursuant to this Section 4, the Series 2013 A Indenture, the Series 2015 G Indenture, and the Series 2016 Indenture, except for the application of moneys and obligations available for such purposes in the Escrow Fund. The Escrow Agent shall not be liable for any loss resulting from any investment made in accordance with the provisions of this Agreement, nor shall it be required to risk or expend its own funds hereunder.

(b) The balance remaining upon purchase of the Defeasance Securities listed in **Exhibit B-1, Exhibit B-2, Exhibit B-3 and Exhibit B-4** shall remain uninvested. For the purposes of the immediately preceding sentence, "uninvested" shall mean held as a cash balance in the Escrow Fund and not invested for any purpose.

SECTION 5. Except as otherwise expressly provided herein, the Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Defeasance Securities held hereunder or to sell, transfer or otherwise dispose of the Defeasance Securities acquired hereunder, or to pay interest on any such moneys not required to be invested hereunder; *provided, however*, that at the written direction of the Authority and upon compliance with the conditions hereinafter stated, the Escrow Agent shall have the power to sell, transfer, otherwise dispose of, or request the redemption of, the Defeasance Securities acquired hereunder, and to substitute therefor other Defeasance Securities that are non-callable. Any substituted Defeasance Securities or cash shall be a part of and credited to the Escrow Fund. The Escrow Agent shall purchase such substitute Defeasance Securities with the proceeds derived from the sale, transfer, disposition or redemption of the initial Defeasance Securities and with any other funds available for such purpose. From time to time, Defeasance Securities may be sold, transferred, redeemed or otherwise disposed of and replaced by other Defeasance Securities subject to the same conditions. Any amounts received from the sale or redemption of Defeasance Securities and not needed or used to purchase substitute Defeasance Securities shall be transferred by the Escrow Agent as directed in writing by the Authority. The foregoing transactions may be effected only if: (i) a recognized firm of certified public accountants shall certify to the Authority and the Escrow Agent that after such transaction the principal amount of, and interest income on, the substituted Defeasance Securities or cash will, together with any moneys or securities in the Escrow Fund reserved for such purpose, be sufficient to pay when due (whether at stated maturity or at the optional redemption date, as applicable) the principal of, and interest and redemption premium on, the Bonds to be Refunded; (ii) the amounts and dates of the anticipated payments from the Escrow Fund to the holders of such Bonds to be Refunded in accordance with their terms will not be diminished or postponed thereby; (iii) the Escrow

Agent shall receive an opinion of nationally recognized bond counsel to the effect that such disposition and substitution or purchase is permitted under the Series 2013 A Indenture, the Series 2015 G Indenture, the Series 2016 Indenture and this Agreement, and it would have no adverse effect on the exclusion from gross income for federal income tax purposes of the interest on the Bonds to be Refunded; (iv) in the event cash is provided, such cash shall, to the extent not insured by the Federal Deposit Insurance Corporation or other federal agency, be continuously secured by the pledge of direct obligations of the United States of America; and (v) the Authority pays all costs incident to the transactions. If United States Treasury Securities – State and Local Government Series are to be purchased as substitute Defeasance Securities, the Authority or, at its direction, the financial advisor in connection with the Series 2020 D Bonds shall prepare and file the appropriate application therefor.

SECTION 6. The Authority hereby irrevocably instructs the Escrow Agent and the Escrow Agent hereby agrees to: (i) redeem the Bonds to be Refunded on their respective Redemption Dates, in the amounts and at the redemption prices set forth in **Exhibit A**, and to apply the principal of and interest earned on the Defeasance Securities to the payment of the principal or redemption price of and interest on such Bonds to be Refunded as the same become due until and on their respective Redemption Dates, as set forth in **Exhibit A**; (ii) mail to the holders of the Series 2013 A Bonds to be Refunded a notice of optional redemption substantially in the form attached hereto as **Exhibit D-1** at least 30 but not more than 60 days prior to the Series 2013 A Redemption Date and in accordance with Section 3.04 of the Series 2013 A Indenture; (iii) mail to the holders of the Series 2015 G Bonds to be Refunded a notice of optional redemption substantially in the form attached hereto as **Exhibit D-2** at least 30 but not more than 60 days prior to the Series 2015 G Redemption Date and in accordance with Section 3.04 of the Series 2015 G Indenture; (iv) mail to the holders of the Series 2016 F Bonds to be Refunded a notice of optional redemption substantially in the form attached hereto as **Exhibit D-3** at least 30 but not more than 60 days prior to the Series 2016 F Redemption Date and in accordance with Section 3.04 of the Series 2016 Indenture; and (v) mail to the holders of the Series 2016 G Bonds to be Refunded a notice of optional redemption substantially in the form attached hereto as **Exhibit D-4** at least 30 but not more than 60 days prior to the Series 2016 G Redemption Date and in accordance with Section 3.04 of the Series 2016 Indenture. In addition, the Escrow Agent shall cause notice of each such redemption to be provided to the Municipal Securities Rulemaking Board (the "*MSRB*") in an electronic format as prescribed by the *MSRB* and accompanied by such identifying information as is prescribed by the *MSRB*.

SECTION 7. On July 1, 2026, after payment of the principal or redemption price of and interest on the Bonds to be Refunded, all remaining moneys and securities in the Escrow Fund shall be transferred by the Escrow Agent to the Debt Service Fund established pursuant to the Series 2020 D Indenture for application solely to the payment of the Series 2020 D Bonds.

SECTION 8. The Escrow Fund created hereby shall be irrevocable and the holders of the Bonds to be Refunded shall have an express lien on and security interest in all amounts deposited into the Escrow Fund, as described and subject to the limitations set forth herein, including all amounts representing principal of and interest on the Defeasance Securities on deposit in the Escrow Fund until used and applied in accordance herewith.

SECTION 9. (a) Unless otherwise provided by contract, the Escrow Agent shall be compensated by the Authority from moneys provided by the College for its reasonable fees, expenses and disbursements, including reasonable legal fees, incurred with respect to services rendered hereunder, based upon itemized invoices submitted to the Authority for payment. This right to receive compensation notwithstanding, the Escrow Agent acknowledges that it has no claim against or lien on the moneys or securities on deposit in the Escrow Fund for any such payment. The compensation of the Escrow Agent provided in this Section 9(a) shall survive termination of this Agreement pursuant to Section 10 hereof.

(b) The recitals of fact in this Agreement shall be taken as the statements of the Authority, and the Escrow Agent does not assume any responsibility for the correctness of the same. The Escrow Agent shall not be under any obligation or duty to perform any act that would involve it in any expense or liability or to institute or defend any suit in respect of this Agreement or to advance any of its own moneys unless properly indemnified to its satisfaction. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct.

(c) The Escrow Agent shall be entitled to rely and act upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it to be genuine, and to have been signed and presented by the proper party or parties, and may consult with counsel, who may or may not be counsel to the College or the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Agreement, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an Authorized Officer of the Authority (as defined in the Series 2016 Indenture), and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Agreement, but in its discretion the Escrow Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Authority to the Escrow Agent shall be sufficiently executed if executed in the name of the Authority by an Authorized Officer thereof. The Escrow Agent may perform any duties hereunder either directly or, to the extent that it may reasonably determine is necessary or appropriate to the conduct of its duties hereunder, by or through agents or attorneys, and the Escrow Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it with due care hereunder, taking into account the duties with respect to which such agent or attorney is appointed. The foregoing sentence shall not be interpreted as absolving the Escrow Agent of responsibility with respect to duties customarily performed by escrow agents in the ordinary course of business without the employment of agents or attorneys.

(d) The Escrow Agent may resign at any time and be discharged of its duties hereunder, provided that: (i) it has given not less than 60 days written notice to the Authority of such resignation; (ii) it has given notice of such resignation to the holders of the Bonds to be Refunded in the manner prescribed in the Series 2013 A Indenture, the Series 2015 G Indenture

and the Series 2016 Indenture; (iii) the Authority has appointed a successor to the Escrow Agent hereunder; (iv) the Escrow Agent has received an instrument of acceptance executed by the successor to the Escrow Agent hereunder; and (v) the Escrow Agent has delivered to its successor hereunder all of the escrowed documents, the Defeasance Securities and any moneys held by the Escrow Agent in the Escrow Fund. Such resignation shall take effect only upon the occurrence of all of the events listed in clauses (i) through (v) of this subsection (d) and only if the Escrow Agent has complied with and is not in default of any of its obligations hereunder, unless the Authority and the College consent to such resignation. Upon receipt by the Authority of the written notice described in clause (i) above, the Authority shall use its best efforts to obtain a successor to the Escrow Agent hereunder as soon as possible. If no appointment of a successor is made within 60 days after the giving by the Escrow Agent of written notice of resignation in accordance with this Section 9(d), the Escrow Agent may apply to any State court of competent jurisdiction for the appointment of such a successor, and the State court may thereupon, after such notice, if any, as the State court may deem proper, appoint a successor.

(e) The Escrow Agent may be removed at any time by the Authority by an instrument in writing signed and acknowledged by the Authority. A copy of such instrument shall be delivered by the Authority to the Escrow Agent at least 30 days prior to the effective date of the removal of such Escrow Agent. Upon such effective date, the Escrow Agent shall deliver to the Escrow Agent's successor (at the direction of the Authority) all documents, instruments and moneys listed in clause (v) of subsection (d) of Section 9 above.

(f) Any bank that merges with or into the Escrow Agent shall be deemed the successor Escrow Agent without any further action hereunder.

SECTION 10. Except as provided in Section 9(a) hereof, this Agreement shall terminate when the principal or redemption price of and interest on all the Bonds to be Refunded have been fully paid; *provided*, that moneys held by the Escrow Agent in the Escrow Fund for the payment and discharge of any of the Bonds to be Refunded that remain unclaimed shall be held in compliance with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 *et seq.* and in accordance with the Escrow Agent's escheat policies and procedures, which must not be in conflict with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 *et seq.*

SECTION 11. This Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without the written consent of the holders of one hundred percent (100%) in principal amount of the unpaid Bonds to be Refunded at the time such election is made; *provided, however*, that the Authority and the Escrow Agent may, without the consent of or notice to the holders of the unpaid Bonds to be Refunded, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement; or
- (b) to grant to or confer upon the Escrow Agent for the benefit of the holders of the Bonds to be Refunded any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Escrow Agent.

The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized bond counsel with respect to the matters provided for in this Section 11, including the extent, if any, to which any change, modification, addition or elimination affects the rights of holders of the Bonds to be Refunded or that any instrument executed hereunder complies with the conditions or provisions of this Section 11. Notwithstanding anything in this paragraph to the contrary, no change shall be made to any provision of this Agreement regarding the investment or other use of the proceeds of the Series 2020 D Bonds without an unqualified opinion of nationally recognized bond counsel to the effect that such change and the investment or other use of the proceeds of the Series 2020 D Bonds in accordance with such change will not cause any of the Bonds to be Refunded to be deemed "Outstanding" within the meaning of Section 1.01 of the Series 2013 A Indenture, the Series 2015 G Indenture or the Series 2016 Indenture.

SECTION 12. In accordance with P.L. 2005, c. 92, the Escrow Agent covenants and agrees that all services performed under this Agreement by the Escrow Agent shall be performed within the United States of America. The Escrow Agent represents that it has complied with the requirements of N.J.S.A. 52:32-58 and has filed a certification with the Authority that it is not identified on the list of persons engaging in investment activities in Iran.

SECTION 13. The Escrow Agent hereby acknowledges that it has been advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, Section 3) if the Escrow Agent enters into agreements or contracts, such as this Agreement, with a public entity, such as the Authority, and receives compensation or fees in excess of \$50,000 or more in the aggregate from public entities, such as the Authority, in a calendar year. It is the Escrow Agent's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

SECTION 14. The Escrow Agent represents and warrants that all information, certifications and disclosure statements previously provided in connection with P.L. 2005, c. 51, which codified Executive Order No. 134 (McGreevey 2004), as amended by Executive Order No. 117 (Corzine 2008), are true and correct as of the date hereof, and all such statements have been made with full knowledge that the Authority and the State of New Jersey will rely upon the truth of the statements contained herein in engaging the Escrow Agent in connection with this Agreement. The Escrow Agent agrees that it shall maintain continued compliance with P.L. 2005, c. 51, and the regulations promulgated thereunder during the term of this Agreement. The Escrow Agent acknowledges that upon its failure to make required filings thereunder or the making of a contribution prohibited thereunder, the Escrow Agent may be removed as Escrow Agent under this Agreement and any remedies available may be exercised against the Escrow Agent at law or in equity.

SECTION 15. This Agreement shall be governed by the laws of the State of New Jersey.

SECTION 16. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY

By: _____
Eric D. Brophy, Esq.
Executive Director

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By: _____
Paul D. O'Brien
Vice President

EXHIBIT A

SERIES 2013 A BONDS TO BE REFUNDED

[]

SERIES 2015 G BONDS TO BE REFUNDED

[]

SERIES 2016 F BONDS TO BE REFUNDED

[]

SERIES 2016 G BONDS TO BE REFUNDED

[]

EXHIBIT B-1

**DESCRIPTION OF DEFEASANCE SECURITIES FOR DEPOSIT
IN THE SERIES 2013 A ACCOUNT IN THE ESCROW FUND**

EXHIBIT B-2

**DESCRIPTION OF DEFEASANCE SECURITIES FOR DEPOSIT
IN THE SERIES 2015 G ACCOUNT IN THE ESCROW FUND**

EXHIBIT B-3

**DESCRIPTION OF DEFEASANCE SECURITIES FOR DEPOSIT
IN THE SERIES 2016 F ACCOUNT IN THE ESCROW FUND**

EXHIBIT B-4

**DESCRIPTION OF DEFEASANCE SECURITIES FOR DEPOSIT
IN THE SERIES 2016 G ACCOUNT IN THE ESCROW FUND**

EXHIBIT C

VERIFICATION REPORT OF CAUSEY DEMGEN & MOORE P.C.

See Closing Item No. []

EXHIBIT D-1

NOTICE OF OPTIONAL REDEMPTION

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE BONDS,
THE COLLEGE OF NEW JERSEY ISSUE, SERIES 2013 A**

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of a resolution of the New Jersey Educational Facilities Authority (the "*Authority*") adopted on November 7, 2013 and a Trust Indenture, dated as of December 1, 2013, by and between the Authority and U.S. Bank National Association, as trustee, the bonds listed below (collectively, the "*Bonds to be Refunded*") have been called for redemption on July 1, 2023 (the "*Redemption Date*"), at a redemption price of 100% of the principal amount thereof, plus interest accrued to the Redemption Date:

Bonds to be Refunded

Maturity Date (July 1)	Principal Amount	Interest Rate	CUSIP
[]	[\$[]]	[]%	[]

You are hereby notified that the Bonds to be Refunded should be presented for redemption at the corporate trust office of the Escrow Agent, U.S. Bank National Association, as follows:

Mailing Address

U.S. Bank National Association
Corporate Trust Services
P.O. Box 64111
St. Paul, MN 55164-0111

Hand Delivery

U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Floor – Bond Drop Window
St. Paul, MN 55107

on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds to be Refunded will become due and payable at the redemption price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds to be Refunded shall cease to accrue and be payable from and after the Redemption Date.

No representation is made as to the correctness or accuracy of the CUSIP Numbers, either as printed on the Bonds to be Refunded or as contained in this Notice of Redemption. Reliance may only be placed on the identification numbers printed herein or on the Bonds to be Refunded.

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
By: U.S. Bank National Association, as Escrow Agent

EXHIBIT D-2

NOTICE OF OPTIONAL REDEMPTION

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUE, SERIES 2015 G**

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of a resolution of the New Jersey Educational Facilities Authority (the "*Authority*") adopted on July 20, 2015 and a Trust Indenture, dated as of September 1, 2015, by and between the Authority and U.S. Bank National Association, as trustee, the bonds listed below (collectively, the "*Bonds to be Refunded*") have been called for redemption on July 1, 2025 (the "*Redemption Date*"), at a redemption price of 100% of the principal amount thereof, plus interest accrued to the Redemption Date:

Bonds to be Refunded

Maturity Date (July 1)	Principal Amount	Interest Rate	CUSIP
[]	\$ []	[]%	[]

You are hereby notified that the Bonds to be Refunded should be presented for redemption at the corporate trust office of the Escrow Agent, U.S. Bank National Association, as follows:

Mailing Address

U.S. Bank National Association
Corporate Trust Services
P.O. Box 64111
St. Paul, MN 55164-0111

Hand Delivery

U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Floor – Bond Drop Window
St. Paul, MN 55107

on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds to be Refunded will become due and payable at the redemption price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds to be Refunded shall cease to accrue and be payable from and after the Redemption Date.

No representation is made as to the correctness or accuracy of the CUSIP Numbers, either as printed on the Bonds to be Refunded or as contained in this Notice of Redemption. Reliance may only be placed on the identification numbers printed herein or on the Bonds to be Refunded.

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
By: U.S. Bank National Association, as Escrow Agent

EXHIBIT D-3

NOTICE OF OPTIONAL REDEMPTION

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUE, SERIES 2016 F (TAX-EXEMPT)**

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of a resolution of the New Jersey Educational Facilities Authority (the "*Authority*") adopted on July 26, 2016 and a Trust Indenture, dated as of September 1, 2016, by and between the Authority and U.S. Bank National Association, as trustee, the bonds listed below (collectively, the "*Bonds to be Refunded*") have been called for redemption on July 1, 2026 (the "*Redemption Date*"), at a redemption price of 100% of the principal amount thereof, plus interest accrued to the Redemption Date:

Bonds to be Refunded

Maturity Date (July 1)	Principal Amount	Interest Rate	CUSIP
[]	\$ []	[]%	[]

You are hereby notified that the Bonds to be Refunded should be presented for redemption at the corporate trust office of the Escrow Agent, U.S. Bank National Association, as follows:

Mailing Address

U.S. Bank National Association
Corporate Trust Services
P.O. Box 64111
St. Paul, MN 55164-0111

Hand Delivery

U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Floor – Bond Drop Window
St. Paul, MN 55107

on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds to be Refunded will become due and payable at the redemption price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds to be Refunded shall cease to accrue and be payable from and after the Redemption Date.

No representation is made as to the correctness or accuracy of the CUSIP Numbers, either as printed on the Bonds to be Refunded or as contained in this Notice of Redemption. Reliance may only be placed on the identification numbers printed herein or on the Bonds to be Refunded.

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
By: U.S. Bank National Association, as Escrow Agent**

EXHIBIT D-4

NOTICE OF OPTIONAL REDEMPTION

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUE, SERIES 2016 G (FEDERALLY TAXABLE)**

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of a resolution of the New Jersey Educational Facilities Authority (the "*Authority*") adopted on July 26, 2016 and a Trust Indenture, dated as of September 1, 2016, by and between the Authority and U.S. Bank National Association, as trustee, the bonds listed below (collectively, the "*Bonds to be Refunded*") have been called for redemption on [] (the "*Redemption Date*"), at a redemption price of 100% of the principal amount thereof, plus interest accrued to the Redemption Date:

Bonds to be Refunded

Maturity Date (July 1)	Principal Amount	Interest Rate	CUSIP
[]	\$ []	[]%	[]

You are hereby notified that the Bonds to be Refunded should be presented for redemption at the corporate trust office of the Escrow Agent, U.S. Bank National Association, as follows:

Mailing Address

U.S. Bank National Association
Corporate Trust Services
P.O. Box 64111
St. Paul, MN 55164-0111

Hand Delivery

U.S. Bank National Association
Corporate Trust Services
60 Livingston Avenue
1st Floor – Bond Drop Window
St. Paul, MN 55107

on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds to be Refunded will become due and payable at the redemption price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds to be Refunded shall cease to accrue and be payable from and after the Redemption Date.

No representation is made as to the correctness or accuracy of the CUSIP Numbers, either as printed on the Bonds to be Refunded or as contained in this Notice of Redemption. Reliance may only be placed on the identification numbers printed herein or on the Bonds to be Refunded.

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
By: U.S. Bank National Association, as Escrow Agent

TRUST INDENTURE

by and between

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of July 1, 2020

Relating to

\$ __, __, 000 New Jersey Educational Facilities Authority
Revenue Refunding Bonds,
The College of New Jersey Issue, Series 2020 D (Federally Taxable)

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TRUST INDENTURE

This **TRUST INDENTURE** (this "*Indenture*"), dated as of July 1, 2020, by and between the **NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**, a public body corporate and politic of the State of New Jersey (the "*Authority*"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, with fiduciary and trust powers in the State of New Jersey, and being duly qualified to accept and administer the trusts created hereby (the "*Trustee*"),

WITNESSETH:

WHEREAS, the Authority is a public body corporate and politic of the State of New Jersey (the "*State*"), created under the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented, N.J.S.A. 18A:72A-1 *et seq.*) (the "*Act*"); and

WHEREAS, the Authority has heretofore issued its Revenue Bonds, The College of New Jersey Issue, Series 2013 A, in the aggregate principal amount of \$24,950,000 (the "*Series 2013 Bonds*"), on behalf of The College of New Jersey (the "*Public College*"); and

WHEREAS, the Authority has heretofore issued its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2015 G, in the aggregate principal amount of \$114,525,000 (the "*Series 2015 Bonds*"), on behalf of the Public College; and

WHEREAS, the Authority has heretofore issued its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2016 F (Tax-Exempt) and Series 2016 G (Federally Taxable), in the aggregate principal amount of \$193,180,000 (collectively, the "*Series 2016 Bonds*"), on behalf of the Public College; and

WHEREAS, the Public College has determined it is necessary and advisable to undertake a project (the "*Project*") consisting of: (i) the refunding of all or a portion of the outstanding Series 2013 Bonds; (ii) the refunding of all or a portion of the outstanding Series 2015 Bonds; (iii) the refunding of all or a portion of the outstanding Series 2016 Bonds; and (iv) paying certain costs incidental to the sale and issuance of the Bonds (as hereinafter defined); and

WHEREAS, pursuant to a resolution of the Authority adopted on May 26, 2020, the Authority determined that it was necessary and in keeping with its authorized purposes to issue bonds to be designated "New Jersey Educational Facilities Authority Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable)" (the "*Bonds*") for the purpose of providing funds, together with other available funds of the Public College, to finance the Project; and

WHEREAS, the repayment of the Bonds will be secured by a Lease and Agreement of even date herewith (the "*Lease Agreement*") by and between the Authority and the Public College, pursuant to which the Authority will lease the Leased Facilities (as defined therein) to the Public College, provided that the Lease Agreement shall be subject to the Prior Agreements (as defined in the Lease Agreement) to the extent set forth therein; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, legal and binding, special and limited obligations of the Authority and to constitute this Indenture a valid, legal and binding agreement and pledge of the property, rights, interests and revenues herein pledged and assigned, have been done and performed, and the execution and delivery of this Indenture and the issuance and delivery of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the Owners thereof and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal of, redemption premium, if any, and interest on all of the Bonds issued and Outstanding under this Indenture from time to time according to their tenor and effect, and to secure the performance and observance by the Authority of all the covenants, agreements and conditions herein and in the Bonds contained, the payment of all Swap Payment Obligations, if any, and Swap Termination Payments, if any, the Authority does hereby transfer, pledge and assign to the Trustee and its successors and assigns in trust forever, and does hereby grant a security interest unto the Trustee and its successors in trust and its assigns, in the property described in the Granting Clauses below (said property being herein referred to as the "*Trust Estate*"), to wit:

GRANTING CLAUSE FIRST

All right, title and interest of the Authority in, to and under the Lease Agreement, pledged by the Public College thereunder to the extent provided in the Lease Agreement, and all payments received or receivable by the Authority from the Public College under the Lease Agreement (but excluding the Authority's rights to payment of its fees and expenses, to indemnification and as otherwise expressly set forth in the Lease Agreement).

GRANTING CLAUSE SECOND

All moneys and securities from time to time held by the Trustee under the terms of this Indenture, including, but not limited to, those amounts held in the Project Fund and the Debt Service Fund.

GRANTING CLAUSE THIRD

All Swap Revenues paid by the Public College or by the Swap Provider, if any.

GRANTING CLAUSE FOURTH

Any and all other property (real, personal or mixed) of every kind and nature from time to time hereafter by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder by the Authority or by anyone on its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof.

TO HAVE AND TO HOLD, with all rights and privileges hereby transferred, pledged, assigned and/or granted or agreed or intended so to be, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, for the equal and ratable benefit and security of all Swap Payment Obligations and Swap Termination Payments, if any, and all present and future holders of the Bonds, without preference, priority or distinction as to participation in the lien, benefit and protection hereof of one bond over or from the others, by reason of priority in the issue or negotiation or maturity thereof, or for any other reason whatsoever, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition that, if the Authority or its successors or assigns shall well and truly pay or cause to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds or shall provide for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment or redemption thereof when and as authorized by the provisions hereof, and shall also pay or cause to be paid all other sums payable hereunder by the Authority, and shall pay or cause to be paid all Swap Payment Obligations, if any, and Swap Termination Payments, if any, then these presents and the estate and rights hereby granted shall cease, terminate and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Authority and upon the payment of the costs and expenses thereof, shall duly execute, acknowledge and deliver to the Authority such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the Authority, its successors or assigns, all the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force and effect.

NOW, THEREFORE, it is hereby expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Authority does hereby agree and covenant with the Trustee and with the respective Owners from time to time of the Bonds, and the Swap Provider, if any, as their interests may appear, as follows:

ARTICLE I
DEFINITIONS, RULES OF CONSTRUCTION

Section 1.01. Definitions of Words and Terms. In addition to words and terms elsewhere defined herein, the following words and terms as used in this Indenture and in the Lease Agreement shall have the following meanings, unless some other meaning is plainly intended:

"Act" means New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented, N.J.S.A. 18A:72A-1 *et seq.*).

"Administrative Expenses" means those reasonable expenses of the Authority that are properly chargeable to the Public College on account of the Bonds and the Bond Documents as administrative expenses under GASB and include, without limiting the generality of the foregoing, the following: (a) fees and expenses of the Trustee, the Escrow Agent and the Authority, including the Authority's Initial Fee and Annual Administrative Fee; and (b) reasonable fees and expenses of counsel to the Authority, the Trustee and the Escrow Agent.

"Annual Administrative Fee" means the annual fee for the general administrative services of the Authority, including, without limitation, the cost of attendance at Authority events, in an amount equal to 7/100 of 1% of the Outstanding aggregate principal amount of each series of Bonds to commence on the Closing Date.

"Authority" means the New Jersey Educational Facilities Authority, a public body corporate and politic, with corporate succession, constituting a political subdivision of the State, organized and existing under and by virtue of the Act.

"Authorized Denominations" means \$5,000 each and any integral multiple thereof.

"Authorized Officer" means (i) in the case of the Authority, the Chair, Vice Chair, Treasurer, Executive Director, Deputy Executive Director, Director of Project Management, Director of Compliance Management, Secretary, Assistant Treasurer or any Assistant Secretary of the Authority, and when used with reference to any act or document also means any other person authorized by resolution of the Authority to perform such act or execute such document and shall also include any of such officers designated as "acting" or "interim"; (ii) in the case of the Public College, the Chair or Vice Chair of the Public College Board, the President or the Treasurer, and when used in reference to any act or document also means any other person or persons authorized by a resolution of the Public College Board to perform any act or execute any document; and (iii) in the case of the Trustee, means the President, Executive Vice President, Senior Vice President, any Vice President, any Assistant Vice President, any Corporate Trust Officer, any Trust Officer, any Assistant Trust Officer or any Assistant Secretary of the Trustee, and when used with reference to any act or document also means any other person authorized to perform any act or sign any document by or pursuant to a resolution of the Board of Directors of the Trustee.

"Basic Lease Payments" means an amount of money payable in accordance with the Lease Agreement, as more fully provided for in Section 4.05 of the Lease Agreement.

"Basic Lease Payment Date" means (i) with respect to the Principal Portion of a Basic Lease Payment, June 20 and December 20 prior to any regularly scheduled Principal Payment Date or, if such date is not a Business Day, the Business Day next preceding such date, (ii) with respect to the Interest Portion of a Basic Lease Payment, June 20 and December 20, as applicable, prior to any regularly scheduled Interest Payment Date, (iii) with respect to Swap Payment Obligations and any Swap Termination Payments, two (2) Business Days prior to any payment dates therefor set forth in the Swap Agreement, and (iv) with respect to a prepayment or acceleration, the date of payment of the Purchase Option Price or Mandatory Purchase Price, as the case may be.

"Bond Documents" means this Indenture, the Resolution, the Bonds, the Lease Agreement, the Escrow Deposit Agreement and the Continuing Disclosure Agreement and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

"Bond Payment Obligations" means, for any period or payable at any time, the principal of (whether on an Interest Payment Date, at stated maturity, by mandatory sinking fund redemption, if any, by acceleration or otherwise) and redemption premium, if any, and interest on the Bonds for that period or due and payable at that time, as the case may be.

"Bond Register" means the registration books of the Authority kept by the Trustee to evidence the registration and transfer of the Bonds.

"Bond Registrar" means the Trustee when acting as such, and any other bank or trust company designated and at the time serving as bond registrar under this Indenture.

"Bondowner", "Holder", "Owner" or "Registered Owner" means the Person in whose name a Bond is registered on the Bond Register.

"Bond Year" means each twelve (12) month period beginning July 1 and ending the following June 30; except that the initial Bond Year shall commence on the date of issuance of the Bonds and shall end on June 30, 2021.

"Business Day" means a day other than a day (i) on which banks located in the City of New York, New York, the State or the city in which the Principal Office of the Trustee is located, is required or authorized by law or executive order to close, and (ii) on which the New York Stock Exchange is closed.

"Cede & Co." means Cede & Co., as nominee for The Depository Trust Company, New York, New York.

"Certificate" means a certificate or report, in form and substance satisfactory to the Authority (such satisfaction to be assumed if such certificate or report is mailed to the Authority and it does not object in writing within ten (10) days after such mailing), executed: (a) in the case of an Authority Certificate, by the Chair, Vice Chair, Treasurer, Executive Director, Deputy Executive Director, Director of Project Management, Director of Compliance Management, Secretary, Assistant Treasurer or any Assistant Secretary of the Authority, and when used with reference to any act or document also means any other person authorized by resolution of the

Authority to perform such act or execute such document and shall also include any of such officers designated as "acting" or "interim"; (b) in the case of a Public College Certificate, by the Chair, Vice Chair, President, Treasurer or Assistant Treasurer of the Public College; and (c) in the case of a Certificate of any other Person, by such Person, if an individual, and otherwise by an officer, partner or other authorized representative of such Person; provided that in no event shall any individual be permitted to execute any Certificate in more than one capacity.

"Certified Public Accountant" or "Accountant" shall mean any firm of certified public accountants (not an individual) who shall be Independent, appointed by the Public College Board or the Authority, as the case may be, actively engaged in the business of public accounting and duly certified as a certified public accountant under the laws of the State.

"Certified Resolution" means, as the context requires: (a) one or more resolutions of the Authority, certified by the Secretary or an Assistant Secretary of the Authority under its official common seal, to have been duly adopted and to be in full force and effect as of the date of certification; or (b) one or more resolutions of the Public College Board or duly authorized committee thereof, certified by the Secretary to the Public College Board or any authorized officer of the Public College as authorized by resolution of the Public College Board, under its corporate seal, to have been duly adopted and to be in full force and effect as of the date of certification.

"Closing Date" means the date of initial delivery of and payment for the Bonds.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement executed by and between the Public College and U.S. Bank National Association, as dissemination agent, pertaining to the Bonds, as the same may be amended and supplemented.

"Costs of Issuance" means issuance costs with respect to the Bonds described in Section 147(g) of the Internal Revenue Code, including, but not limited to, the following: (a) underwriters' spread (whether realized directly or derived through purchase of the Bonds at a discount below the price at which they are expected to be sold to the public); (b) counsel fees (including bond counsel, underwriters' counsel, Authority's counsel, the Public College's counsel, if any, Trustee's counsel, Escrow Agent's Counsel, as well as any other specialized counsel fees incurred in connection with the borrowing); (c) financial advisor fees of any financial advisor to the Authority or the Public College incurred in connection with the issuance of the Bonds; (d) rating agency fees; (e) Trustee, Bond Registrar, Paying Agent and dissemination agent fees; (f) accountant fees and other expenses related to issuance of the Bonds; (g) printing costs (for the Bonds and for the preliminary and final official statements relating to the Bonds); (h) Escrow Agent and verification agent fees; and (i) fees and expenses of the Authority incurred in connection with the issuance of the Bonds.

"Costs of Issuance Account" means the account so designated, created and established in the Project Fund pursuant to Section 4.01(a)(i) hereof.

"Counsel" shall mean an attorney-at-law or law firm duly authorized to engage in the practice of law (which may include counsel to the Public College) satisfactory to the Authority.

"Debt Service Fund" means the Fund by that name created by Section 4.01(b) hereof.

"Escrow Agent" shall mean U.S. Bank National Association.

"Escrow Deposit Agreement" means the Escrow Deposit Agreement, dated July __, 2020, by and between the Authority and the Escrow Agent, executed in connection with the refunding of the Series 2013 Bonds, the Series 2015 Bonds and the Series 2016 Bonds described therein.

"Event of Default" means (a) with respect to this Indenture, any "Event of Default" as defined in Section 7.01 hereof, and (b) with respect to the Lease Agreement, any "Event of Default" as defined in Section 7.01 of the Lease Agreement.

"Extraordinary Services" and "Extraordinary Expenses" means all services rendered and all reasonable expenses properly incurred by the Trustee or any of its agents under this Indenture, other than Ordinary Services and Ordinary Expenses.

"Financing Documents" shall have the meaning assigned to that term in the Lease Agreement.

"Fiscal Year" means the fiscal year of the Public College, currently the 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year, or such other period of 12 months as may be adopted by the Public College Board from time to time as its Fiscal Year.

"GASB" means those accounting principles applicable in the preparation of financial statements of institutions of higher learning, as promulgated by the Governmental Accounting Standards Board or such other body recognized as authoritative by the American Institute of Certified Public Accountants or any successor body.

"Holder" shall have the same meaning as the term "Bondowner".

"Indenture" means this Trust Indenture as originally executed by the Authority and the Trustee, as from time to time amended and supplemented by Supplemental Indentures.

"Independent" shall mean, with respect to any Person, one who is not a member of the Authority, a member of the Public College Board, a corporate officer or employee of the Authority or a corporate officer or employee of the Public College, or who is not a partnership, corporation or association having a partner, director, corporate officer, member or substantial stockholder who is a member of the Authority or a member of the Public College Board, a corporate officer or employee of the Authority or a corporate officer or employee of the Public College; *provided, however*, that the fact that such Person is retained regularly by or transacts business with the Authority or the Public College shall not make such Person an employee within the meaning of this definition.

"Initial Fee" means the per series fee paid or payable to the Authority for its services in connection with the issuance of the Bonds, calculated at the rate of 1/5 of 1% of the aggregate principal amount of the Bonds with a maximum initial fee of \$125,000 payable by the Public College on the Closing Date.

"Interest Payment Date" means each January 1 and July 1, commencing January 1, 2021, through and including the maturity date for the Bonds.

"Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"Investment Obligations" means the investments identified in **Exhibit B** attached hereto.

"Lease Agreement" means the Lease and Agreement relating to the Bonds, dated as of the date hereof, by and between the Authority and the Public College, as from time to time amended by Supplemental Lease Agreements.

"Lease Payments" means the payments referred to in Section 4.05 of the Lease Agreement.

"Moody's" means Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns.

"Net Proceeds", when used with respect to any insurance proceeds or any condemnation award, means the amount remaining after deducting all expenses (including attorneys' fees and disbursements) incurred in the collection of such proceeds or award from the gross proceeds thereof.

"Obligations" shall have the meaning assigned to that term in Section 12.06(a) hereof.

"Official Statement" means the Official Statement dated June __, 2020 with respect to the Bonds.

"Opinion of Counsel" means an opinion in writing signed by legal counsel acceptable to the Public College and, to the extent the Authority is asked to take action in reliance thereon, the Authority, who may be an employee of or counsel to the Public College.

"Ordinary Services" and **"Ordinary Expenses"** means those services normally rendered and those expenses normally incurred by a trustee under instruments similar to this Indenture, but not those services rendered and those expenses incurred following the occurrence and during the continuation of an Event of Default under Section 7.01 hereof.

"Original Purchaser" means, collectively, Morgan Stanley & Co. LLC, as representative, on behalf of itself and the other underwriters named in the Contract of Purchase, dated June __, 2020, by and among the Authority, the Public College and the Original Purchaser in respect of the Bonds.

"Outstanding" means, when used with reference to Bonds, as of a particular date, all Bonds theretofore authenticated and delivered, except: (a) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation pursuant to Section 2.10 hereof; (b) Bonds

deemed to have been paid in accordance with Article XI hereof; and (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to Article II hereof.

"Owner" has the same meaning as the term "Bondowner".

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated by this Indenture or any Supplemental Indenture as paying agent for the Bonds at which the principal of and redemption premium, if any, and interest on such Bonds shall be payable.

"Payment Default" means an Event of Default described in Section 7.01(a) or (b).

"Person" means any natural person, firm, joint venture, association, partnership, business, trust, corporation, public body, agency or political subdivision thereof or any other similar entity.

"Prime Rate" means the rate from time to time publicly announced by the Trustee's primary commercial banking affiliate as its "prime rate" or "base rate".

"Principal Office" means, with respect to any entity performing functions under any Bond Document, the designated office of that entity or its affiliate at which those functions are performed.

"Project Facilities" shall have the meaning assigned to that term in the Lease Agreement.

"Project Fund" means the fund by that name created pursuant to Section 4.01(a) hereof.

"Public College" means the public institution for higher education authorized and created pursuant to State law, the name of which is The College of New Jersey, located in Ewing Township, New Jersey.

"Public College Board" means the Board of Trustees of the Public College, as the governing body vested with the power of management of the Public College, or a duly authorized committee thereof.

"Rating Agency" shall mean each nationally recognized securities rating agency then maintaining a rating on the Bonds at the request of the Authority, and initially means Moody's and S&P.

"Record Date" means the fifteenth day of the month immediately preceding each Interest Payment Date.

"Registered Owner" shall have the same meaning as the term "Bondowner".

"Rental Pledge Account" means The College of New Jersey Rental Pledge Account created by the Public College to be maintained with the Trustee pursuant to Section 4.04 of the Lease Agreement.

"Replacement Bonds" means Bonds issued to the beneficial Owners of the Bonds in accordance with Section 2.11(b) hereof.

"Resolution" means the resolution of the Authority, adopted May 26, 2020, authorizing, among other things, the execution and delivery of this Indenture and the Lease Agreement and the issuance of the Bonds.

"S&P" means S&P Global Ratings, acting through Standard & Poor's Financial Services LLC, a corporation organized and existing under the laws of the State of New York, and its successors and assigns.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns, and any successor Securities Depository appointed pursuant to Section 2.11(c) hereof.

"Sinking Fund Installment" means, with respect to the Bonds, the amount of money necessary to redeem the Bonds in the principal amounts, at the times and in the manner set forth in Section 3.02(c) hereof.

"State" means the State of New Jersey.

"Supplemental Indenture" means any indenture supplemental or amendatory to this Indenture entered into by the Authority and the Trustee pursuant to Article IX hereof.

"Supplemental Lease Agreement" means any agreement supplemental or amendatory to the Lease Agreement entered into by the Authority and the Public College pursuant to Article X hereof.

"Swap" or **"Swap Agreement"** means any agreement between the Authority and a Swap Provider, entered into on behalf of the Public College, confirming a transaction that is a rate swap transaction, basis swap, forward rate transaction, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, corridor transaction, currency swap transaction, cross-currency rate swap transaction, currency option or other similar transaction (including any option with respect to any of the foregoing transactions) or any combination of these transactions and any related agreement. As of the execution of this Indenture, no Swap Agreement has been entered into by the Authority and a Swap Provider.

"Swap Payment Obligations" means all net amounts payable by the Authority under any Swap (excluding any Swap Termination Payment payable by the Authority).

"Swap Provider" means the Authority's counterparty under a Swap Agreement, which counterparty must be rated at least A-/A3 or better by S&P and Moody's, respectively.

"Swap Revenues" means all amounts received by the Authority or the Trustee pursuant to any Swap, including, without limitation, any Swap Termination Payment, whether such amounts are paid by the Public College or by the Swap Provider.

"Swap Termination Payment" means, with respect to any Swap, any settlement amount payable by the applicable Swap Provider or the Authority by reason or on account of the early termination of such Swap, either in whole or in part.

"Trustee" means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, with fiduciary and trust powers in the State, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor trustee at the time serving as successor trustee hereunder.

"Trust Estate" means the Trust Estate described in the Granting Clauses of this Indenture.

"United States Obligations" means direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed as to full and timely payment by, the United States of America, which obligations are noncallable.

"Value", as of any particular time of determination, means:

- (a) For securities:
 - (1) the closing bid price quoted by Interactive Data Systems, Inc.; or
 - (2) a valuation performed by a nationally recognized and accepted pricing service whose valuation method consists of the composite average of various bid price quotes on the valuation date; or
 - (3) the lower of two dealer bids on the valuation date; the dealers or their parent holding companies must be rated at least investment grade by Moody's and S&P and must be market makers in the securities being valued; or
 - (4) a valuation performed by a pricing service acceptable to the Trustee; or
 - (5) for any security maturing within 30 days of the valuation date, the maturity value of the security including interest to be paid on the maturity date.
- (b) As to certificates of deposit and bankers' acceptances, the face amount thereof, plus accrued interest;
- (c) With respect to any investment agreement, the total amount that may be withdrawn therefrom for the purposes of the fund in which it is held; and
- (d) As to any investment not specified above, the value thereof established by prior agreement between the Authority, the Public College and the Trustee.

"Written Request" means a request in writing signed by an Authorized Officer of the Authority or Public College, as applicable.

Section 1.2. Rules of Construction. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Indenture:

- (a) The terms defined in this Article I include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with GASB to the extent applicable.
- (c) The words "herein", "hereof", "hereunder", "hereto" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.
- (d) The Article and Section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.
- (e) Whenever an item or items are listed after the word "including", such listing is not intended to be a listing that excludes items not listed.
- (f) Any references herein to the Swap Provider or Swap Agreement shall be disregarded at any time during which there is no Swap Provider or Swap Agreement in effect.

**ARTICLE II
THE BONDS**

Section 2.01. Amount of Bonds; Purpose. No Bonds may be issued under this Indenture except in accordance with this Article II. The Bonds shall be issued and secured under this Indenture for the purposes set forth in the Recitals. The total principal amount of Bonds that may be issued as provided in Section 2.02 is hereby expressly limited to \$____,____,000.

Section 2.02. Issuance of Bonds. The Bonds are hereby authorized to be issued and secured hereunder as follows:

(a) **Designation, Denominations, Numbering and Dating.** The Bonds shall be designated "New Jersey Educational Facilities Authority Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable)". The Bonds shall be issuable as fully registered Bonds without coupons in Authorized Denominations and shall be numbered consecutively from 1 upward in the order of their issuance. The Bonds shall initially be dated the date of their initial issuance and delivery, and thereafter shall be dated the date of authentication; *provided, however*, that if, as shown by the records of the Trustee, interest on the Bonds shall be in default, Bonds issued in lieu of Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the Bonds surrendered.

(b) **Principal Amount, Maturity and Interest.** The Bonds shall be issued in an aggregate principal amount of \$____,____,000, shall bear interest payable initially on January 1, 2021 and thereafter semiannually on January 1 and July 1 of each year, at the rates per annum set forth below and shall mature on July 1 (subject to prior redemption as provided in Article III hereof) of each year in the years and in the principal amounts as follows:

Maturity Date (July 1)	Principal Amount	Interest Rate
	\$	%

Section 2.03. Determination of Interest Rates. The Bonds shall bear interest from the most recent Interest Payment Date next preceding the date of such Bonds to which interest has been paid, unless the date of such Bond is an Interest Payment Date, in which case interest shall be payable from such date, or unless the date of such Bond is prior to the first Interest Payment Date of the Bonds, in which case interest shall be payable from the dated date of the Bonds, or unless the date of such Bond is between a Record Date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date.

Section 2.04. Conditions To Delivery of Bonds. (a) The Bonds shall be executed substantially in the form and manner set forth in Section 2.07 hereof and furnished to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee there shall be filed or deposited with the Trustee the following:

(i) A copy, certified as true and correct by the Secretary or Assistant Secretary of the Authority, of the Resolution adopted by the Authority authorizing the issuance of the Bonds and the execution of this Indenture, the Lease Agreement, the Escrow Deposit Agreement and any other Bond Documents to which it is a party.

(ii) A copy, duly certified as true and correct by the Secretary or an Assistant Secretary of the Public College Board (or other officer serving in a similar capacity), of the resolution(s) adopted and approved by the Public College Board authorizing the execution and delivery of the Lease Agreement, the Continuing Disclosure Agreement and any other Bond Documents to which it is a party and approving the sale and issuance of the Bonds.

(iii) An original executed counterpart of this Indenture, the Lease Agreement and each of the other Bond Documents.

(iv) A request and authorization to the Trustee on behalf of the Authority, executed by an Authorized Officer of the Authority, to authenticate the Bonds and deliver the Bonds to the Original Purchaser upon payment to the Trustee, for the account of the Authority, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the name of the Original Purchaser and the amount of such purchase price.

(v) An opinion or opinions of bond counsel, dated the Closing Date, in substantially the form(s) attached as an appendix to the Official Statement.

(vi) Such other certificates, statements, receipts, opinions and documents as the Authority shall reasonably require for the delivery of the Bonds.

(b) When the documents specified in subsection (a) shall have been filed with the Trustee and when the Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds to or upon the order of the Original Purchaser thereof, but only upon payment to the Trustee of the purchase price of the Bonds as specified in the request and authorization by the Authority. Excluding the portion of the net proceeds of the Bonds paid to the Escrow Agent for deposit in the Escrow Fund established pursuant to the Escrow Deposit Agreement, the balance of the net proceeds of the Bonds shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article IV hereof.

Section 2.05. Forms and Denominations of Bonds. (a) The Bonds and the Trustee's Certificate of Authentication to be endorsed thereon shall be in substantially the form set forth in **Exhibit A** hereto, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

(b) The Bonds shall be issuable in the form of fully registered Bonds without coupons in Authorized Denominations.

Section 2.06. Method and Place of Payment of Bonds. (a) The Trustee is hereby designated as the Authority's Paying Agent for the payment of the principal of, redemption premium, if any, and interest on the Bonds.

(b) The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(c) The principal of and redemption premium, if any, on all Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the Bond Register at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the Principal Office of the Trustee or of any Paying Agent named in the Bonds.

(d) The interest payable on each Bond on any Interest Payment Date shall be paid by the Trustee to the Person in whose name such Bond is registered on the Bond Register at the close of business on the Record Date for such interest, (i) by check or draft mailed on the applicable Interest Payment Date to such Registered Owner at his address as it appears on such Bond Register or at such other address as is furnished to the Trustee in writing by such Owner or (ii) by electronic transfer in immediately available funds, if the Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any Owner of Bonds in the aggregate principal amount of at least \$1,000,000, such request to be signed by such Owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number, the name and account number to which credit shall be made and an acknowledgment that an electronic transfer fee is payable, and to be filed with the Trustee no later than ten (10) Business Days before the applicable Record Date preceding such Interest Payment Date.

Section 2.07. Execution and Authentication of Bonds. (a) The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of its Chair, Vice Chair, Executive Director or Deputy Executive Director, and any of such officers designated as "acting" or "interim", and the Authority's official common seal (or facsimile thereof) shall be affixed thereto or printed or otherwise reproduced thereon and attested by the manual or facsimile signature of its Executive Director, Deputy Executive Director, Secretary, Assistant Treasurer or any Assistant Secretary, and any of such officers designated as "acting" or "interim", or in such other manner as may be provided by law; *provided*, the Bonds may not be attested by the Authorized Officer executing the Bonds. All authorized facsimile signatures shall have the same force and effect as if manually signed.

(b) The Bonds shall have endorsed thereon a Certificate of Authentication substantially in the form set forth in **Exhibit A** hereto, which shall be manually executed by the Trustee. No Bond shall be entitled to any security or benefit under this Indenture or shall be valid or obligatory for any purpose unless and until such Certificate of Authentication shall have been duly executed by the Trustee. Such executed Certificate of Authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Indenture. The Certificate of Authentication on any Bond shall be deemed to have been duly executed if signed by any Authorized Officer or signatory of the Trustee, but it shall not be

necessary that the same officer or signatory sign the Certificate of Authentication on all of the Bonds that may be issued hereunder at any one time.

Section 2.08. Registration, Transfer and Exchange of Bonds. (a) The Trustee is hereby appointed Bond Registrar and as such shall keep the Bond Register at its Principal Office.

(b) Any Bond may be transferred only upon the Bond Register upon surrender thereof to the Trustee duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such transfer, the Authority shall execute and the Trustee shall authenticate and deliver in exchange for such Bond, a new Bond or Bonds registered in the name of the transferee, of any Authorized Denomination or Denominations, in an equal aggregate principal amount and of the same maturity and bearing interest at the same rate.

(c) Any Bonds, upon surrender thereof at the Principal Office of the Trustee, together with an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Registered Owner thereof, be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of any Authorized Denomination or Denominations, and bearing interest at the same rate.

(d) In all cases in which Bonds shall be exchanged or transferred hereunder, the Authority shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with this Indenture. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee.

(e) The Authority, the Trustee or the Securities Depository may make a charge against the Bondowner requesting the same for every such transfer or exchange of Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such transfer or exchange, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange hereunder and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Public College. In the event any Bondowner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondowner hereunder or under the Bonds.

(f) The Trustee shall not be required to transfer or exchange (i) any Bond during a period beginning at the opening of business 15 days before the day of mailing of any notice of redemption of Bonds and ending at the close of business on the day of such mailing, (ii) any Bond so selected for redemption in whole or in part, or (iii) any Bond during a period beginning at the opening of business on any Record Date and ending at the close of business on the relevant Interest Payment Date.

(g) The Person in whose name any Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute Owner of such Bond for all purposes, and payment of or on account of the principal of and redemption premium, if any, and interest on any such Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

(h) At reasonable times upon prior Written Request and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Public College, the Authority or by the Owners (or a designated representative thereof) of 10% or more in principal amount of Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 2.09. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond shall become mutilated, or be lost, stolen or destroyed, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond of like date and tenor as the Bond mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together, in either such case, with such security or indemnity as may be required by the Trustee to save the Authority and the Trustee harmless. In the event any such Bond shall have matured or shall have been selected for redemption, instead of issuing a substitute Bond, the Trustee in its discretion may pay, with funds available under this Indenture for such purpose, such Bond without surrender thereof (except in the case of a mutilated Bond). Upon the issuance of any substitute Bond, the Authority and the Trustee may require the payment of an amount by the Bondowner sufficient to reimburse the Authority and the Trustee for any tax or other governmental charge that may be imposed in relation thereto and any other reasonable fees and expenses incurred in connection therewith.

Section 2.10 Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that the Trustee has purchased or that have otherwise been surrendered to the Trustee under this Indenture, either at or before maturity, shall be canceled and destroyed by the Trustee in compliance with all applicable laws and regulations and the record retention requirements of the Trustee upon the payment, redemption or purchase of such Bonds and the surrender thereof to the Trustee. The Trustee shall execute a certificate in triplicate describing the Bonds so canceled and destroyed, and shall file executed counterparts of such certificate with the Authority and the Public College.

Section 2.11. Book-Entry; Securities Depository. (a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial Owners will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues Replacement Bonds as provided in subsection (b). It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, redemption premium, if any, and interest on the Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the beneficial Owners as described in subsection (b).

(b) If (i) the Authority determines (A) that the Securities Depository is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, or (B) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial Owners of the Bonds, or (ii) the Trustee receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect to the Trustee by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial Owners of the Bonds, then the Trustee, based on information provided to it by the Securities Depository, shall notify the beneficial Owners of the Bonds of such determination or such notice and of the availability of certificates to beneficial Owners of the Bonds requesting the same, and the Trustee shall register in the name of and authenticate and deliver Bonds (the "*Replacement Bonds*") to the beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; *provided*, that in the case of a determination under (i)(A) of this subsection (b), the Authority with the consent of the Trustee may select a successor Securities Depository in accordance with subsection (c) to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the Registered Owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Authority, the Trustee or the Public College is unable to locate a qualified successor Securities Depository in accordance with subsection (c) below, then the Trustee shall authenticate and cause delivery of Replacement Bonds, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names, addresses and taxpayer identification numbers of and principal amount held by the beneficial Owners of the Bonds. The cost of printing Replacement Bonds shall be paid for by the Public College.

(c) In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Authority may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee, upon its receipt of a Bond or Bonds for cancellation, shall cause the delivery of Bonds to the successor Securities Depository in Authorized Denominations and form as provided herein.

ARTICLE III REDEMPTION OF BONDS

Section 3.01. Redemption of Bonds Generally. The Bonds shall be subject to redemption prior to maturity in accordance with the terms and provisions set forth in this Article III.

Section 3.02. Redemption of Bonds. (a) Optional Redemption. The Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to maturity, except for extraordinary optional redemption as described in paragraph (d) of this Section 3.02. The Bonds maturing on or after July 1, 20__, are subject to redemption prior to maturity on or after July 1, 20__, at the option of the Authority with the prior consent of the Public College, in whole or in part, at any time or from time to time at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the date of redemption.

(b) Make-Whole Redemption. The Bonds are subject to make-whole redemption prior to maturity by written direction of the Authority, with the written consent of the Public College, in whole or in part, on any Business Day, at the "Make-Whole Redemption Price" (as defined below).

The "*Make-Whole Redemption Price*" is the greater of (i) 100% of the principal amount of the Bonds to be redeemed or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Bonds are to be redeemed, discounted to the date on which the Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the adjusted "Treasury Rate" (as defined below), plus __ basis points, plus, in each case, accrued and unpaid interest on the Bonds to be redeemed on the redemption date.

The "*Treasury Rate*" will be, as of the redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least five Business Days prior to the redemption date (excluding inflation indexed securities)) (or, if such Statistical Release is no longer published, any publicly available source of similar market data) most nearly equal to the period from the redemption date to the maturity date of the Bonds to be redeemed; *provided, however*, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

The Make-Whole Redemption Price of the Bonds to be redeemed pursuant to the make-whole redemption provision described above will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the Public College at the Public College's expense to calculate such Make-Whole Redemption Price. The Trustee and the Authority may conclusively rely upon the determination of such Make-Whole Redemption Price by such independent accounting firm, investment banking firm or financial advisor, and neither the Trustee nor the Authority will be liable for such reliance.

(c) Mandatory Sinking Fund Redemption. (i) The Bonds maturing on July 1, 20__ shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Principal Account at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the Bonds on July 1 in each of the years and in the principal amounts as follows:

Term Bonds Maturing July 1, 20__

<u>Year</u>	<u>Amount</u>
	\$

*

* Final maturity.

(ii) The principal amount of the Bonds required to be redeemed from Sinking Fund Installments may be reduced by the principal amount of such Bonds theretofore delivered to the Trustee by the Public College in lieu of cash payments under the Lease Agreement or purchased by the Trustee out of moneys in the Redemption Fund that have not theretofore been applied as a credit against any Sinking Fund Installment.

(d) Extraordinary Optional Redemption. Subject to the Prior Agreements, if all or a substantial portion of the Project Facilities are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public College (i) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (ii) the Public College is thereby prevented from carrying on its normal operations, or (iii) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto, the Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part at any time or from time to time, from and to the extent of any condemnation or insurance proceeds deposited in the Debt Service Fund pursuant to the Lease Agreement, at the election of the Authority with the consent of the Public College. Any such redemption shall be made on the earliest practicable date at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption.

Section 3.03. Selection of Bonds to be Redeemed. (a) Bonds shall be redeemed only in Authorized Denominations. If less than all of the Bonds are to be redeemed prior to maturity, such Bonds shall be called for redemption in any order of maturity and in any principal amount within a maturity as the Authority may designate with the consent of the Public College, and in the case of any Bond subject to mandatory sinking fund redemption, the Authority may designate, with the consent of the Public College, whether such partial redemption shall be

credited against the principal amount due at maturity or against particular scheduled Sinking Fund Installments with respect to such Bond. Bonds to be redeemed within any maturity shall be selected by the Trustee by lot or by any other method.

(b) In the case of a partial redemption of Bonds when such Bonds of denominations greater than the minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption each principal amount equal to the minimum Authorized Denomination shall be treated as though it was a separate Bond of the minimum Authorized Denomination. If it is determined that a portion, but not all, of the principal amount represented by any Bond is to be selected for redemption, then upon notice of intention to redeem such portion, the Owner of such Bond or such Owner's attorney or legal representative shall forthwith present and surrender such Bond to the Trustee (i) for payment of the redemption price (including the premium, if any, and interest to the date fixed for redemption) of the principal amount called for redemption, and (ii) for exchange, without charge to the Owner thereof for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, said Bond shall, nevertheless, become due and payable on the redemption date to the extent of the principal amount called for redemption (and to that extent only).

(c) The Trustee shall call Bonds for redemption and payment as herein provided upon receipt by the Trustee at least 45 days prior to the redemption date of a Written Request of the Authority. Such request shall specify the principal amount of the Bonds and their series and maturities so to be called for redemption, the applicable redemption price or prices and the provision or provisions above referred to pursuant to which such Bonds are to be called for redemption. The foregoing provisions of this paragraph shall not apply in the case of any mandatory sinking fund redemption of Bonds pursuant to Section 3.02(c), and such Bonds, subject to the exercise by the Authority of its rights under Section 3.02(c), shall be called by the Trustee for redemption pursuant to such mandatory sinking fund redemption requirements without the necessity of any action by the Authority and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

(d) If the Bonds are registered in book-entry-only form and so long as DTC or a successor Securities Depository is the sole registered owner of the Bonds, if less than all of the Bonds of a maturity are called for redemption, the particular Bonds of such maturity or portions thereof to be redeemed will be selected on a *pro rata* pass-through distribution of principal basis in accordance with the applicable DTC procedures.

It is the intention of the Authority that redemption allocations made by DTC be made on a *pro rata* pass-through distribution of principal basis as described above. However, none of the Authority, the Public College or the Original Purchaser can provide any assurance that DTC, its Participants or any other intermediary will allocate the redemption of the Bonds on such basis. If the DTC operational arrangements do not allow for the redemption of the Bonds on a *pro rata* pass-through distribution of principal basis as discussed above, then the Bonds will be selected for redemption, in accordance with DTC procedures, by lot or in such other manner as is in accordance with the applicable DTC operational arrangements.

If the Bonds are not registered in book-entry-only form, any redemption of less than all of a maturity of the Bonds will be allocated among the registered owners of the Bonds of such maturity, as nearly as practicable, taking into consideration the Authorized Denominations of the Bonds, on a *pro rata* basis.

Section 3.04. Notice and Effect of Call for Redemption. Official notice of any such redemption shall be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the redemption date to each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Trustee, and such mailing shall be a condition precedent to such redemption.

All official notices of redemption shall be dated and shall state: (i) the redemption date; (ii) the redemption price; (iii) if less than all Outstanding Bonds are to be redeemed, the identification number and the respective principal amounts to be redeemed of the Bonds to be redeemed; (iv) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date; and (v) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Principal Office of the Trustee for the payment of Bonds.

Any notice of redemption of any Bonds pursuant to Section 3.02(a) may specify that the redemption is contingent upon the deposit of moneys with the Trustee in an amount sufficient to pay the redemption price of all the Bonds or portions thereof that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions thereof so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the Authority shall default in the payment of the redemption price) such Bonds, or portions thereof, shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Trustee at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same maturity in the amount of the unpaid principal. All Bonds that have been redeemed shall be canceled and destroyed by the Trustee in accordance with Section 2.10 hereof and shall not be reissued.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this Section 3.04 only to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a

nominee of a beneficial Owner of a Bond (having been mailed notice from the Trustee, a Participant or otherwise) to notify the beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Failure of any Owner to receive a copy of such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of any other Bonds. Any notice mailed shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives the notice.

**ARTICLE IV
CREATION OF FUNDS AND ACCOUNTS;
APPLICATION OF BOND PROCEEDS AND OTHER MONEYS**

Section 4.01. Creation of Funds and Accounts. There are hereby created and ordered to be established in the custody of the Trustee, with respect to the Bonds, the following special trust funds in the name of the Authority to be designated as follows:

(a) "New Jersey Educational Facilities Authority Project Fund, The College of New Jersey Issue, Series 2020 D (Federally Taxable)" (the "*Project Fund*") from which moneys deposited into the Project Fund shall be expended in accordance with the provisions of the Lease Agreement, and which Fund shall have the following subaccounts therein: (i) a "Costs of Issuance Account" and (ii) a "Project Account".

(b) "New Jersey Educational Facilities Authority Debt Service Fund, The College of New Jersey Issue, Series 2020 D (Federally Taxable)" (the "*Debt Service Fund*").

(c) The Trustee shall establish such additional accounts or subaccounts within such funds as are called for by the provisions hereof at such time or times as such accounts or subaccounts are required or become applicable or as directed by the Authority.

Section 4.02. Deposit of Bond Proceeds and Other Moneys. The aggregate principal amount of the Bonds, plus [net] original issue premium, less underwriters' discount, plus any additional sums described by the Authority, shall be applied as directed by the Authority to the Trustee in writing in a certificate dated the date of the issuance of the Bonds.

Section 4.03. Application of Moneys in Project Fund. (a) As soon as practicable after the delivery of the Bonds, the Authority shall direct, in writing, the Trustee to pay from the Costs of Issuance Account to the firms, corporations or Persons entitled thereto the Costs of Issuance, including, but not limited to, the legal, administrative, financing and incidental expenses of the Authority relating to the issuance of the Bonds. On the date that is six months following the Closing Date, or upon the earlier written direction of the Authority, the balance, if any, remaining in the Costs of Issuance Account shall be transferred to the Debt Service Fund, and the Costs of Issuance Account shall thereafter be closed.

(b) Except as otherwise provided in this Article IV, any moneys deposited in the Project Fund shall be used in accordance with the provisions of the Lease Agreement. For purposes of internal accounting, the Project Fund may contain one or more subaccounts as the Authority or the Trustee may deem proper.

Payments pursuant to paragraph (a) of this Section 4.03 shall be made in accordance with a Certificate or Certificates signed by an Authorized Officer of the Authority stating the names of the payees, the purpose of each payment in terms sufficient for identification and the respective amounts of each such payment. Payments pursuant to subparagraph (b) of this Section 4.03 shall be made in accordance with a Certificate or Certificates signed by an Authorized Officer of the Authority, substantiated by a Certificate filed with the Authority by the Public College describing in reasonable detail the purpose for which such moneys were used and the amount thereof, and further stating the opinion that such purposes constitute a necessary part

of the cost of the Project, such substantiating Certificate to be signed by an Authorized Officer of the Public College. If the Public College requests a copy of any Certificate issued by the Authority under this subparagraph, the Authority shall comply with such request.

Section 4.04. Use of Money in the Project Fund Upon Default. If the Bonds shall be accelerated pursuant to Section 7.02 hereof, any balance remaining in the Project Fund, if any, shall, without further authorization, be transferred into the Debt Service Fund.

Section 4.05. Debt Service Fund. (a) The Trustee shall make deposits and credits to the applicable accounts (if any) in the Debt Service Fund, as and when received, as set forth below.

(i) On each Basic Lease Payment Date, from the applicable subaccount in the Rental Pledge Account established with the Trustee pursuant to the Lease Agreement, such Basic Lease Payments on deposit therein payable by the Public College to the Authority specified in Section 4.04 of the Lease Agreement, sufficient to pay the amounts when due described in Section 4.05(c) below;

(ii) The balance of the Net Proceeds of condemnation awards, sale under threat of condemnation or insurance received by the Trustee pursuant to the Lease Agreement.

(iii) Interest earnings and other income on Investment Obligations required to be deposited in the Debt Service Fund pursuant to Section 5.02 hereof.

(iv) All other moneys received by the Trustee under the Lease Agreement or any other Bond Document, when accompanied by directions from the Person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

(b) Except as otherwise provided in Article VII hereof or elsewhere herein, moneys in each account (if any) in the Debt Service Fund shall be expended solely as follows: (i) to pay interest on the applicable Bonds as the same becomes due; (ii) to pay principal of the applicable Bonds as the same mature or become due upon mandatory sinking fund redemption, if any, (iii) to pay principal of and redemption premium, if any, on the applicable Bonds as the same become due upon redemption prior to maturity (other than mandatory sinking fund redemption, if any), (iv) to pay applicable Swap Payment Obligations, if any as they become due; and (v) to pay an applicable Swap Termination Payment, if any; *provided, however*, that a Swap Termination Payment shall only be paid on a regularly scheduled payment date and after full satisfaction of, and on a subordinate basis to, those payments listed in the foregoing clauses (i), (ii), (iii) and (iv) of this subsection (b).

(c) The Authority hereby authorizes and directs the Trustee to withdraw sufficient funds from the applicable account (if any) in the Debt Service Fund to pay (i) principal of and redemption premium, if any, and interest on the applicable Bonds as the same become due and payable at maturity or upon redemption; (ii) applicable Swap Payment Obligations as they become due; and (iii) an applicable Swap Termination Payment; *provided, however*, that a Swap Termination Payment shall only be paid on a regularly scheduled payment date and after full satisfaction of, and on a subordinate basis to, those payments listed in clauses (i), (ii), (iii) and

(iv) of subsection (b) above, and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, interest, Swap Payment Obligations and Swap Termination Payments.

(d) Whenever there is on deposit in an account (if any) in the Debt Service Fund moneys sufficient to redeem all or a portion of the applicable Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, the Trustee shall, upon Written Request of the Authorized Officer of the Authority, with the consent of the Public College, take and cause to be taken the necessary steps to redeem all such Bonds on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Public College. Any moneys in the Debt Service Fund may be used to redeem a part of the Bonds Outstanding, in accordance with Article III hereof, so long as the Public College is not in default with respect to any payments under the Lease Agreement and to the extent said moneys are in excess of the amounts required to be on deposit therein pursuant to Section 2.03 of the Lease Agreement and the amount required for payment of Bonds theretofore matured or called for redemption and past due interest in all cases when such Bonds have not been presented for payment.

(e) After payment in full of the principal of and redemption premium, if any, and interest on the Bonds (or after provision has been made for the payment thereof as provided in this Indenture), all Swap Payment Obligations and Swap Termination Payments, if any, and the fees, charges and expenses of the Trustee, any Paying Agent and the Authority, and any other amounts required to be paid under this Indenture and the Lease Agreement, all amounts remaining in the Debt Service Fund shall be paid to the Public College upon the expiration or sooner termination of the Lease Agreement.

Section 4.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of principal of or redemption premium, if any, or interest on the Bonds or the date fixed for redemption of any Bonds shall be a Saturday, a Sunday or a legal holiday or other day that is not a Business Day, then payment of principal, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 4.07. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the Authority to the Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust in a separate trust account uninvested and without liability for interest thereon for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to said Bond. Thereupon it shall be the duty of the Trustee to comply with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 *et seq.* with respect to such funds in accordance with the Trustee's escheat policies and procedures, which must not be in conflict with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 *et seq.* Any money held by the Trustee pursuant to this Section 4.07 shall be held uninvested and without any liability for interest.

Section 4.08. Reports From Trustee. The Trustee shall furnish monthly to the Authority and the Public College a report on the status of each of the funds and accounts established under this Article IV that are held by the Trustee, showing at least the balance in each such fund or account as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund or account, the dates of such deposits and disbursements and the balance in each such fund or account on the last day of the preceding month.

ARTICLE V
DEPOSITORIES OF MONEYS, SECURITY FOR DEPOSITS
AND INVESTMENT OF FUNDS

Section 5.01. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the funds and accounts held under this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with this Indenture and the Lease Agreement, and, until used or applied as herein provided, shall constitute part of the Trust Estate and be subject to the lien, terms and provisions hereof and shall not be commingled with any other funds of the Authority or the Public College except as provided under Section 5.02 hereof for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

Section 5.02. Investment of Moneys. Moneys held in each of the funds and accounts hereunder shall, pursuant to the written direction of the Authority, be invested and reinvested by the Trustee in accordance with the provisions hereof in Investment Obligations that mature or are subject to redemption by the Owner thereof prior to the date such funds are expected to be needed. Notwithstanding any other provision of this Indenture, if the Trustee fails to receive written directions of the Authority regarding investment of funds pursuant to this Section 5.02, moneys held in any fund or account hereunder shall be invested or reinvested in shares of an open-end, diversified investment company registered under the Investment Company Act of 1940, as amended, and that invests its assets exclusively in obligations of or guaranteed by the United States of America or any instrumentality or agency thereof, and for which the Trustee may or may not act as the investment manager or advisor. The Trustee may make any investments permitted by this Section 5.02 through its own or its affiliate's bond department or investment department and may pool moneys for investment purposes, except moneys held in the yield restricted portion of any fund or account, which shall be invested separately. Any such Investment Obligations shall be held by or under the control of the Trustee and shall be deemed at all times a part of the fund or account in which such moneys are originally held. The interest accruing on and any profit realized from such Investment Obligations (other than any amounts required to be transferred from the Costs of Issuance Account of the Project Fund to the Debt Service Fund) shall be credited to such fund or account, and any loss resulting from such Investment Obligations shall be charged to such fund or account. The Trustee shall sell and reduce to cash a sufficient amount of such Investment Obligations whenever the cash balance in such fund or account is insufficient for the purposes of such fund or account. The Trustee shall not be responsible for any loss or decrease in Value of the investments made pursuant to this Article V. The Trustee shall not be required to provide brokerage confirmations so long as the Trustee provides periodic statements that include investment activity to the Authority.

Section 5.03. Record Keeping. The Trustee shall maintain records of the investments made pursuant to this Article V and Article IV for at least six years after the payment of all of the Outstanding Bonds.

ARTICLE VI
PARTICULAR COVENANTS AND PROVISIONS

Section 6.01. Special and Limited Obligations. The Bonds and the interest thereon, Swap Payment Obligations and Swap Termination Payments (subject to the immediately succeeding sentence), if any (*provided*, that Swap Payment Obligations shall be payable equally and ratably with Bond Payment Obligations only to the extent so provided in the applicable Swap Agreement and *provided, further*, that Swap Payment Obligations may be subordinate but never prior to Bond Payment Obligations), each in accordance with their terms and the provisions of this Indenture, shall be special and limited obligations of the Authority payable (except to the extent paid out of Bond proceeds or the income from the temporary investment thereof and under certain circumstances from insurance proceeds and condemnation awards) solely out of the Basic Lease Payments and other payments derived by the Authority under the Lease Agreement (except for fees and expenses payable to the Authority and the Authority's right to indemnification as set forth in the Lease Agreement) as provided herein, and are secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate to the Trustee and in favor of the Owners of the Bonds and the Swap Provider, as provided in this Indenture. Swap Termination Payments, if any, shall be secured by the Trust Estate on a wholly subordinate basis to the Bond Payment Obligations and Swap Payment Obligations. Notwithstanding anything to the contrary in the Resolution, the Bonds or this Indenture, the Bond Payment Obligations, Swap Payment Obligations and Swap Termination Payments, if any, shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof, other than the Authority (to the limited extent set forth herein), within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit or the taxing power of the State or of any political subdivision thereof, other than the Authority (to the limited extent set forth herein), and shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to make any appropriation for their payment. The State or any political subdivision thereof, other than the Authority (to the limited extent set forth herein), shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds, Swap Payment Obligations or Swap Termination Payments, if any, or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever that may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any political subdivision thereof, other than the Authority (to the limited extent set forth herein), or any charge upon its general credit or against its taxing power. The Authority has no taxing power.

Section 6.02. Punctual Payment. The Authority represents, warrants and agrees that it will deposit or cause to be deposited in the Debt Service Fund all Basic Lease Payments and any and all other payments and sums received under the Lease Agreement and this Indenture promptly to meet and pay the principal of, redemption premium, if any, and interest on the Bonds, Swap Payment Obligations and Swap Termination Payments, if any, as the same become due and payable at the place, on the dates and in the manner provided herein, in the Bonds and in any Swap Agreement according to the true intent and meaning thereof.

Section 6.03. Authority to Issue Bonds and Execute Indenture. The Authority represents and warrants that it is duly authorized under the Constitution and laws of the State to execute this Indenture, to issue the Bonds and to pledge and assign the Trust Estate in the manner and to the extent herein set forth; that all action on its part for the execution and delivery of this Indenture and the issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Owners thereof are and will be valid and enforceable, special and limited obligations of the Authority according to the import thereof.

Section 6.04. Performance of Covenants. The Authority covenants that it will (to the extent within its control) faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 6.05. Instruments of Further Assurance. The Authority agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such Supplemental Indentures and such further acts, instruments, financing statements and other documents as the Trustee may reasonably require for the better assuring, transferring, pledging and assigning to the Trustee, and granting a security interest unto the Trustee in and to, the Trust Estate and the other property and revenues herein described to the payment of the principal of, redemption premium, if any, and interest on the Bonds, all at the expense of the Public College. The Lease Agreement, all Supplemental Lease Agreements and all other documents, instruments or policies of insurance required hereunder or under the Lease Agreement shall be delivered to and held by the Trustee.

Section 6.06. Inspection of Books. The Authority agrees that all books and documents in its possession relating to this Indenture, the Lease Agreement and any other Bond Documents and the transactions relating thereto shall at all times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate.

Section 6.07. Enforcement of Rights. The Authority agrees that the Trustee, as assignee, transferee, pledgee and owner of a security interest hereunder, in its name or in the name of the Authority, may enforce all rights of the Authority and/or the Trustee and all obligations of the Public College under and pursuant to the Lease Agreement for and on behalf of the Bondowners, whether or not the Authority is in default hereunder.

**ARTICLE VII
DEFAULT AND REMEDIES**

Section 7.01. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to be and to constitute an "*Event of Default*" under this Indenture:

(a) default in the due and punctual payment of any interest on any Bond when the same becomes due and payable;

(b) default in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when the same becomes due and payable, whether at the stated maturity or accelerated maturity thereof, or upon proceedings for redemption thereof;

(c) default in the due and punctual payment of any installment of interest on any Bond or any Swap Payment Obligation or any Swap Termination Payment, if any (*provided*, with respect to such Swap Termination Payment, such default shall not be deemed to occur until the next regularly scheduled payment date if such payment has not been made by such date), when and as the same shall become due and payable;

(d) the Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder, or the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any Supplemental Indenture on the part of the Authority to be performed, and such incapacity or default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority and the Public College by the Trustee (which notice shall be given at the written request of the Owners of not less than 10% in aggregate principal amount of the affected Bonds then Outstanding); *provided*, that if any such default shall be correctable but is such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Authority or the Public College within such period and diligently pursued until the default is corrected;

(e) any Event of Default as specified in the Lease Agreement has occurred and is continuing and has not been waived; or

(f) a default by either the Authority or the Swap Provider, if any, with respect to any payment obligations or in the observance of any of the other covenants, agreements or conditions or their respective parts under a Swap Agreement.

With regard to any alleged default concerning which notice is given to the Public College under this Section 7.01, the Authority hereby grants the Public College full authority for account of the Authority to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Authority, with full power to do any and all acts and things to the same extent that the Authority could do and perform any such acts and things in order to remedy such default. Upon the occurrence of an Event of Default for which the Trustee has received notice pursuant to Section 8.03 hereof or under which Section the Trustee is required to take notice, the Trustee shall, within 30 days, give written notice thereof by first class mail to all Bondowners.

Section 7.02. Acceleration of Maturity in Event of Default. If an Event of Default under Section 7.01 hereof occurs, then, without other further action, all Bonds Outstanding shall become and be immediately due and payable, anything in the Bonds or herein to the contrary notwithstanding. In addition, if an Event of Default shall have occurred and be continuing, the Trustee may, and if requested by the Owners of not less than 25% in principal amount of the Bonds Outstanding or by the Swap Provider, the Trustee shall, by notice in writing delivered to the Authority, the Swap Provider and the Public College, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable; *provided*, that if at any time after the principal of the Bonds then Outstanding shall have so become due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such acceleration or before the completion of the enforcement of any other remedy under this Indenture, all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest in respect to which such default shall have occurred, and all arrears of payments of principal when due, as the case may be, and all Swap Payment Obligations and Swap Termination Payments, if any, and all fees and expenses of the Trustee in connection with such default shall have been paid or provided for, then the acceleration of the Bonds then Outstanding and the consequences of such acceleration shall be annulled or rescinded, but no such annulment or rescission shall extend to or affect any subsequent acceleration of the Bonds then Outstanding or impair any right consequent thereon.

Section 7.03. Appointment of Receivers in Event of Default. If an Event of Default shall have occurred and be continuing, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Lease Payments, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 7.04. Exercise of Remedies by the Trustee. (a) Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding (including any rights of a secured party under the State Uniform Commercial Code) to enforce the payment of the principal of, redemption premium, if any, and interest on the Bonds then Outstanding, Swap Payment Obligations and Swap Termination Payments, if any, to realize on or to foreclose any of its interests or liens hereunder or under any other of the Bond Documents, to exercise any rights or remedies available to the Trustee, to enforce and compel the performance of the duties and obligations of the Authority as herein set forth and to enforce or preserve any other rights or interests of the Trustee hereunder with respect to any of the Trust Estate or otherwise existing at law or in equity.

(b) If an Event of Default shall have occurred and be continuing, and if requested in writing so to do by the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding or the Swap Provider and if indemnified as provided in Section 8.02(e) or Section 8.04 hereof, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article VII as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondowners and the Swap Provider.

(c) All rights of action under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or Swap Agreement, if any, or the production thereof in any trial or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Bonds, and any recovery of judgment shall, subject to Section 7.07 hereof, be for the equal benefit of all the Owners of the Outstanding Bonds and the Swap Provider.

Section 7.05. Limitation on Exercise of Remedies by Bondowners. No Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless (a) a default has occurred of which the Trustee has been notified as provided in Section 8.03 hereof or of which by said Section the Trustee is deemed to have notice, (b) such default shall have become an Event of Default, (c) the Owners of not less than 25% in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee, shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, and shall have offered to the Trustee indemnity as provided in Section 8.02(e) or Section 8.04 hereof, and (d) the Trustee shall thereafter fail or refuse to exercise the powers herein granted or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more Owners of the Bonds shall have the right in any manner whatsoever to affect, disturb or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of the Owners of all Bonds then Outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondowner to payment of the principal of and interest on any Bond at and after the maturity thereof or the obligation of the Authority to pay the principal of, redemption premium, if any, and interest on each of the Bonds to their respective Owners at the time, place, from the source and in the manner expressed herein and in the Bonds or affect or interfere with the right of any Owner to institute suit for the enforcement of any such payment.

Section 7.06. Right of Bondowners to Direct Proceedings. Except as provided in Section 7.05 hereof, the Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver, custodian or any other proceedings hereunder; *provided*, that such direction shall not be otherwise than in accordance with the provisions of State law and of this Indenture and *provided, further*, that the Trustee shall have the right to decline to follow any such direction if the Trustee in good faith shall determine that the proceedings so directed would involve it in personal liability for which it has not been indemnified.

Section 7.07. Application of Moneys in Event of Default. Any moneys held or received by the Trustee (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Trust Estate, shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal or redemption premium, if any, or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) First: To the payment of all amounts due the Trustee under Section 8.04 hereof;

(b) Second: To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal and redemption premium, if any, and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal and redemption premium, if any, and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds and Swap Payment Obligations, then to the payment of such principal, redemption premium, if any, interest and Swap Payment Obligations, without any preference or priority, ratably according to the aggregate amount so due;

(c) Third: To the payment of a Swap Termination Payment, if any; and

(d) Fourth: To the payment of the remainder, if any, to the Public College or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied pursuant to this Section 7.07, such moneys shall be applied at such times and from time to time as the Authority shall determine, having due regard to the amount of such moneys available and that may become available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Authority shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all of the Bonds and interest thereon have been paid under this Section 7.07, all Swap Payment Obligations and Swap Termination Payments, if any, and all fees, expenses and charges of the Trustee and the Authority, including attorneys' fees and expenses, have been paid, any balance remaining in the Debt Service Fund shall be paid to the Public College.

Section 7.08. Remedies Cumulative. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee, the Swap Provider or the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee, the Swap Provider or the Bondowners

hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right, power or remedy accruing upon any Event of Default shall impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein; and every such right, power or remedy may be exercised from time to time and as often as may be deemed expedient. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every case the Authority, the Public College, the Trustee, the Swap Provider and the Bondowners shall be restored to their former positions and all rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.09. Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal upon the written direction of the Owners of at least a majority in aggregate principal amount of all Bonds then Outstanding; *provided*, that there shall not be waived without the consent of the Owners of all the Bonds Outstanding (a) an Event of Default in the payment of the principal of any Outstanding Bonds at the date of maturity specified therein or (b) any default in the payment when due of the interest on any such Bonds unless, prior to such waiver or rescission of the Event of Default referred to in clause (a) or (b) above, all arrears of interest, with interest (to the extent permitted by State law) at the rate borne by the Bonds on overdue installments of interest in respect to which such default shall have occurred, and all arrears of payments of principal when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default, shall have been discontinued or abandoned or determined adversely, then and in every case the Authority, the Public College, the Trustee and the Bondowners shall be restored to their former positions, rights and obligations hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default or impair any right consequent thereon.

Section 7.10. Cancellation of Bonds Owned by Public College. Upon the occurrence of any Event of Default, any Bonds owned by the Public College shall be deemed to be canceled and shall be surrendered to the Trustee, unless the Event of Default has been waived.

**ARTICLE VIII
THE TRUSTEE**

Section 8.01. Acceptance of Trusts; Certain Duties and Responsibilities. The Trustee accepts and agrees to execute the trusts imposed upon it by this Indenture, but only upon the following terms and conditions:

(a) Except during the continuance of an Event of Default,

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions that by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture.

(b) If an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent trustee would exercise or use under the circumstances.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that

(i) this subsection shall not be construed to limit the effect of subsection (a);

(ii) the Trustee shall not be liable for any error of judgment made in good faith by an Authorized Officer of the Trustee, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 8.01.

Section 8.02. Certain Rights of Trustee. Except as otherwise provided in Section 8.01 hereof:

(a) The Trustee may rely conclusively and shall be protected in acting or refraining from acting upon any resolution, Certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties.

(b) The Trustee shall be entitled to rely conclusively upon a Certificate of an Authorized Officer of the Authority or a Certificate of an Authorized Officer of the Public College as to the sufficiency of any request or direction of the Authority or the Public College, as applicable, mentioned herein, the existence or non-existence of any fact or the sufficiency or validity of any instrument, paper or proceeding, or that a resolution in the form therein set forth has been duly adopted by the Authority or the Public College Board and is in full force and effect.

(c) Whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, conclusively rely upon a Certificate of an Authorized Officer of the Authority or a Certificate of an Authorized Officer of the Public College, as applicable.

(d) The Trustee may consult with counsel and the advice or opinions of such counsel or any Opinion of Counsel may be conclusively relied upon by the Trustee and shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by the Trustee hereunder in good faith and in reliance thereon.

(e) Notwithstanding anything elsewhere in this Indenture contained, before taking any action under this Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the payment or reimbursement of all reasonable fees, costs and expenses to which it may be put and to protect it against all liability that it may incur in or by reason of such action, including those arising in connection with any environmental claim and the fees and expenses of attorneys, except liability that is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(f) The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, Certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Authority or the Public College, personally or by its agent or attorney.

(g) The Trustee assumes no responsibility for the correctness of the recitals contained in this Indenture and in the Bonds, except the certificate of authentication on the Bonds. The Trustee makes no representations as to the Value or condition of the Trust Estate or any part thereof, or as to the title thereto or as to the security afforded thereby or hereby, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application by the Authority or the Public College of any of the Bonds or the proceeds thereof or of any money paid to or upon the order of the Authority or the Public College under any provision of this Indenture.

(h) The Trustee or any of its affiliates, in its individual or any other capacity, may become the Owner or pledgee of Bonds and may otherwise deal with the Authority or the Public College with the same rights it would have if it were not Trustee.

(i) All money received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law or by this Indenture. The Trustee shall be under no liability for interest on any money received by it hereunder except for accounting for earnings on Investment Obligations.

(j) The Trustee may execute any of the trusts and powers hereunder or perform any duties hereunder either directly or, to the extent that it may reasonably determine is necessary or appropriate to the conduct of its duties hereunder, by or through agents, attorneys or receivers, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent, attorney or receiver appointed by it with due care hereunder, taking into account the duties with respect to which such Person is appointed, and the Trustee shall not be required to give any bond or surety in respect of the execution, delivery or administration of this Indenture. This subparagraph shall not be interpreted as absolving the Trustee of responsibility with respect to duties customarily performed by corporate trustees in the ordinary course of business without the employment of agents, attorneys or receivers.

(k) The Trustee may elect not to proceed in accordance with the directions of the Owners without incurring any liability to the Owners if in the opinion of the Trustee such direction may result in liability to the Trustee, in its capacity as Trustee or in an individual capacity for which the Trustee has not received indemnity pursuant to Section 8.02(e) hereof from the Owners, and the Trustee may conclusively rely upon an Opinion of Counsel addressed to the Authority and the Trustee in determining whether any action directed by Owners or the Authority may result in such liability.

(l) Notwithstanding any other provision of this Indenture to the contrary, any provision intended to provide authority to act, right to payment of fees and expenses and protection and immunity to the Trustee shall be interpreted to include any action of the Trustee whether it is deemed to be in its capacity as Trustee, Bond Registrar or Paying Agent.

(m) Except as otherwise expressly provided hereunder, the Trustee shall not be required to give or furnish any notice, demand, report, reply, statement, advice or opinion to any Owner, the Public College, the Authority or any other Person, and the Trustee shall not incur any

liability for its failure or refusal to give or furnish the same unless obligated or required to do so by express provisions hereof.

(n) In acting or omitting to act pursuant to the Lease Agreement or any of the other Bond Documents, the Trustee shall be entitled to all of the rights and immunities accorded to it under this Indenture, including, but not limited to, this Article VIII.

(o) The Trustee shall have no responsibility with respect to any information in any offering memorandum or other disclosure material distributed with respect to the Bonds or for compliance with securities laws in connection with the sale and issuance of the Bonds.

(p) The Trustee shall not be required to give a bond or surety to act under this Indenture.

(q) The Trustee shall have no duty or obligation to record or file the initial financing statements or any mortgage or similar document relating to this Indenture, the Lease Agreement or the Project.

(r) The Trustee shall have no duty or obligation to expend its own funds in the administration of the trusts hereunder; *provided*, the foregoing shall not be construed to permit the Trustee to delay or fail to take actions in the administration of the trusts hereunder for which the Trustee's fees and expenses associated therewith would customarily and in the ordinary course of business be paid on a reimbursement basis.

(s) The Trustee shall have no duty to review any evidence of insurance delivered to it pursuant to this Indenture or the Lease Agreement and shall not be responsible to determine the validity or sufficiency of same.

The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence, willful misconduct or bad faith.

Section 8.03. Notice of Defaults. The Trustee shall not be required to take notice or be deemed to have notice of any default or Event of Default hereunder except failure by the Authority to cause to be made any of the payments to the Trustee required to be made by Article IV hereof, unless the Trustee shall be specifically notified in writing of such default or Event of Default by the Authority, the Public College, any Swap Provider or the Owners of at least 10% in principal amount of all Bonds Outstanding, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid. Within 30 days after the occurrence of any Event of Default hereunder of which the Trustee is required to take notice or has received notice as provided in this Section 8.03, the Trustee shall give written notice of such Event of Default by first-class mail to all Owners of Bonds as shown on the Bond Register maintained by the Trustee, unless such default shall have been cured or waived; *provided*, that except in the case of a default in the payment of the principal of (or redemption premium, if any) or interest on any Bond, the Trustee shall be protected in withholding such notice from Bondowners if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondowners. For the purpose of this Section 8.03, the term

"default" means any event that is, or after notice or lapse of time or both would become, an Event of Default.

Section 8.04. Compensation and Reimbursement. The Trustee shall be entitled to payment or reimbursement:

(a) from time to time for reasonable compensation for Ordinary Services and Extraordinary Services (which in the case of compensation for the Trustee's Ordinary Services shall be agreed upon by the Authority), which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust; and

(b) except as otherwise expressly provided herein, upon its request, for all Ordinary Expenses and Extraordinary Expenses (including the reasonable compensation and the expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to the Trustee's negligence, willful misconduct or bad faith.

Pursuant to the Lease Agreement, the Public College has agreed to pay to the Trustee all reasonable fees, charges, advances and expenses of the Trustee, and the Trustee agrees to look only to the Public College for the payment of all reasonable fees, charges, advances and expenses of the Trustee and any Paying Agent as provided in the Lease Agreement. The Trustee agrees that the Authority shall have no liability for any fees, charges and expenses of the Trustee.

As security for the payment of such compensation, expenses, reimbursements and indemnity under this Section 8.04, the Trustee shall be secured under this Indenture by a lien prior to the Bonds, and shall have the right to use and apply any trust moneys held by it under Articles IV and VII hereof.

All indemnity provisions in favor of the Trustee under this Indenture and the Lease Agreement shall survive the termination of this Indenture and the Lease Agreement and the removal or resignation of the Trustee.

Section 8.05. Corporate Trustee Required; Eligibility. There shall at all times be a Trustee hereunder that shall be a bank, national banking association or trust company organized and doing business under the laws of the United States of America or of any state thereof, authorized under such laws to exercise corporate trust powers, subject to supervision or examination by federal or state authority, having a corporate trust office located in the State and having a combined capital and surplus of at least \$75,000,000 or having its obligations hereunder guaranteed by an affiliated entity with a combined capital and surplus of at least \$75,000,000. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of such supervising or examining authority, then for the purposes of this Section 8.05, the combined capital and surplus of such corporation or association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with this Section 8.05, it shall resign immediately in the manner and with the effect specified in this Article VIII.

Section 8.06. Resignation and Removal of Trustee. (a) The Trustee may resign at any time by giving written notice thereof to the Authority, the Public College, the Swap Provider, if any, and each Owner of Bonds Outstanding as their names and addresses appear in the Bond

Register maintained by the Trustee. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may, at the expense of the Public College, petition any State court of competent jurisdiction for the appointment of a successor Trustee.

(b) The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Authority, the Swap Provider, if any, and the Trustee signed by the Owners of a majority in principal amount of the Outstanding Bonds. In addition, the Authority at the written direction of the Public College (so long as the Public College is not in default under this Indenture or the Lease Agreement and no condition exists that, with the giving of notice or the passage of time, or both, would constitute a default or an Event of Default) may remove the Trustee at any time for any reason. The Authority, the Public College or any Bondowner may at any time petition any State court of competent jurisdiction for the removal for cause of the Trustee.

(c) If at any time:

(i) the Trustee shall cease to be eligible under Section 8.05 hereof and shall fail to resign after written request therefor by the Authority, the Public College or by any such Bondowner, or

(ii) the Trustee shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Trustee or of its property shall be appointed or any public officer shall take charge or control of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation,

then, in any such case, (a) the Authority may remove the Trustee or (b) the Public College or any Bondowner may petition any State court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(d) The successor Trustee shall give notice of such resignation or such removal of the Trustee and such appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Registered Owners of Bonds as their names and addresses appear in the Bond Register maintained by the Trustee. Each notice shall include the name of the successor Trustee and the address of its Principal Office.

(e) No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article VIII shall become effective until the acceptance of appointment by the successor Trustee under Sections 8.07 and 8.08 hereof.

Section 8.07. Appointment of Successor Trustee. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Trustee for any cause, the Authority with the written consent of the Public College (so long as no Event of Default and no condition exists that, with the giving of notice or the passage of time or both, would constitute a default or an Event of Default hereunder or under the Lease Agreement has occurred and is continuing) or with the written consent of the Owners of a majority in principal amount of Bonds Outstanding (if an Event of Default hereunder or under the Lease Agreement has occurred and is continuing), by an instrument or concurrent instruments in writing delivered

to the Authority, the Public College, the Swap Provider, if any, and the retiring Trustee, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may similarly appoint a temporary successor to fill such vacancy until a new Trustee shall be so appointed by the Authority or the Bondowners. If a successor Trustee shall be appointed in the manner herein provided, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the retiring Trustee and any temporary successor Trustee appointed by such receiver or trustee. If, within 30 days after such resignation, removal or incapability or the occurrence of such vacancy, no successor Trustee shall have been so appointed and accepted appointment in the manner herein provided, the Authority (so long as no Event of Default hereunder or under the Lease Agreement has occurred and is continuing and no condition exists that, with the giving of notice or the passage of time or both, would constitute a default or an Event of Default) or the Owners of a majority in principal amount of Bonds Outstanding may appoint, or the Authority, the Swap Provider, if any, the Public College or the retiring Trustee, at the expense of the Public College, or any Bondowner may petition any State court of competent jurisdiction for the appointment of, a temporary successor Trustee, until a successor shall have been appointed as above provided. The temporary successor so appointed shall immediately and without further act be superseded by any successor Trustee appointed as above provided. Every such successor Trustee appointed pursuant to this Section 8.07 shall be a bank or national banking association with trust powers, or a trust company in good standing under the laws of the jurisdiction in which it was created and by which it exists, meeting the eligibility requirements of this Article VIII.

Section 8.08. Acceptance of Appointment by Successor. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Authority, the Public College and the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the estates, properties, rights, powers, trusts and duties of the retiring Trustee, but, on request of the Authority, the Public College or the successor Trustee, such retiring Trustee shall, upon payment of its fees and charges, execute and deliver an instrument conveying and transferring to such successor Trustee upon the trusts herein expressed all the estates, properties, rights, powers and trusts of the retiring Trustee, and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in Section 8.04 hereof, and thereupon all duties and obligations of the retiring Trustee hereunder shall cease and terminate. Upon request of any such successor Trustee, the Authority shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such estates, properties, rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article VIII.

Section 8.09. Merger, Consolidation and Succession to Business. Any corporation or association into which the Trustee may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder; *provided*, such

corporation or association shall be otherwise qualified and eligible under this Article VIII, and shall be vested with all of the title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then in office, any successor by merger or consolidation to such authenticating Trustee may adopt such authentication and deliver such Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 8.10. Designation of Paying Agents. The Trustee is hereby designated and agrees to act as principal Paying Agent for and in respect of the Bonds. The Authority, or the Public College on behalf of the Authority, may cause the necessary arrangements to be made through the Trustee and to be thereafter continued for the designation of alternate Paying Agents, if any, and for the making available of funds hereunder for the payment of the principal of, redemption premium, if any, and interest on the Bonds, or at the Principal Office of said alternate Paying Agents. In the event of a change in the office of Trustee, the predecessor Trustee that has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for the principal of, redemption premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee and Paying Agent unless a separate Paying Agent or Agents are appointed in connection with the appointment of any successor Trustee.

Section 8.12. Advances by Trustee. If the Public College shall fail to make any payment or perform any of its covenants in the Lease Agreement, the Trustee may (but shall in no case be required), at any time and from time to time, use and apply any moneys held by it under this Indenture, or make advances, to effect payment or performance of any such covenant on behalf of the Public College. All moneys so used or advanced by the Trustee, together with interest at the Prime Rate plus 2%, shall be repaid by the Public College, as Additional Lease Payments pursuant to the provisions of Section 4.06 of the Lease Agreement, upon demand and such advances shall be secured under this Indenture prior to the Bond Payment Obligations. For the repayment of all such advances, the Trustee shall have the right to use and apply any moneys at any time held by it under this Indenture, but no such use of moneys or advance shall relieve the Public College from any default hereunder.

Section 8.13. Notice to Rating Agencies. The Trustee shall promptly give written notice to each Rating Agency by registered or certified mail, postage prepaid, of the occurrence of any of the following events: (a) the Trustee resigns or is removed or the appointment of a successor Trustee hereunder, (b) the date that no Bonds remain Outstanding, (c) the Trustee becomes aware of any material change made in this Indenture or the Lease Agreement, or (d) the acceleration of the Bonds in accordance with Article VII hereof.

Section 8.14. P.L. 2005, c. 92 Covenant. In accordance with P.L. 2005, c. 92, the Trustee covenants and agrees that all services performed under this Indenture shall be performed within the United States of America.

Section 8.15. Compliance with P. L. 2005, c. 51 and Executive Order No. 117. The Trustee represents and warrants that all information, certifications and disclosure statements previously provided in connection with P.L. 2005, c. 51, and Executive Order No. 117 (Corzine, 2008) ("*Executive Order 117*"), are true and correct as of the date hereof and that all such statements have been made with full knowledge that the Authority has relied upon the truth of the statements contained therein in engaging the Trustee in connection with the Bonds. The Trustee agrees that it will maintain continued compliance with P.L. 2005, c. 51, Executive Order 117 and any regulations pertaining thereto. The Trustee acknowledges that, upon its failure to make required filings thereunder or the making of a contribution prohibited thereunder, the Authority may remove the Trustee as trustee under this Indenture and may exercise any remedies afforded to it at law or in equity.

Section 8.16. Compliance with P.L. 2005, c. 271 Reporting Requirements. The Trustee hereby acknowledges that it has been advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("*ELEC*") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the Trustee enters into agreements or contracts, such as this Indenture, with a New Jersey public entity, such as the Authority, and receives compensation or fees in excess of \$50,000 or more in the aggregate from New Jersey public entities, such as the Authority, in a calendar year. It is the Trustee's responsibility to determine if filing is necessary. Failure to do so can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Section 8.17. Compliance with N.J.S.A. 52:32-58. The Trustee represents and warrants that it has complied with the requirements of N.J.S.A. 52:32-58 and has filed a certification with the Authority that it is not identified on the list of persons engaging in investment activities in Iran.

ARTICLE IX
SUPPLEMENTAL INDENTURES

Section 9.01. Supplemental Indentures Not Requiring Consent of Bondowners. The Authority and the Trustee may from time to time, without the consent of or notice to any of the Bondowners or the Swap Provider, enter into one or more Supplemental Indentures, for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture or to release property from the Trust Estate that was included by reason of an error or other mistake;

(b) To grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners or the Trustee or either of them;

(c) To subject to this Indenture additional revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental thereto in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as then amended, or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(e) To conform to the provisions of any Swap Agreement;

(f) To evidence the appointment of a separate Trustee or the succession of a new Trustee hereunder; or

(g) To make any other change that, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Bondowners or Swap Provider (in making such determination, the Trustee shall be entitled to rely conclusively upon an opinion of bond counsel).

Section 9.02. Supplemental Indentures Requiring Consent of Bondowners. With the consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, the consent of the Swap Provider (so long as a Swap Agreement is in effect and the Swap Provider is not then in default under its payment obligations thereunder), the Authority and the Trustee may from time to time enter into such other Supplemental Indenture or Supplemental Indentures as shall be deemed necessary or desirable by the Trustee for the purpose of modifying, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; *provided*, that nothing in this Section 9.02 contained shall permit or be construed as permitting without the consent of the Owners of all of the Bonds then Outstanding:

(a) an extension of the maturity of the principal of or the scheduled date of payment of interest on any Bond, or

(b) a reduction in the principal amount, redemption premium or any interest payable on any Bond, or

- (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or
- (d) a reduction in the aggregate principal amount of Bonds the Owners of which are required for consent to any such Supplemental Indenture.

If at any time the Authority shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section 9.02, the Trustee shall cause notice of the proposed execution of such Supplemental Indenture to be mailed by first-class mail to each Bondowner. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondowners. If within 60 days or such longer period as shall be prescribed by the Authority following the mailing of such notice, the Owners of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section 9.02 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 9.03. Public College's Consent to Supplemental Indentures. Anything herein to the contrary notwithstanding, so long as the Public College is not in default under the Lease Agreement, a Supplemental Indenture under this Article IX that affects any rights of the Public College shall not become effective unless and until the Public College shall have consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such Supplemental Indenture, together with a copy of the proposed Supplemental Indenture, to be mailed by first-class mail to the Public College at least 15 days prior to the proposed date of execution and delivery of any such Supplemental Indenture.

Section 9.04. Opinion of Bond Counsel. Notwithstanding anything to the contrary in Sections 9.01 or 9.02 hereof, concurrently with the entry by the Authority and the Trustee into any Supplemental Indenture pursuant to Section 9.01 or 9.02 hereof, there shall have been delivered to the Authority, the Swap Provider and the Trustee an opinion of bond counsel. The Trustee may conclusively rely on such opinion when consenting to such Supplemental Indenture, which shall, in addition to its other elements, opine to the effect that such Supplemental Indenture is permitted under this Article IX and is duly authorized, validly executed and delivered and is legally valid and binding upon the Authority.

ARTICLE X
SUPPLEMENTAL LEASE AGREEMENTS

Section 10.01. Supplemental Lease Agreements Not Requiring Consent of Bondowners. The Authority and the Trustee may, without the consent of or notice to the Bondowners or the Swap Provider, consent to the execution of any Supplemental Lease Agreement by the Authority and the Public College as may be required:

(a) For the purpose of curing any ambiguity or formal defect or omission in the Lease Agreement, or

(b) For the purpose of modifying the scope of the Project in accordance with the Lease Agreement, or

(c) In connection with any other change therein that, in the sole judgment of the Trustee, does not materially adversely affect the interests of the Bondowners or Swap Provider (in making such determination, the Trustee shall be entitled to rely conclusively upon an opinion of bond counsel).

Copies of any amendments, changes or modification of the Lease Agreement as provided in this Section 10.01 must be provided to each Rating Agency by the Trustee.

Section 10.02. Supplemental Lease Agreements Requiring Consent of Bondowners. With the consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding and with the consent of the Swap Provider (so long as a Swap Agreement is in effect and the Swap Provider is not then in default under its payment obligations thereunder), the Authority and the Trustee may consent to the execution of any Supplemental Lease Agreements by the Authority and the Public College; *provided*, that no such Supplemental Lease Agreement shall be entered into that permits without the consent of the Owners of all of the Bonds then Outstanding (a) an extension of the date of payment of any Basic Lease Payment under Section 4.05 of the Lease Agreement or (b) a reduction in the amount of any Basic Lease Payment under Section 4.05 of the Lease Agreement.

If at any time the Authority and the Public College shall request the consent of the Trustee to any such proposed Supplemental Lease Agreement, the Trustee shall cause notice of such proposed Supplemental Lease Agreement to be mailed in the same manner as provided by Section 9.02 hereof with respect to Supplemental Indentures. Such notice shall briefly set forth the nature of such proposed Supplemental Lease Agreement and shall state that copies of the same are on file at the Principal Office of the Trustee for inspection by all Bondowners.

Copies of any amendments, changes or modification of the Lease Agreement as provided in this Section 10.02 must be provided to each Rating Agency by the Trustee.

Section 10.03. Opinions. Notwithstanding anything to the contrary in Sections 10.01 or 10.02 hereof, concurrently with the entry by the Authority and the Public College into any Supplemental Lease Agreement, there shall have been delivered to the Authority, the Swap Provider and the Trustee (i) an opinion of bond counsel, which shall, in addition to its other elements, opine to the effect that such Supplemental Lease Agreement is permitted under this

Article X, is duly authorized, validly executed and delivered and is legally valid and binding upon the Authority, and (ii) an Opinion of Counsel to the effect that such Supplemental Lease Agreement is duly authorized, validly executed and delivered and is legally valid and binding upon the Public College.

ARTICLE XI
SATISFACTION AND DISCHARGE OF INDENTURE

Section 11.01. Bonds Deemed To Be Paid. Any Bond or Bonds shall be deemed to be paid and no longer Outstanding under this Indenture and shall cease to be entitled to any lien, benefit or security under this Indenture if the Authority shall pay or provide for the payment of such Bond or Bonds in any one or more of the following ways:

(a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bond or Bonds, as and when the same become due and payable; or

(b) by delivering and surrendering to the Trustee, for cancellation by it, such Bond or Bonds; or

(c) by depositing with the Trustee, in trust, (i) cash or noncallable United States Obligations or both in such amounts and with maturities that will be, together with other moneys deposited therein and together with the income or interest to accrue thereon, without consideration of any reinvestment thereof, fully sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bond or Bonds at or before their respective maturity dates and to pay the interest thereon as it comes due, and (ii) in the case of Bonds that do not mature or will not be redeemed within 90 days of the deposit referred to in clause (i) above, a verification report of a nationally recognized Independent Certified Public Accountant or a nationally recognized firm providing verification services as to the adequacy of the trust funds to fully pay the Bonds deemed to be paid.

Notwithstanding the foregoing, in the case of any Bonds that by their terms may be redeemed prior to the stated maturities thereof, no deposit under clause (c) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until, as to all such Bonds that are to be redeemed prior to their respective stated maturities, proper notice of such redemption shall have been given in accordance with Article III hereof or irrevocable instructions shall have been given to the Trustee to give such notice.

Notwithstanding any provisions of any other Section of this Indenture that may be contrary to this Section, all moneys or United States Obligations set aside and held in trust pursuant to this Section for the payment of Bonds (including redemption premium thereon, if any) shall be held irrevocably in trust for the Owners of such Bonds and applied to and used solely for the payment of the particular Bonds (including redemption premium thereon, if any) with respect to which such moneys and United States Obligations have been so set aside in trust.

Section 11.02. Satisfaction and Discharge of Indenture. If the principal of, redemption premium, if any, and interest on all of the Bonds shall have been paid in accordance with their terms, or provision has been made for such payment as provided in Section 11.01 hereof, and provision shall also be made for paying all other sums payable hereunder, including the payment of all Swap Payment Obligations and Swap Termination Payments, if any, and the fees, charges and expenses of the Authority, the Trustee and any Paying Agent, including attorneys' fees and expenses, to the date of retirement of the Bonds, then the right, title and interest of the Trustee in respect hereof shall thereupon cease, terminate and be void, and

thereupon the Trustee, upon Written Request of the Public College, and upon receipt by the Trustee, the Swap Provider and the Authority of a favorable opinion of bond counsel, which shall, in addition to its other elements, opine that all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, shall cancel, discharge and release this Indenture and shall execute, acknowledge and deliver to the Authority, the Swap Provider and the Public College such instruments of satisfaction and discharge or release as shall be reasonably requested to evidence such release and the satisfaction and discharge of this Indenture, and shall assign and deliver to the Authority, the Public College, the Swap Provider or other Person entitled thereto, as their respective interests may appear, any property and revenues at the time subject to this Indenture that may then be in its possession, other than moneys or obligations held by the Trustee for the payment of the principal of and interest and redemption premium, if any, due or to become due on the Bonds.

Upon provision for the payment of all Outstanding Bonds in accordance with this Section 11.02 and compliance with the other payment requirements of Section 11.01 hereof, and subject to this Section 11.02, the Indenture may be discharged in accordance with the provisions hereof; *provided*, that the obligation of the Authority in respect of such Bonds shall nevertheless continue but the Owners thereof shall thereafter be entitled to payment only out of the moneys or United States Obligations deposited with the Trustee as aforesaid.

Section 11.03. Payment of Bonds After Discharge. Notwithstanding the discharge of the lien hereof as in this Article XI provided, the Trustee shall nevertheless retain such rights, powers and duties hereunder as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer, exchange and replacement of Bonds as provided herein. Thereupon, it shall be the duty of the Trustee to comply with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 *et seq.*, with respect to such funds in accordance with the Trustee's escheat policies and procedures, which must not be in conflict with the Uniform Unclaimed Property Act, N.J.S.A. 46:30B-1 *et seq.* Any such delivery shall be in accordance with the customary practices and procedures of the Trustee and the State escheat laws. Any money held by the Trustee pursuant to this Section 11.03 shall be held uninvested and without any liability for interest.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Section 12.01. Consents and Other Instruments by Bondowners. Any consent, request, direction, approval, objection or other instrument required by this Indenture (other than the assignment of any Bond) to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, Bonds owned by the Public College shall be disregarded and deemed not to be Outstanding under this Indenture, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds with respect to which the Trustee has received written notice of such ownership shall be so disregarded. Notwithstanding the foregoing, Bonds so owned that have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Public College.

Section 12.02. Limitation of Rights Under this Indenture. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied by this Indenture or the Bonds is intended or shall be construed to give any Person, other than the parties hereto, the Paying Agent, the Bond Registrar, the Swap Provider and the Owners of the Bonds, any right, remedy or claim under or in respect to this Indenture, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto, the Paying Agent, the Bond Registrar, the Swap Provider and the Owners of the Bonds as herein provided. To the extent that this Indenture confers upon or gives or grants to the Swap Provider any right, remedy or claim under or by reason of this Indenture, the Swap Provider (so long as a Swap Agreement is in effect and the Swap Provider is not then in default under its payment obligations thereunder) is hereby explicitly recognized as being a third-party beneficiary hereunder and may give notice to the Trustee or the Authority or any applicable receiver of the occurrence of an Event of Default hereunder, request the Trustee or receiver to intervene in judicial proceedings that affect the Bonds or any Swap Agreement or

the security therefor or enforce any such right, remedy or claim conferred, given or granted hereunder or thereunder, and the Trustee or receiver shall accept notice of default from the Swap Provider.

Section 12.03. Notices. Except as otherwise provided herein, it shall be sufficient service of any notice, request, complaint, demand or other paper required by this Indenture to be given to or filed with the Authority, the Trustee, the Swap Provider (as provided in any Swap Agreement) or the Public College if the same shall be duly mailed by certified or registered mail addressed (provided that notice to the Trustee shall be effective only upon receipt):

(a) To the Authority at:

New Jersey Educational Facilities Authority
103 College Road East
Princeton, New Jersey 08540-6612
Attention: Executive Director

(b) To the Trustee at:

U.S. Bank National Association
333 Thornall Street – 4th Floor
Edison, New Jersey 08837
Attention: Corporate Trust Department

(c) To the Public College at:

The College of New Jersey
2000 Pennington Road
P.O. Box 7718
Ewing, New Jersey 08628-0718
Attention: Treasurer

All notices, demands, directions and requests to the Trustee shall be in writing unless expressly stated herein.

It shall be sufficient service of any notice, request, complaint, demand or other paper permitted or required by this Indenture to be given or filed with the Bondowners if the same is duly mailed by first-class mail, postage prepaid, addressed to each of the Bondowners at the time Outstanding at the addresses shown by the Bond Register. Neither the failure to receive such notice, nor any defect in any notice so mailed, to any particular Bondowner shall affect the sufficiency of such notice with respect to other Bondowners. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Bondowners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

The Trustee is hereby instructed to give notice to any Rating Agency then maintaining a rating on the Bonds if (i) the Trustee resigns or is removed or a new Trustee is appointed, (ii) there is a call for the redemption of all Bonds, (iii) all of the Bonds are defeased in accordance with Article XI hereof, or (iv) the execution of any Supplemental Indenture or Supplemental Lease Agreement occurs.

Section 12.04. Suspension of Mail Service. If, because of the temporary or permanent suspension of mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such delivery of notice in lieu thereof as shall be made with the approval of the Authority shall constitute a sufficient notice.

Section 12.05. Immunity of Officers, Employees and Members of Authority. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, director, member, employee or agent of the Authority, or of any successor public corporation, as such, either directly or through the Authority or any successor public corporation, under any rule of law or equity, statute or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, directors, members, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of such Bonds.

Section 12.06. Limitation on Authority Obligations. Any other term or provision in this Indenture, the Lease Agreement or any other Bond Document to the contrary notwithstanding:

(a) Any and all obligations (including fees, claims, demands, payments, damages, liabilities, penalties, assessments and the like) of or imposed upon the Authority or its members, officers, agents, employees, representatives, advisors or assigns, whether under this Indenture or any of the other Bond Documents or elsewhere and whether arising out of or based upon a claim or claims of tort, contract, misrepresentation or any other or additional legal theory or theories whatsoever (collectively the "*Obligations*"), shall in all events be absolutely limited obligations and liabilities, payable solely out of the following, if any, available at the time the Obligation in question is asserted:

(i) Bond proceeds and investments therefrom; and

(ii) Payments derived from the Bonds, the Indenture (including the Trust Estate to the extent provided in this Indenture) and the Lease Agreement (except for the fees and expenses of the Authority and the Authority's right to indemnification under the Lease Agreement under certain circumstances),

the above provisions (i) and (ii) being collectively referred to as the "*exclusive sources of the Obligations*".

(b) The Obligations shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof, other than the Authority (to the limited extent as set forth herein), within the meaning of any State constitutional provision or statutory limitation and shall

not constitute a pledge of the faith and credit or taxing power of the State or of any political subdivision thereof, other than the Authority (to the limited extent as set forth herein), but shall be payable solely from and out of the exclusive sources of the Obligations and shall otherwise impose no liability whatsoever, primary or otherwise, upon or any charge upon the general credit or taxing power of the State or of any political subdivision thereof, other than the Authority (to the limited extent as set forth herein). The Authority has no taxing power.

(c) In no event shall any member, officer, agent, employee, representative or advisor of the Authority, or any successor or assign of any such Person or entity, be liable, personally or otherwise, for any Obligation.

(d) In no event shall this Indenture be construed as:

(i) depriving the Authority of any right or privilege; or

(ii) requiring the Authority or any member, officer, agent, employee, representative or advisor of the Authority to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else;

which deprivation or requirement would violate or result in the Authority's being in violation of the Act or any other applicable State or federal law.

(e) At no time and in no event will the Public College permit, suffer or allow any of the proceeds of the Bonds to be transferred to any Person in violation of, or to be used in any manner that is prohibited by, the Act or any other State or federal law.

Section 12.07. Severability. If any provision of this Indenture shall be held or deemed to be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained shall not affect the remaining portions of this Indenture or any part thereof.

Section 12.08. Execution in Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.09. Swap Provider as Third-Party Beneficiary. In furtherance of the rights granted under Section 12.02 hereof, to the extent that this Indenture confers upon or gives or grants to the Swap Provider any right, remedy or claim under or by reason of this Indenture, the Swap Provider (so long as a Swap Agreement is in effect and the Swap Provider is not then in default under its payment obligations thereunder) is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder. In the event that there is no Swap Provider, such terms shall be disregarded in this Indenture.

Section 12.10. Governing Law. This Indenture shall be governed exclusively by and construed in accordance with the laws of the State without regard to conflict of laws principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Authority has caused these presents to be signed in its name and behalf by its duly Authorized Officer, and to evidence its acceptance of the trusts hereby created, the Trustee has caused these presents to be signed in its name and behalf by its duly Authorized Officer, all as of the day and year first above written.

**NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY**

By: _____
Eric D. Brophy, Esq.
Executive Director

ATTEST:

By: _____
Steven P. Nelson
Assistant Secretary

U.S. BANK NATIONAL ASSOCIATION

By: _____
Paul D. O'Brien
Vice President

EXHIBIT A

FORM OF BOND

Unless this bond is presented by an authorized representative of The Depository Trust Company to the Authority or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co., or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the Registered Owner hereof, Cede & Co., has an interest herein.

REGISTERED
No. R-___

REGISTERED
\$_____

UNITED STATES OF AMERICA
STATE OF NEW JERSEY

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUE, SERIES 2020 D (FEDERALLY TAXABLE)

Interest Rate
%

Maturity Date
July 1, 20__

Dated Date
July __, 2020

CUSIP
646066

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY, a public body corporate and politic of the State of New Jersey (herein called the "*Authority*"), for value received, promises to pay, but solely from the sources hereinafter referred to, to the Registered Owner specified above, or registered assigns, the Principal Amount specified above on the Maturity Date specified above, except as the provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto, and in like manner to pay interest on the portion of said Principal Amount from time to time Outstanding at the interest rate per annum determined as described herein and in the Indenture hereinafter referred to from the Dated Date specified above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable on each Interest Payment Date as described in the Trust Indenture, dated as of July 1, 2020 (said Trust Indenture, as may be amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "*Indenture*"), by and between the Authority and U.S. Bank National Association, as Trustee (the "*Trustee*"), until said Principal Amount is paid. All capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Indenture.

Method of Payment. The principal of and interest on this Bond shall be payable in any coin or currency of the United States of America that on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of and redemption premium, if any, on this Bond shall be payable by check or draft to the Registered Owner at the maturity or redemption date hereof upon presentation and surrender of this Bond at the Principal Office of the Trustee. The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner appearing on the registration books of the Authority (the "*Bond Register*") maintained by the Trustee, as Bond Registrar, at the close of business on the Record Date next preceding such Interest Payment Date and shall be paid (i) by check or draft of the Trustee mailed on the applicable Interest Payment Date to such Registered Owner at his address as it appears on such Bond Register or at such other address furnished in writing by such Registered Owner to the Trustee or (ii) by electronic transfer in immediately available funds, if the Bonds are held by The Depository Trust Company or another securities depository, or at the written request addressed to the Trustee by any Owner of Bonds in the aggregate principal amount of at least \$1,000,000, such request to be signed by such Owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number, the name and account number to which credit shall be made and an acknowledgment that an electronic transfer fee is payable, and to be filed with the Trustee no later than ten Business Days before the applicable Record Date preceding such Interest Payment Date.

Authorization. This Bond is one of a duly authorized series of bonds of the Authority designated "New Jersey Educational Facilities Authority Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable)" in the aggregate principal amount of \$____,000 (the "*Bonds*"). The Bonds are issued for the purpose of providing funds to The College of New Jersey (herein called the "*Public College*") to finance a project (the "*Project*") consisting of: (i) the refunding of all or a portion of the outstanding Series 2013 Bonds; (ii) the refunding of all or a portion of the outstanding Series 2015 Bonds; (iii) the refunding of all or a portion of the outstanding Series 2016 Bonds; and (iv) paying certain costs incidental to the sale and issuance of the Bonds, all as presented, submitted and approved by the Public College's Board of Trustees, all by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and statutes of the State of New Jersey, including particularly the New Jersey Educational Facilities Authority Law, constituting Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented, N.J.S.A. 18A:72A-1 *et seq.* (the "*Act*"), and pursuant to a resolution adopted by the Authority on May 26, 2020. The funding will be made pursuant to the Lease and Agreement, dated as of July 1, 2020 (said Lease Agreement, as may be amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "*Lease Agreement*"), by and between the Authority and the Public College.

Security. The Bonds are issued under and are equally and ratably secured and entitled to the protection given by the Indenture pursuant to which the rights of the Authority under the Lease Agreement (other than its rights to payment of fees and expenses and indemnification) are pledged and assigned by the Authority to the Trustee as security for the Bonds. Reference is hereby made to the Indenture for a description of the property pledged and assigned thereunder and the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Authority, the Trustee and the Owners of the Bonds and a description of the terms upon which the Bonds are issued and secured, upon which

provision for payment of the Bonds or portions thereof and defeasance of the lien of the Indenture with respect thereto may be made and upon which the Indenture may be deemed satisfied and discharged prior to payment of the Bonds.

Pursuant to the Lease Agreement, Basic Lease Payments sufficient for the prompt payment when due of the principal of, redemption premium, if any, and interest on the Bonds are to be paid by the Public College directly to the Trustee for the account of the Authority and deposited in a special account created by the Indenture and designated the "New Jersey Educational Facilities Authority Debt Service Fund, The College of New Jersey Issue, Series 2020 D (Federally Taxable)", and all Lease Payments under the Lease Agreement have been duly pledged and assigned to the Trustee for that purpose.

Interest Rates. The Bonds shall bear interest from the most recent Interest Payment Date next preceding the date of such Bonds to which interest has been paid, unless the date of such Bond is an Interest Payment Date, in which case interest shall be payable from such date, or unless the date of such Bond is prior to the first Interest Payment Date of the Bonds, in which case interest shall be payable from the Dated Date of the Bonds, or unless the date of such Bond is between a record date and the next succeeding Interest Payment Date, in which case from such Interest Payment Date. The amount of interest payable with respect to any Bonds on any Interest Payment Date shall be computed on the basis of a 360-day year of twelve 30-day months.

Redemption. The Bonds are subject to [optional,] [make-whole,] mandatory sinking fund and extraordinary optional redemption prior to their stated maturities as provided in the Indenture.

Limitation on Rights; Acceleration; Modifications. The Owner of this Bond shall have no right to enforce the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Bonds or the Indenture may be made only to the extent and in the circumstances permitted by the Indenture.

Special and Limited Obligations. The Bonds and the interest thereon are special and limited obligations of the Authority payable solely out of Basic Lease Payments derived by the Authority under the Lease Agreement and the Trust Estate and are secured by a pledge and assignment of the Basic Lease Payments and the Trust Estate. The Bonds shall never constitute a debt or liability of the State of New Jersey or of any political subdivision thereof, other than the Authority (to the limited extent as set forth in the Indenture), within the meaning of any State constitutional provision or statutory limitation and shall not constitute a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof, other than the Authority (to the limited extent as set forth in the Indenture), but shall be payable solely from the funds provided for in the Lease Agreement and in the Indenture. The issuance of the Bonds shall not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to make any appropriation for their payment. The State or any political subdivision thereof, other

than Authority (to the limited extent as set forth in the Indenture), shall not in any event be liable for the payment of the principal of, redemption premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever that may be undertaken by the Authority. No breach by the Authority of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon or any charge upon the general credit or taxing power of the State or of any political subdivision thereof, other than the Authority (to the limited extent as set forth in the Indenture). The Authority has no taxing power.

No Recourse. No recourse shall be had for the payment of the principal of or redemption premium, if any, or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture contained, against any past, present or future officer, director, member, employee or agent of the Authority, or any incorporator, officer, director, member, trustee, employee or agent of any successor corporation or body politic, as such, either directly or through the Authority or any successor corporation or body politic, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporators, officers, directors, trustees, members, employees or agents, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and the issuance of any of the Bonds.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been executed by the Trustee.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the New Jersey Educational Facilities Authority has caused this Bond to be executed in its name by the manual or facsimile signature of its Executive Director and its official common seal to be impressed or printed hereon and attested by the manual or facsimile signature of an Assistant Secretary.

**NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY**

[SEAL]

By: _____
Eric D. Brophy, Esq.
Executive Director

ATTEST:

By: _____
Steven P. Nelson
Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture.

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

**By: _____
Authorized Signatory**

Date of Authentication: July __, 2020

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

*(Please Print or Typewrite Name, Address and Social Security
Number or Taxpayer Identification Number of Transferee)*

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

Attorney

To transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICES: This signature to this assignment must correspond with the name as it appears upon the fact of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed By:

(Name of Eligible Guarantor Institution as defined by SEC Rule 17Ad-15 (12 *CFR* 240.17Ad-15) or any similar rule which the Trustee deems applicable)

By _____

Title _____

EXHIBIT B

INVESTMENT OBLIGATIONS

Investment Types

- A. U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States of America for the payment of principal and interest.
- B. Federal agency or U.S. government sponsored enterprise obligations, participations or other instruments.
- C. Bonds or notes issued by any state or municipality.
- D. Negotiable bank certificates of deposit, deposit notes or other deposit obligations issued by a nationally or state chartered bank, credit union or savings association, or by a federally- or state-licensed branch of a foreign bank or financial institution.
- E. Commercial paper.
- F. Corporate bonds and medium-term notes.
- G. Asset-backed securities.
- H. Investment agreements or guaranteed investment contracts.
- I. Certificates of deposit of any bank, savings and loan or trust company organized under the laws of the United States of America or any state thereof, including the Trustee or any Holder of the Bonds; *provided*, that such certificates of deposit shall be fully collateralized (with a prior perfected security interest), to the extent they are not insured by the Federal Deposit Insurance Corporation, by the Investment Obligations described in (A) and (B) above having a market value at all times equal to the uninsured amount of such deposit.
- J. Repurchase agreements that meet the following requirements:
 - a. Must be governed by a written SIFMA Master Repurchase Agreement that specifies securities eligible for purchase and resale and that provides the unconditional right to liquidate the underlying securities should the counterparty default or fail to provide full and timely repayment.
 - b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York or a nationally chartered commercial bank.

- c. Securities underlying repurchase agreements must be delivered to a third-party custodian under a written custodial agreement that may be of deliverable or tri-party form. Securities must be held in the Authority's custodial account or in a separate account in the name of the Authority.
 - d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States of America or any agency of the United States of America, including U.S. agency-issued mortgage-backed securities.
 - e. Underlying securities must have an aggregate current market value, including accrued interest, of at least 102% (or 100%, if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each Business Day.
- K. Shares in open-end and no-load money market mutual funds that are backed by U.S. government securities; *provided*, such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7 thereof.
- L. New Jersey Cash Management Fund.

Collateralization

All demand deposits, time deposits and certificates of deposit shall be collateralized for amounts over and above Federal Deposit Insurance Corporation coverage. All collateral shall be permitted investments as set out in the below chart. There shall be a written custodial agreement that, among other things, specifies the circumstances under which collateral may be substituted. The Authority shall not accept a pledge of a proportionate interest in a pool of collateral. The market value and accrued interest of collateral should, at least, equal the value of the investment plus any accrued interest at all times. The recorded value of collateral backing any investment should be compared with current market values (mark-to-market) at the time of the initial investment and monthly thereafter to be certain that it continues to be at least equal to the value of the investment plus accrued interest. The mark-to-market reviews should use "bid" prices from a constant source.

Investment Parameters

Sector Type	Sector Max (%)	Issuer Max (%)	Minimum Ratings Requirement ¹	Max Maturity
US Treasury	100%	N/A	N/A	10 Years
Federal Agency	25%	5%	N/A	10 Years
Municipals	25%	5%	Two Highest LT Rating Categories (AA-/Aa3/AA-)	10 Years
Negotiable CDs	50% in aggregate ²	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1/F-1; A-/A3/A-)	10 Years
Commercial Paper		5%	Highest ST Rating Category (A-1/P-1/F-1)	270 Days
Corporate Bonds & Medium-Term Notes		5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1/F-1; A-/A3/A-)	10 Years
Asset Backed Securities	20%	5%	Highest LT Rating (AAA/Aaa/AAA)	10 Year Avg. Life
Certificates of Deposit	25%	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1/F-1; A-/A3/A-)	10 Years
Repurchase Agreements	20%	5%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the highest ST Rating Category (A-1/P-1/F-1). If the counterparty is a Federal Reserve Bank, no rating is required.	90 Days
Government Money Market Funds	100%	25%	Highest rating by all NRSROs who rated the fund (AAA _m or equivalent)	N/A
New Jersey Cash Management Fund	100%	N/A	N/A	N/A

¹Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. In the case of split-rated issuers, the lowest rating shall prevail. ST= Short-term; LT=Long-term.

²Funds invested in the credit sector may exceed the 50% target only with the written permission of the Authority and the borrowing institution.

In addition, the diversification parameters for investment agreements or guaranteed investment contracts are as follows:

- Investment agreements or guaranteed investment contracts with any financial institution whose senior long-term debt obligations, or whose obligations under such an investment agreement or guaranteed investment contract are guaranteed by a financial institution whose senior long-term debt obligations, have a rating (at the time the agreement or contract is entered into) of "Aa3" or higher by Moody's and "AA-" or higher by S&P.

CONTINUING DISCLOSURE AGREEMENT

BY AND BETWEEN

THE COLLEGE OF NEW JERSEY

AND

**U.S. BANK NATIONAL ASSOCIATION,
AS DISSEMINATION AGENT**

Dated as of July 1, 2020

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "*Agreement*"), made and entered into as of July 1, 2020, by and between **THE COLLEGE OF NEW JERSEY**, a public institution of higher education located in the State of New Jersey (the "*College*"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America with fiduciary and trust powers in the State of New Jersey (the "*Dissemination Agent*" or "*Trustee*").

WITNESSETH:

WHEREAS, on the date hereof, the New Jersey Educational Facilities Authority, a public body corporate and politic with corporate succession, constituting a political subdivision organized and existing under and by virtue of the laws of the State of New Jersey (the "*Authority*") is issuing its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable), dated July __, 2020, in the aggregate principal amount of \$ __, __, 000 (the "*Bonds*"); and

WHEREAS, the Bonds are being issued pursuant to the Authority's resolution adopted on May 26, 2020, and a Trust Indenture, dated as of July 1, 2020 (the "*Trust Indenture*"), by and between the Authority and the Trustee; and

WHEREAS, the College and the Authority have entered into a Lease and Agreement, dated as of July 1, 2020, with respect to certain educational facilities refinanced with proceeds of the Bonds (the "*Lease and Agreement*"), whereby the Authority has leased such educational facilities to the College and the College has agreed to make lease payments to the Authority; and

WHEREAS, the Trustee has duly accepted the trusts imposed upon it by the Trust Indenture as Trustee for the Holders from time to time of the Bonds; and

WHEREAS, the Securities and Exchange Commission (the "*SEC*"), pursuant to the Securities Exchange Act of 1934, as amended and supplemented (codified as of the date hereof at 15 U.S.C. 77 *et seq.*), has adopted amendments effective July 3, 1995 to its Rule 15c2-12 (codified at 17 C.F.R. §240.15c2-12) ("*Rule 15c2-12*") that generally prohibit a broker, dealer or municipal securities dealer from purchasing or selling municipal securities, such as the Bonds, unless such broker, dealer or municipal securities dealer has reasonably determined that an issuer of municipal securities or an obligated person has undertaken in a written agreement or contract for the benefit of holders of such securities to provide certain annual financial information and operating data, notices of the occurrence of certain disclosure events and notices of the failure to make a submission required by a continuing disclosure agreement to various information repositories; and

WHEREAS, the Authority and the College have determined that the College is an "obligated person" with respect to the Bonds within the meaning of Rule 15c2-12 and, in order to enable a "participating underwriter" within the meaning of Rule 15c2-12 to purchase the Bonds, is therefore required to cause the delivery of the information described in this Agreement to the municipal securities marketplace for the period of time specified in this Agreement; and

WHEREAS, the SEC has adopted amendments, effective July 1, 2009, to Rule 15c2-12 requiring that the annual financial information and operating data, notices of the occurrence of certain disclosure events and notices of the failure to make a submission required by a continuing disclosure agreement be provided to the Municipal Securities Rulemaking Board (the "*MSRB*") and not to the various information repositories, and requiring that such information be provided in an electronic format and accompanied by identifying information as prescribed by the *MSRB*; and

WHEREAS, the SEC has adopted amendments, effective December 1, 2010, to Rule 15c2-12 revising the list of disclosure events and requiring that notices of such disclosure events be provided within ten (10) business days after the occurrence of the event; and

WHEREAS, the SEC has adopted amendments, effective February 27, 2019, to Rule 15c2-12 revising the list of disclosure events and requiring that notices of such additional disclosure events be provided within ten (10) business days after the occurrence of the event; and

WHEREAS, on June __, 2020, the Authority and the College entered into a Contract of Purchase with Morgan Stanley & Co. LLC, as representative, on behalf of itself and the other underwriters named therein (collectively, the "*Underwriter*"), for the purchase of the Bonds; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by the College and the Dissemination Agent, respectively, and all conditions, acts and things necessary and required to exist, to have happened or to have been performed precedent to and in the execution and delivery of this Agreement, do exist, have happened and have been performed in regular form, time and manner; and

WHEREAS, the Dissemination Agent and the College are entering into this Agreement for the benefit of the Holders of the Bonds.

NOW, THEREFORE, for and in consideration of the promises and of the mutual representations, covenants and agreements herein set forth, the College and the Dissemination Agent, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1. Terms Defined in Recitals. All capitalized terms in the preambles hereof shall have the meanings set forth therein for all purposes of this Agreement.

Section 1.2. Additional Definitions. The following additional terms shall have the meanings specified below:

"*Annual Report*" means Financial Statements and Operating Data provided at least annually.

"*Bondholder*" or "*Holder*" or any similar term, when used with reference to a Bond or Bonds, means any person who shall be the registered owner of any Outstanding Bond, including holders of beneficial interests in the Bonds.

"*Business Day*" means any day other than (a) a Saturday or Sunday, (b) a day on which commercial banks in New York, New York, in the State or in the city or cities in which the designated corporate trust office of the Dissemination Agent is located are authorized or required by law to close or (c) a day on which the New York Stock Exchange is closed.

"*Disclosure Event*" means any event described in subsection 2.1(d) of this Agreement.

"*Disclosure Event Notice*" means the notice to the MSRB, as provided in subsection 2.1(e).

"*Dissemination Agent*" means an entity acting in its capacity as Dissemination Agent under this Agreement, or any successor Dissemination Agent designated in writing by the College and which has filed a written acceptance of such designation.

"*EMMA*" means the MSRB's Electronic Municipal Markets Access System or any other electronic municipal securities information access system designated by the MSRB for collecting and disseminating primary offering documents and certain other information.

"*Final Official Statement*" means the final Official Statement of the Authority, dated June __, 2020, pertaining to the Bonds.

"*Financial Obligation*" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation or (iii) guarantee of (i) or (ii); *provided, however*, that the term "*Financial Obligation*" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with Rule 15c2-12.

"*Financial Statements*" means the basic financial statements of the College (including its component units, if any) for each Fiscal Year and includes statements of net assets, statements of revenues, expenses, and changes in net assets and statements of cash flows or statements which convey similar information.

"*Fiscal Year*" means the fiscal year of the College. As of the date of this Agreement, the Fiscal Year of the College begins on July 1 of each calendar year and closes on June 30 of the next succeeding calendar year.

"*GAAP*" means generally accepted accounting principles as in effect from time to time in the United States of America, consistently applied.

"*GAAS*" means generally accepted auditing standards as in effect from time to time in the United States of America, consistently applied.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Operating Data*" means the financial and statistical information of the College of the type included in the Final Official Statement, under the heading "APPENDIX A – THE COLLEGE OF NEW JERSEY".

"*State*" means the State of New Jersey.

Section 1.3. Capitalized Terms Not Defined Herein. Capitalized terms not defined herein shall have the meanings assigned to them in Section 1.01 of the Trust Indenture or Section 1.01 of the Lease and Agreement, as the case may be.

Section 1.4. Interpretation. Words of masculine gender include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing Persons include corporations, associations, partnerships (including limited partnerships), trusts, firms and other legal entities, including public bodies, as well as natural persons. Articles and Sections referred to by number mean the corresponding Articles and Sections of this Agreement. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms as used in this Agreement, refer to this Agreement as a whole unless otherwise expressly stated.

As the context shall require, all words importing the singular number shall include the plural number; the disjunctive term "or" shall be interpreted conjunctively as required to insure that the College performs any obligations, mentioned in the passage in which such term appears.

ARTICLE 2

CONTINUING DISCLOSURE COVENANTS AND REPRESENTATIONS

Section 2.1. Continuing Disclosure Covenants of College. The College agrees that it will provide, or shall cause the Dissemination Agent to provide:

(a) Not later than December 27th following the end of each Fiscal Year, commencing with the Fiscal Year of the College ended June 30, 2020, an Annual Report to the MSRB through EMMA, to the Trustee and to the Authority; and should the Fiscal Year of the College change, then the Annual Report shall be due not later than one hundred eighty (180) days after the end of each Fiscal Year.

(b) Not later than fifteen (15) days prior to the date specified in subsection 2.1(a) as the date by which the Annual Report must be provided to the MSRB, a copy of the Annual Report to the Dissemination Agent, if the College has appointed or engaged a Dissemination Agent.

(c) If not submitted as part of the Annual Report, then when and if available, to the MSRB through EMMA, to the Trustee and to the Authority, audited Financial Statements for the College.

(d) In a timely manner not in excess of ten (10) Business Days after the occurrence of the event, to the MSRB through EMMA, to the Trustee and to the Authority, notice of any of the following listed events with respect to the Bonds (each a "*Disclosure Event*"):

- (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 Bonds, or other material events affecting the tax status of the Bonds.
- (vii) Modifications to rights of holders of the Bonds, if material.
- (viii) Bond calls, if material, and tender offers.

- (ix) Defeasances.
- (x) Release, substitution or sale of property securing repayment of the Bonds, if material.
- (xi) Rating changes.
- (xii) Bankruptcy, insolvency, receivership or similar event of the College, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the College in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the College, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the College.
- (xiii) The consummation of a merger, consolidation, or acquisition involving the College or the sale of all or substantially all of the assets of the College, 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 College, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation, any of which affect Holders of the Bonds, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms or other similar events under a Financial Obligation of the College, if any such event reflects financial difficulties.

(e) In addition, notice of the Disclosure Events described in subsections (d)(viii) and (ix) of this Section 2.1 shall be given by the College or the Dissemination Agent, as applicable, under subsection (d) simultaneously with the giving of the notice of the underlying event to holders of affected bonds.

(f) In a timely manner, to the MSRB through EMMA, to the Trustee and to the Authority, notice of a failure by the College to provide the Annual Report within the period described in subsection 2.1(a) hereof.

Section 2.2. Continuing Disclosure Representations. The College represents and warrants that:

- (a) Financial Statements shall be prepared in accordance with GAAP.
- (b) Any Financial Statements that are audited shall be audited by an independent certified public accountant in accordance with GAAS.

Section 2.3. Form of Annual Report. (a) The Annual Report may be submitted as a single document or as separate documents comprising a package.

(b) Any or all of the items which must be included in the Annual Report may be incorporated by reference from other documents, including official statements delivered in connection with other financings issued on behalf of the College or related public entities which are available to the public on the MSRB's website or filed with the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB through EMMA. The College shall clearly identify each such other document so incorporated by reference.

(c) The Annual Report for any Fiscal Year containing any modified Operating Data or financial information (as contemplated by Sections 4.9 and 4.10 hereof) for such Fiscal Year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Report being provided for such Fiscal Year.

Section 2.4. Documents to be Provided in Electronic Format and Accompanied by Identifying Information. The College agrees that each Annual Report, each Disclosure Event Notice and each notice pursuant to subsections 2.1(a), 2.1(b), 2.1(c), 2.1(d), 2.1(e) and 2.1(f) hereof shall be provided to the MSRB in an electronic format as prescribed by the MSRB, and that all documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Section 2.5. Responsibilities, Duties, Immunities and Liabilities of the Dissemination Agent. (a) If the College has determined it necessary to report the occurrence of a Disclosure Event, the College or the Dissemination Agent (if it has received notice from the College of a Disclosure Event) shall in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, file a Disclosure Event Notice of such occurrence with the MSRB in an electronic format as prescribed by the MSRB. The obligations of the College or the Dissemination Agent to provide the notices to the MSRB under this Agreement are in addition to, and not in substitution of, any of the obligations of the Trustee to provide notices of events of default to Holders under Section 7.01 of the Trust Indenture. The College or the Dissemination Agent shall file a copy of each Disclosure Event Notice with the Authority and the Trustee, for informational purposes only.

(b) If an Annual Report is received by it, the Dissemination Agent shall file a written report with the College, with a copy to the Authority, certifying that the Annual Report has been provided to the MSRB pursuant to this Agreement, stating the date it was provided to the MSRB.

Section 2.6. Appointment, Removal and Resignation of Dissemination Agent. (a) The College may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and may discharge any such Dissemination Agent and appoint a successor Dissemination Agent, with written notice to the Authority, such discharge to be effective on the date of the appointment of a successor Dissemination Agent. The College hereby appoints U.S. Bank National Association as Dissemination Agent, and U.S. Bank National Association hereby accepts such appointment.

(b) The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Agreement.

(c) The Dissemination Agent, or any successor thereto, may at any time resign and be discharged of its duties and obligations hereunder by giving not less than thirty (30) days written notice to the College and the Authority. Such resignation shall take effect on the date specified in such notice.

ARTICLE 3

DEFAULTS AND REMEDIES

Section 3.1. Disclosure Default. The occurrence and continuation of a failure by the College to observe, perform or comply with any covenant, condition or agreement on its part to be observed or performed in this Agreement and such failure shall remain uncured for a period of thirty (30) days after written notice thereof has been given to the College by the Trustee or any Bondholder shall constitute a disclosure default hereunder.

Section 3.2 Remedies on Default. (a) The Trustee (at the request of the Underwriter or the Holders of at least twenty five percent (25%) in aggregate principal amount of Outstanding Bonds, and after provision of indemnity in accordance with Section 7.05 of the Trust Indenture) shall, or any Bondholder, for the equal benefit and protection of all Bondholders similarly situated, may, take whatever action at law or in equity against the College and any of the officers, agents and employees of the College that is necessary or desirable to enforce the specific performance and observance of any obligation, agreement or covenant of the College under this Agreement and may compel the College or any such officers, agents or employees, except for the Dissemination Agent, to perform and carry out their duties under this Agreement; *provided*, that no person or entity shall be entitled to recover monetary damages hereunder under any circumstances.

(b) In case the Trustee or any Bondholder shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Bondholder, as the case may be, then and in every such case the College, the Trustee and any Bondholder, as the case may be, shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the College, the Trustee and any Bondholder shall continue as though no such proceeding had been taken.

(c) A default under this Agreement shall not be deemed an event of default under either the Trust Indenture or the Lease and Agreement, and the sole remedy under this Agreement in the event of any failure by the College to comply with this Agreement shall be as set forth in subsection 3.2(a) of this Agreement.

ARTICLE 4

MISCELLANEOUS

Section 4.1. Purposes of this Agreement. This Agreement is being executed and delivered by the College and the Dissemination Agent for the benefit of the Bondholders and in order to assist the Underwriter in complying with clause (b)(5) of Rule 15c2-12.

Section 4.2. Third-Party Beneficiaries; Authority and Bondholders. (a) The Authority is hereby recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder in favor of the Trustee or the Holders of the Bonds.

(b) Each Bondholder is hereby recognized as being a third-party beneficiary hereunder and each may enforce, for the equal benefit and protection of all Bondholders similarly situated, any such right, remedy or claim conferred, given or granted hereunder in favor of the Trustee.

Section 4.3. No Recourse to Authority; Indemnified Parties. No recourse shall be had for the performance of any obligation, agreement or covenant of the College or the Trustee under this Agreement against the Authority or against any member, official, officer, employee, counsel, consultant and agent of the Authority or any person executing the Bonds.

To the extent permitted by law, the College agrees to indemnify and hold harmless the Authority, any member, officer, official, employee, counsel, consultant and agent of the Authority (collectively called the "*Indemnified Parties*"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by the College's failure to perform or observe any of its obligations, agreements or covenants under the terms of this Agreement but only if and insofar as such losses, claims, damages, liabilities or expenses are caused by any such failure of the College to perform. In case any action shall be brought against the Indemnified Parties based upon this Agreement and in respect of which indemnity may be sought against the College, the Indemnified Parties shall promptly notify the College in writing. Upon receipt of such notification, the College shall promptly assume the defense of such action, including the retention of counsel, the payment of all expenses in connection with such action, including any expenses incurred prior to such notification, and the right to negotiate and settle any such action on behalf of such party. The failure on the part of any Indemnified Party to give such notification shall not relieve the College of its obligation under this Section 4.3. Any Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless the employment of such counsel has been specifically authorized by the College, or unless by reason of conflict of interest determined by the written opinion of counsel to any such Indemnified Party, in which case the fees and expenses of such separate counsel shall be borne by the College. The College shall not be liable for any settlement of any such action effected without its written consent, but if settled with the written consent of the College or if there be a final judgment for the plaintiff in any such action with or without written consent, the College agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. Nothing in this

paragraph shall require or obligate the College to indemnify or hold harmless the Indemnified Parties from or against any loss, claim, damage, liability or expense caused by any negligence, recklessness or intentional misconduct of the Indemnified Parties in connection with the College's performance of its obligations, agreements and covenants under this Agreement; and further provided, with respect to the Dissemination Agent, that the foregoing is subject to the limitations of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:2-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

Section 4.4. Additional Information. Nothing in this Agreement shall be deemed to prevent the College from (a) disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or (b) including any other information in any Annual Report or any Disclosure Event Notice, in addition to that which is required by this Agreement. If the College chooses to include any information in any Annual Report or any Disclosure Event Notice in addition to that which is specifically required by this Agreement, the College shall have no obligation under this Agreement to update such information or include it in any future Annual Report or any future Disclosure Event Notice. The College shall reimburse the Dissemination Agent for any expenses incurred by the Dissemination Agent in providing such additional information pursuant to this Section 4.4.

Section 4.5. Notices. All notices required to be given or authorized to be given by either party pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail (as well as by facsimile, in the case of the Trustee or Dissemination Agent) to, in the case of the College, the Treasurer, 2000 Pennington Road, P.O. Box 7718, Ewing, New Jersey 08628-0718 (facsimile (609) 637-5146); and in the case of the Trustee or Dissemination Agent, its corporate trust office at c/o Corporate Trust Department, 21 South Street, 3rd Floor, Morristown, New Jersey 07960 (facsimile (973) 682-4540); and in the case of the Authority, addressed to it at its offices at 103 College Road East, Princeton, New Jersey 08540-6612 (facsimile (609) 987-0850).

Section 4.6. Assignments. This Agreement may not be assigned by either party without the written consent of the other and, as a condition to any such assignment, only upon the assumption in writing of all of the obligations imposed upon such party by this Agreement.

Section 4.7. Severability. If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.

Section 4.8. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Both parties hereto may sign the same counterpart or each party hereto may sign a separate counterpart.

Section 4.9. Amendments, Changes and Modifications. (a) Except as otherwise provided in this Agreement, subsequent to the initial issuance of the Bonds and prior to their payment in full (or provision for payment thereof having been made in accordance with the provisions of the Trust Indenture), this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Trustee.

(b) Without the consent of any Bondholders, the College and the Trustee at any time and from time to time may enter into any amendments or modifications to this Agreement for any of the following purposes:

(i) to add to the covenants and agreements of the College hereunder for the benefit of the Bondholders, or to surrender any right or power conferred upon the College by this Agreement;

(ii) to modify the contents, presentation and format of the Annual Report from time to time to conform to changes in accounting or disclosure principles or practices and legal requirements followed by or applicable to the College or to reflect changes in the identity, nature or status of the College or in the business, structure or operations of the College or any mergers, consolidations, acquisitions or dispositions made by or affecting the College; provided that any such modification shall comply with the requirements of Rule 15c2-12 as then in effect at the time of such modification; or

(iii) to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to include any other provisions with respect to matters or questions arising under this Agreement which, in each case, comply with Rule 15c2-12 as then in effect at the time of such modification;

provided, however, that prior to approving any such amendment or modification, the College determines that such amendment or modification does not adversely affect the interests of the Holders of the Bonds in any material respect.

(c) Upon entering into any amendment or modification required or permitted by this Agreement, the College shall provide, or cause the Dissemination Agent to provide, to the MSRB through EMMA, notice of any such amendment or modification.

(d) The College and the Trustee shall be entitled to rely exclusively upon an opinion of counsel nationally recognized as an expert in federal securities law acceptable to the College to the effect that such amendments or modifications comply with the conditions and provisions of this Section 4.9.

Section 4.10. Amendments Required by Rule 15c2-12. The College and the Dissemination Agent each recognize that the provisions of this Agreement are intended to enable the Underwriter to comply with Rule 15c2-12. If, as a result of a change in Rule 15c2-12 or in the interpretation thereof, a change in this Agreement shall be permitted or necessary to assure continued compliance with Rule 15c2-12 and upon delivery to the Underwriter of an opinion of counsel nationally recognized as expert in federal securities law acceptable to the College to the effect that such amendments shall be permitted or necessary to assure continued compliance by the Underwriter with Rule 15c2-12 as so amended or interpreted, then the College and the

Dissemination Agent shall amend this Agreement to comply with and be bound by any such amendment to this Agreement to the extent necessary or desirable to assure compliance with the provisions of Rule 15c2-12 and provide the written notice of such amendment as required by subsection 4.9(c) hereof, with a copy to the Underwriter.

Section 4.11. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of New Jersey. The parties agree that the College may be sued, pursuant to Section 3.2 hereof, only in a State court in the County of Mercer in the State.

Section 4.12. Termination of College's Continuing Disclosure Obligations. The continuing obligation of the College under Section 2.1 hereof to provide the Annual Report and any Disclosure Event Notice and to comply with the other requirements of said Section shall terminate if and when either (a) the Bonds are no longer Outstanding in accordance with the terms of the Trust Indenture or (b) the College no longer remains an "obligated person" (as defined in Rule 15c2-12(f)(10)) with respect to the Bonds and in either event, only after the College provides, or causes the Dissemination Agent to provide, to the MSRB through EMMA notice to such effect. This Agreement shall be in full force and effect from the date hereof and shall continue in effect so long as any Bonds are Outstanding.

Section 4.13. Compliance with P.L. 2005, c. 271 Reporting Requirements. The Dissemination Agent hereby acknowledges that it has been advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("*ELEC*") pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) if the Dissemination Agent enters into agreements or contracts, such as this Agreement, with a New Jersey public entity, and receives compensation or fees in excess of \$50,000 or more in the aggregate from New Jersey public entities, in a calendar year. It is the Dissemination Agent's responsibility to determine if filing is necessary. Failure to do so can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

Section 4.14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the College and the Dissemination Agent and their respective successors and assigns.

Section 4.15. Prior Undertakings. The College has entered into previous continuing disclosure undertakings in accordance with Rule 15c2-12 with respect to various other bond issues. As disclosed in the Official Statement, for the Fiscal Year ended June 30, 2011, the Annual Report of the College due to be filed on December 27, 2011 was file on December 28, 2011.

Section 4.16. Covenant. In accordance with P.L. 2005, c. 92, the Dissemination Agent covenants and agrees that all services performed under this Agreement shall be performed within the United States of America.

Section 4.17. Headings for Convenience Only. The descriptive headings in this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, THE COLLEGE OF NEW JERSEY and U.S. BANK NATIONAL ASSOCIATION have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

THE COLLEGE OF NEW JERSEY

By: _____
Kathryn A. Foster, Ph.D.
President

U.S. BANK NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____
Paul D. O'Brien
Vice President

LEASE AND AGREEMENT

BY AND BETWEEN

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

AND

THE COLLEGE OF NEW JERSEY

DATED AS OF JULY 1, 2020

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LEASE AND AGREEMENT

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
TO
THE COLLEGE OF NEW JERSEY**

THIS LEASE AND AGREEMENT (THIS "AGREEMENT"), MADE AS OF JULY 1, 2020, BY AND BETWEEN THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY (THE "AUTHORITY") AND THE COLLEGE OF NEW JERSEY (THE "PUBLIC COLLEGE")

WITNESSETH:

WHEREAS, the Authority has heretofore issued its Revenue Bonds, The College of New Jersey Issue, Series 2013 A, in the aggregate principal amount of \$24,950,000 (the "Series 2013 A Bonds"), on behalf of the Public College; and

WHEREAS, the Authority has heretofore issued its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2015 G, in the aggregate principal amount of \$114,525,000 (the "Series 2015 G Bonds"), on behalf of the Public College; and

WHEREAS, the Authority has heretofore issued its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2016 F (Tax-Exempt) and Series 2016 G (Federally Taxable), in the aggregate principal amount of \$193,180,000 (collectively, the "Series 2016 Bonds"), on behalf of the Public College; and

WHEREAS, the Public College has determined it is necessary and advisable to undertake a project (the "Project") consisting of: (i) the refunding of all or a portion of the outstanding Series 2013 A Bonds, (ii) the refunding of all or a portion of the outstanding Series 2015 G Bonds, and (iii) the refunding of all or a portion of the outstanding Series 2016 Bonds, and (iv) paying certain costs incidental to the issuance and sale of the Bonds (as defined herein); and

WHEREAS, pursuant to a resolution of the Authority adopted on May 26, 2020, the Authority determined that it was necessary and in keeping with its authorized purposes to issue bonds to be designated "New Jersey Educational Facilities Authority Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable)" (the "Bonds") for the purpose of providing funds, together with other available funds, to finance the Project; and

WHEREAS, the repayment of the Bonds will be secured by this Agreement pursuant to which the Authority will lease the Project Facilities (as hereinafter defined) to the Public College; and

WHEREAS, the Authority desires to let the Project Facilities to the Public College and provide for the financing of the Project in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein reserved, mentioned and contained on the part of the Public College, its successors and assigns, to be paid, kept and performed, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Authority by these presents does lease, demise and let the Project Facilities to the Public College, and the Public College does hereby consent to said leasing and hereby takes the Project Facilities upon and subject to the conditions hereinafter expressed.

ARTICLE I

DEFINITIONS

SECTION 1.01 Definitions. The words and terms used in this Agreement shall have the same meanings as set forth in Section 1.01 of the Indenture, and unless the context shall otherwise require, the following words and terms as used in this Agreement shall mean:

"Additional Lease Payments" means the payments so designated and required to be made by the Public College pursuant to Section 4.06 hereof.

"Agreement" shall have the meaning set forth in the Recitals hereto.

"Annual Administrative Fee" means the annual fee for the general administrative services of the Authority including without limitation, the cost of attendance at Authority events, in an amount equal to 7/100 of 1% of the Outstanding aggregate principal amount of each series of Bonds to commence on the Closing Date.

"Applicable Environmental Laws" means (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. 9601 *et seq.* ("CERCLA"); (ii) the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. 6901 *et seq.* ("RCRA"); (iii) the New Jersey Industrial Site Recovery Act, as amended, N.J.S.A. 13:1K-6 *et seq.* ("ISRA"); (iv) the New Jersey Spill Compensation and Control Act, as amended, N.J.S.A. 58:10-23.11b *et seq.* ("Spill Act"); (v) the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21 *et seq.* ("UST"); (vi) the New Jersey Solid Waste Management Act, as amended, N.J.S.A. 13:1E-1 *et seq.*; (vii) the New Jersey Toxic Catastrophe Prevention Act, as amended, N.J.S.A. 13:1K-19 *et seq.*; (viii) the New Jersey Water Pollution Control Act, as amended, N.J.S.A. 58:10A-1 *et seq.*; (ix) the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*; (x) the New Jersey Air Pollution Control Act, as amended, N.J.S.A. 26:2C-1 *et seq.*; and (xi) any and all federal, regional, state, county and local laws, regulations, executive orders, rules, ordinances, codes, guidance, consent decrees, orders, judgments and directives pertaining to pollution or protection of the Environment (including laws, regulations and other requirements relating to Environmental Conditions and Releases or threatened Releases of Hazardous Substances into the Environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, Release, transport or handling of Hazardous Substances), as the same may be amended or supplemented from time to time. Any capitalized terms referred to in Section 5.11 hereof not otherwise defined herein which are defined in any Applicable Environmental Law shall have the meanings ascribed to such terms in said laws; provided, however, that if any of such laws are amended so as to

broaden any term defined therein, such broader meaning shall apply subsequent to the effective date of such amendment.

"Approvals" shall have the meaning ascribed thereto in Section 5.08 hereof.

"Authority" shall have the meaning set forth in the Recitals hereto.

"Basic Lease Payments" means an amount of money payable in accordance with this Agreement, as more fully provided for in Section 4.05 hereof.

"Basic Lease Payment Date" means (i) with respect to the Principal Portion of a Basic Lease Payment, December 20 and June 20 prior to any regularly scheduled Principal Payment Date or, if such date is not a Business Day, the Business Day next preceding such date, (ii) with respect to the Interest Portion of a Basic Lease Payment, December 20 and June 20, as applicable, prior to any regularly scheduled Interest Payment Date, (iii) with respect to Swap Payment Obligations and any Swap Termination Payments, two (2) Business Days prior to any payment dates therefor set forth in the Swap Agreement and (iv) with respect to a prepayment or acceleration, the date of payment of the Purchase Option Price or Mandatory Purchase Price, as the case may be.

"Bond Payment Obligations" means, for any period or payable at any time, the principal of (whether on an Interest Payment Date, at stated maturity, by acceleration or otherwise) and redemption premium, if any, and interest on the Bonds for that period or due and payable at that time as the case may be.

"Bond Year" means a period of twelve (12) consecutive months beginning on July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

"Bonds" shall have the meaning set forth in the Recitals hereto.

"Business Day" means a day other than a day (i) on which banks located in the City of New York, New York, the State of New Jersey, or the city in which the Principal Office of the Trustee is located, is required or authorized by law or executive order to close, and (ii) on which the New York Stock Exchange is closed.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement executed by and between the Public College and the Trustee, as dissemination agent, pertaining to the Bonds, as same may be amended or supplemented.

"Cost" of the Project shall include, together with any other proper item of cost not specifically mentioned herein, the cost of acquisition, construction, development and financing thereof, the cost of refunding Series 2013 A Bonds, the cost of refunding Series 2015 G Bonds, the cost of refunding Series 2016 Bonds, the Initial Fee, the cost of any indemnity and surety bonds and premiums for insurance during construction, administrative expenses of the Authority, legal fees, fees and expenses of the Trustee and the Escrow Agent and other fiduciaries, depositories, and paying agents, the costs of issuance of the Bonds by the Authority and fees and expenses of financial advisors, verification agents and consultants in connection therewith properly chargeable to the Project, the cost of insurance or other financial facility securing the

payment of the Bonds, the cost of audits, the cost of all machinery, apparatus and equipment, the cost of engineering and architectural services, plans, specifications and surveys, estimates of costs, the reimbursement of all moneys advanced or applied by the State, or any agency, instrumentality, commission or officer thereof, or otherwise, if required, for the payment of any item or items of cost of the Project, and all other expenses necessary or incidental to determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incident to the acquisition, construction and development of the Project, the financing thereof and the placing of the same in operation.

"Environment" means ambient air, surface water, groundwater, surface or subsurface soil or other geologic media, sediment and all plants and wildlife present therein or thereon.

"Environmental Conditions" means any environmental contamination or pollution or threatened contamination or pollution of, or the Release or threatened Release of Hazardous Substances into, the Environment.

"Financing Documents" means, collectively, the Indenture, the Resolution, this Agreement, any Swap Agreement, the Escrow Deposit Agreement, the Continuing Disclosure Agreement and the Tax Certificate.

"Governmental Authority" means any nation or government, any state, city, locality, municipality or political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any government authority, agency, department, board, commission or instrumentality, including, without limitation, the United States Environmental Protection Agency ("USEPA"), the New Jersey Department of Environmental Protection ("NJDEP") and all other federal, State, regional, county or local government authorities authorized or having jurisdiction to enforce Applicable Environmental Laws.

"Hazardous Substances" means and includes: (a) any "hazardous substance," "pollutant" or "contaminant" as defined in Applicable Environmental Laws, including without limitation CERCLA and the Spill Act; (b) any "hazardous waste" as such term is defined in Applicable Environmental Laws; (c) any substance containing "petroleum," as such term is defined in Section 9001(8) of RCRA, Section 6991 (8) of RCRA or in 40 C.F.R. Section 280.1; and (d) any substance, material or waste which is defined, listed or regulated under any Applicable Environmental Laws or with respect to which any Governmental Authority with jurisdiction over the Public College requires special handling in its generation, handling, use, collection, storage, treatment, disposal or Release.

"Indenture" means the Trust Indenture, dated as of July 1, 2020, by and between the Authority and the Trustee with respect to the Bonds.

"Initial Fee" means the per series fee paid or payable to the Authority for its services in connection with the issuance of the Bonds, calculated at the rate of 1/5 of 1% of the aggregate principal amount of each series of Bonds with a maximum initial fee of \$125,000 payable by the Public College on the Closing Date.

"Interest Payment Date" means the dates on which interest on the Bonds is required to be paid to the Holders thereof or the date of any redemption or acceleration of the Bonds.

"Interest Portion" means, with respect to Basic Lease Payments due on any regularly scheduled Basic Lease Payment Date, the interest on the Bonds due and owing on the immediately succeeding regularly scheduled Interest Payment Date thereof, less any credits thereto as contemplated by this Agreement.

"Losses" means all actions, suits, claims, liabilities, losses, damages, penalties, fines, fees, costs and expenses, including, without limitation, sampling, monitoring and remediation costs, natural resource damages, damages on account of personal injuries, death or property damages, attorneys', consultants' and engineering fees and disbursements, costs of defense and interest.

"Mandatory Purchase Price" shall have the meaning ascribed thereto in Section 4.08(c) hereof.

"Permitted Money Market Funds" means money market funds registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, including funds for which the Trustee, its parent, its affiliates or its subsidiaries provide investment advisory or other management services, and which are rated at least AA- by Fitch, or AA3 by Moody's, or AA- by S&P.

"Principal Payment Date" means the dates on which the principal of the Bonds is required to be paid to the Holders thereof as set forth in the Indenture or the date of any redemption or acceleration of the Bonds.

"Principal Portion" means, with respect to any Basic Lease Payments due on any regularly scheduled Basic Lease Payment Date, one half (1/2) of the principal of the Bonds due and owing on the immediately succeeding regularly scheduled Principal Payment Date thereof, less any credits thereto as contemplated by this Agreement.

"Prior Agreements" means, collectively, the Series 2013 A Agreement and the Series 2016 F/G Agreement.

"Prior Projects" means, collectively, the Series 1994 B Project, the Series 1996 A Project, the Series 1999 A Project, the Series 2002 D Project, the Series 2010 A/B Project and the Series 2013 A Project.

"Project" shall have the meaning set forth in the Recitals hereto, as it may be amended pursuant hereto.

"Project Facilities" means certain educational facilities comprising the Series 1994 B Project, the Series 1996 A Project, the Series 1999 A Project and the Series 2002 D Project, which were refinanced with the proceeds of the Series 2008 D Bonds and the Series 2015 G Bonds and a portion of which was refinanced with the proceeds of the Series 2016 Bonds; the Series 2010A/B Project, a portion of which was refinanced with the proceeds of the Series 2016 Bonds; and the Series 2013 A Project, all as generally described in Exhibit B of this Agreement,

which includes the Project Site, including any additions, improvements, modifications, substitutions and renewals thereof, and further includes other facilities and uses as are permitted by the Act and this Agreement.

"Project Fund" means the fund created and established by the Indenture, to be used for the purpose of paying the Costs of the Project.

"Project Site" means, collectively, certain real property upon which certain of the Project Facilities are located, as more fully described in Exhibit A hereto.

"Public College" shall have the meaning set forth in the Recitals hereto.

"Purchase Option Price" shall have the meaning ascribed thereto in Section 4.08(a) hereof.

"Rebatable Arbitrage" shall have the meaning ascribed thereto in the Tax Certificate.

"Release" means the intentional or unintentional spilling, leaking, disposing, discharging, emitting, depositing, injecting, leaching, escaping, release or threatened release, burial, pumping, pouring, emptying or dumping into the Environment.

"Remediate" or "Remediation" means (i) all investigations of Environmental Conditions of any kind or nature whatsoever, including site assessments, site investigations, remedial investigations, soil, groundwater, surface water, sediment sampling or monitoring, or (ii) actions of any kind or nature whatsoever taken to remove, abate or remediate Environmental Conditions, including the use, implementation, application, installation, operation or maintenance of removal actions, in-situ or ex-situ remediation technologies applied to surface or subsurface soils, encapsulation or stabilization of soils, excavation and off-site treatment or disposal of soils, systems for recovery and/or treatment of groundwater or free product, Engineering Controls or Institutional Controls (as such terms are defined under N.J.S.A. 58:10B-1 et seq.).

"Rental Pledge Account" shall have the meaning ascribed thereto in Section 4.04 hereof.

"Series 1994 B Project" means the construction and development of certain educational facilities of the Public College as originally financed by the Authority's Revenue Bonds, Trenton State College Issue, Series 1994 B, and as refinanced by the Series 1999 A Bonds, the Series 2008 D Bonds, the Series 2015 G Bonds and the Series 2016 Bonds, as more particularly described in Exhibit B hereto.

"Series 1996 A Project" means the construction and development of certain educational facilities of the Public College as originally financed by the Authority's Revenue Bonds, Trenton State College Issue, Series 1996 A, and as refinanced by the Series 1999 A Bonds, the Series 2008 D Bonds, the Series 2015 G Bonds and the Series 2016 Bonds, as more particularly described in Exhibit B hereto.

"Series 1999 A Bonds" means the Authority's Revenue Bonds, The College of New Jersey Issue, Series 1999 A.

"Series 1999 A Project" means the construction and development of certain educational facilities of the Public College as originally financed by the Series 1999 A Bonds, and as refinanced by the Series 2008 D Bonds, the Series 2015 G Bonds and the Series 2016 Bonds, as more particularly described in Exhibit B hereto.

"Series 2002 D Bonds" means the Authority's Revenue Bonds, The College of New Jersey Issue, Series 2002 D.

"Series 2002 D Project" means the construction and development of certain educational facilities of the Public College and an expansion of the Brower Student Center as originally financed by the Series 2002 D Bonds, and as refinanced by the Series 2008 D Bonds, the Series 2015 G Bonds and the Series 2016 Bonds, as more particularly described in Exhibit B hereto.

"Series 2008 D Agreement" means the Lease and Agreement, dated as of April 1, 2008, by and between the Authority and the Public College.

"Series 2008 D Bonds" means the Authority's Revenue Refunding Bonds, The College of New Jersey Issue, Series 2008 D.

"Series 2010 A/B Agreement" means the Lease and Agreement, dated as of January 1, 2010, by and between the Authority and the Public College.

"Series 2010 A/B Project" means the construction of certain educational facilities of the Public College, as refinanced by the Series 2016 Bonds, as more particularly described in Exhibit B hereto.

"Series 2010 B Bonds" means the Authority's Revenue Bonds, The College of New Jersey Issue, Series 2010 B (Build America Bonds – Direct Payment).

"Series 2013 A Agreement" means the Lease and Agreement, dated as of December 1, 2013, by and between the Authority and the Public College.

"Series 2013 A Bonds" shall have the meaning set forth in the Recitals hereto.

"Series 2013 A Project" means the construction of certain educational facilities of the Public College, as more particularly described in Exhibit B hereto.

"Series 2015 G Bonds" shall have the meaning set forth in the Recitals hereto.

"Series 2016 Bonds" shall have the meaning set forth in the Recitals hereto.

"Series 2016 F/G Agreement" means the Lease and Agreement, dated as of September 1, 2016, by and between the Authority and the Public College.

"State" means the State of New Jersey.

"Swap" or "Swap Agreement" means any agreement between the Authority and a Swap Provider, entered into on behalf of the Public College, confirming a transaction which is a rate swap transaction, basis swap, forward rate transaction, bond option, interest rate option, foreign exchange transaction, cap transaction, floor transaction, collar transaction, corridor transaction, currency swap transaction, cross-currency rate swap transaction, currency option or other similar transaction (including any option with respect to any of the foregoing transactions) or any combination of these transactions and any related agreement.

"Swap Payment Obligations" means all net amounts payable by the Authority under any Swap (excluding any Swap Termination Payment payable by the Authority).

"Swap Provider" means the Authority's counterparty under a Swap Agreement, which counterparty must be rated at least A-/A3 or better by S&P and Moody's, respectively.

"Swap Revenues" means all amounts received by the Authority or the Trustee pursuant to any Swap, including without limitation any Swap Termination Payment, whether such amounts are paid by the Authority or by the Swap Provider.

"Swap Termination Payment" means, with respect to any Swap, any settlement amount payable by the applicable Swap Provider or the Authority by reason or on account of the early termination of such Swap either in whole or in part.

"Tax Certificate" means, collectively, the Arbitrage and Tax Certificates executed and delivered by the Public College and the Authority at the time of issuance and delivery of the Bonds.

"Trustee" means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, with fiduciary and trust powers in the State, and its successors and any entity resulting from or surviving any consolidation or merger to which it or its successors may be a party, and any successor trustee at the time serving as successor trustee pursuant to the Indenture.

Words importing persons include firms, associations and corporations, and words importing the singular number include the plural number and vice versa.

ARTICLE II

THE PROJECT

SECTION 2.01 Payment of Costs.

It is hereby understood and agreed that the Cost of the Project shall be paid solely from the proceeds of the Bonds issued by the Authority in connection with such portion of the Project in accordance with the Indenture and the Resolution, and other funds made available to the Authority and provided for by the Public College by such purpose under the provisions of this Agreement, the Prior Agreements or the Resolution.

The Public College acknowledges that the disbursement of Bond proceeds for any Cost of the Project is subject to the requirements contained in the Indenture, including specifically Section 4.03 thereof.

SECTION 2.02 Use of the Project Facilities.

The Authority agrees that the Project Facilities are being, and the Public College agrees that said Project Facilities continue to be used by the Public College as educational facilities, as more fully described in Exhibit A and Exhibit B attached hereto, permitted under the Act and which, in the opinion of the Public College, are necessary, desirable and to the benefit and best interest of the Public College. The Public College further covenants and agrees, however, that at no time shall the Project Facilities, or any part thereof, be used or be allowed to be used for sectarian instruction or as a place for religious worship.

The Public College also covenants and agrees, to the extent it is able, to enforce and require to be enforced, for the term of this Agreement, reasonable rules and regulations governing the use of the Project Facilities and the operation thereof; that it will maintain and operate the Project Facilities in an efficient and economical manner; that it will at all times maintain the same in good repair and in sound operating condition and will make all necessary repairs, renewals and replacements; and that it will comply with all valid acts, rules and regulations, orders and directions of any legislative, executive, administrative or judicial body, applicable to the Public College and the Project Facilities.

The Public College covenants and agrees that it shall continue to use and/or continue to operate or cause the Project Facilities to be used for or operated as educational facilities constituting an authorized "Project" under the Act. The Public College's failure to comply with this covenant shall constitute an event of default under Article VII of this Agreement. The Authority reserves the right to request that the Public College, at its expense, deliver to the Authority the written opinion of nationally recognized bond counsel, acceptable to the Authority, to the effect that all or any portion of the Project Facilities are being used and/or operated as educational facilities constituting an authorized "Project" under the Act.

SECTION 2.03 Cost of the Project.

The Public College agrees that the proceeds of the sale of the Bonds to be issued by the Authority for the purpose of financing the Cost of the Project will be sufficient, together with investment earnings thereon and certain moneys to be made available for the Project by the Public College, if any, to pay such Cost of the Project.

The Public College hereby agrees that it will provide the difference, if any, between the proceeds from the sale of the Bonds and other available moneys and the actual amount required for the Cost of the Project pursuant to the above paragraph.

SECTION 2.04 Conveyance of Real Property.

The Authority and the Public College agree and acknowledge that the Public College has, prior to the delivery of the Bonds, conveyed to the Authority the real property described in Exhibit A attached hereto and referred to herein as the Project Site and included as part of the Project Facilities.

SECTION 2.05 Modification of Project Facilities and/or Project Site.

(a) The Public College may, at any time during the term of this Agreement, request that the Authority release all or a portion of the Project Facilities and/or Project Site from the terms of this Agreement (each, a "Property Release"). Subject to the provisions of this Section 2.05, the Authority, in consultation with Bond Counsel, may consider such request and may negotiate with the Public College regarding the terms and conditions of such proposed Property Release. Any such Property Release shall be at the sole discretion of the Authority, and the Authority may condition its approval upon such terms (in addition to the specific requirements set forth in this Section 2.05) as it may, in its sole discretion, deem appropriate.

(b) In all cases, the Public College shall certify to the Authority that (1) the portion of the Project Facilities and/or Project Site subject to the Property Release (the "Releasable Real Estate") is not necessary for the construction or completion of any portion of the Project Facilities, or for the continuing use of any of the remaining Project Facilities, (2) the overall value and utility of the Project Facilities and Project Site will not be materially reduced by the release of the Releasable Real Estate, and (3) the Project Facilities and Project Site to be subject to this Agreement immediately following the Property Release (the "Resulting Real Estate") shall, in their totality, constitute essential facilities of the Public College, and the Public College acknowledges and agrees that the full amount of Lease Payments payable under this Agreement shall remain payable by the Public College notwithstanding such Property Release. The above certification may take into account such additional real estate as the Public College may, with the consent of the Authority, choose to simultaneously add to the Project Facilities and/or Project Site, if deemed necessary and appropriate in order to offset, in whole or in part, the Property Release (such newly added real estate, the "Added Real Estate").

(c) If at the time of the proposed Property Release any tax-exempt Authority bonds (including, but not limited to, the Bonds) which financed or refinanced any costs of or relating to the Releasable Real Estate (the "Related Bonds") shall remain unpaid (which for purposes of this paragraph includes Bonds that have been economically or legally defeased, but have not yet been

actually paid to the holders thereof), then in addition to the requirements contained in paragraph (b) above, there shall be delivered to the Authority and the Trustee an Opinion of Bond Counsel to the effect that the Property Release and the addition of any Added Real Estate, if deemed necessary and appropriate, shall not, in and of itself, adversely affect the tax-exempt status of the Bonds or of any of the Related Bonds. If, in the Opinion of Bond Counsel, such Opinion of Bond Counsel cannot be issued without certain remedial actions having been taken (which may include, inter alia, the redemption and/or purchase of all or a portion of the Related Bonds, whether by the defeasance escrow, tender offer or otherwise), then the implementation of such remedial actions by the Public College shall be an additional condition to such Property Release.

(d) In order to effectuate any Property Release, the Authority and the Public College shall execute and deliver an amendment to this Agreement and shall cause such amendment (or an abstract thereof) to be recorded in the applicable real estate records. The Public College shall also obtain or cause to be obtained such consents (if any) as may be required by the terms of the Indenture, and shall file or cause to be filed such notices as may be required by the terms of the Continuing Disclosure Agreement or this Agreement. Upon completion of the above-referenced transactions, the "Project Facilities" and the "Project Site" shall thereafter be deemed to refer to the Resulting Real Estate (including any Added Real Estate), and the Releasable Real Estate shall no longer constitute part of the "Project Facilities" or the "Project Site". The Authority shall thereupon, at the request of the Public College, transfer all of its rights, title and interest in and to the Releasable Real Estate to the appropriate State entity by deed or deeds in form satisfactory to the Authority.

(e) The Public College agrees to bear all costs associated with any actual or proposed Property Release, including, but not limited to, all legal fees of the Authority, the Trustee and Bond Counsel. The Authority agrees that the scope of the Project may be modified, upon the mutual agreement of the Authority and the Public College, subsequent to the issuance of the Bonds.

ARTICLE III

THE BONDS

SECTION 3.01 Sale of the Bonds.

The Authority agrees to use its best efforts to sell, issue and deliver the Bonds. The proceeds of the Bonds shall be used to finance the Costs of the Project, all as more fully provided for in the Indenture.

SECTION 3.02 Official Statement.

The Public College agrees, whenever requested by the Authority, to provide and certify such information concerning the Public College, its operations and finances, and other matters the Authority considers necessary or advisable to enable the Authority to complete and publish (by print or electronically) a preliminary official statement or an official statement or statements relating to the Bonds, or to enable it to make any reports required by law, regulation, the Indenture or any Supplemental Indenture.

SECTION 3.03 Swap Agreement.

The Authority and the Public College acknowledge and agree that pursuant to the Indenture, the Authority may be authorized to enter into, on behalf of the Public College, one or more Swap Agreements with respect to the Bonds in order to manage its interest rate risk relating to the Bonds and that if such Swap Agreement is entered into, the Authority may owe moneys to the Swap Provider. The Public College agrees that as provided in Section 4.05 hereof, it shall be responsible for the payment of all amounts payable by the Authority in respect of any such Swap Agreement(s) including any Swap Termination Payment due with respect to such Swap Agreement(s) including, without limitation, any Swap Termination Payment caused by a redemption of the Bonds. All Swap Payment Obligations and Swap Termination Payments due to a Swap Provider shall be included in Basic Lease Payments due hereunder. The Authority and the Public College agree that no Swap Agreement entered into with respect to the Bonds may restrict the ability of the Authority to redeem the Bonds pursuant to any extraordinary optional redemption or optional redemption as set forth in the Indenture.

ARTICLE IV

OBLIGATIONS OF THE PUBLIC COLLEGE, TERM AND LEASE PAYMENTS

SECTION 4.01 Nature of the Obligation.

The obligations of the Public College under this Agreement shall be general obligations, payable from any legally available funds of the Public College, subject to the Prior Agreements.

SECTION 4.02 Site of the Project Facilities.

In addition to the terms, covenants and agreements contained herein, the Public College agrees that it will take, accept and rent the Project Facilities from the Authority subject to the following:

(a) all covenants, easements, encumbrances, subleases, licenses, defects of title, reservations, restrictions and conditions, if any, acceptable to the Authority affecting the whole or any part of the Project Site acquired by the Authority for the Prior Projects which exist at the time of closing of the Bonds, including (without limitation) the Prior Agreements; and

(b) all present and future federal, State, county or municipal laws, ordinances, regulations, orders, assessments and levies, if any, affecting all or any part of the Project Facilities or the use thereof.

SECTION 4.03 Term of Agreement.

The term of this Agreement shall continue until at least July 1, 20__, unless the Authority and the Public College shall sooner terminate this Agreement by mutual consent; provided, however, that the end of said term shall not be advanced nor shall this Agreement be terminated so long as the Authority shall have Outstanding and unpaid, without provision for such payment duly provided for, any of the Bonds issued for the purpose of providing moneys to pay the Cost of the Project, or any obligations under any Financing Documents.

SECTION 4.04 Special Fund.

To secure payment of the Basic Lease Payments and Additional Lease Payments hereunder, the Public College has caused to be created the "The College of New Jersey Rental Pledge Account" (the "Rental Pledge Account") to be maintained with the Trustee. For purposes of internal accounting, the Rental Pledge Account may contain one or more subaccounts, as the Authority or the Trustee may deem proper. The Public College covenants and agrees that it will deposit or cause to be deposited on June 1 and December 1 in each Bond Year (commencing December 1, 2020) into the applicable subaccounts (if any) in the Rental Pledge Account, the amounts set forth in Sections 4.05 and 4.06 hereof.

In the event that the balance remaining in the Rental Pledge Account on January 2 and July 2 of each Bond Year is in excess of the sums payable to the Trustee for or on account of the Authority in accordance with the Indenture, such balance shall be transferred by the Trustee to the Public College.

The moneys in the Rental Pledge Account may be invested at the direction of the Public College and with the approval of the Authority, in direct obligations of the United States of America, in obligations the principal of and interest of which are guaranteed by the United States of America, in Permitted Money Market Funds or in certificates of deposit or time deposits of banks or trust companies, including the Trustee, secured by the aforesaid obligations, provided, however, that moneys shall be available in the Rental Pledge Account in the appropriate amounts on each Basic Lease Payment Date to make the payments required by Sections 4.05 and 4.06 of this Agreement.

SECTION 4.05 Basic Lease Payments.

The Public College agrees to pay the Basic Lease Payments for the use and occupancy of the Project Facilities from any legally available funds of the Public College, subject to the Prior Agreements.

The Public College agrees to pay from any legally available funds of the Public College "Basic Lease Payments" in an amount sufficient to enable the Trustee to make the transfers and deposits required at the times and in the amounts pursuant to Sections 4.07 and 4.08 of the Indenture (including without limitation all Swap Payment Obligations, if any, and Swap Termination Payments, if any). Each payment shall be made in immediately available funds.

The Principal Portion of Basic Lease Payments shall be due on each Basic Lease Payment Date in the amount of one half (1/2) of the principal due and payable on the Bonds (a) on the immediately succeeding Principal Payment Date, with respect to regularly scheduled Principal Payment Dates, and (b) on the Principal Payment Date that coincides with the Basic Lease Payment Date, in the case of redemption or acceleration of the Bonds.

The Interest Portion of Basic Lease Payments shall be due on each Basic Lease Payment Date in the amount of interest due and payable on the Bonds (a) on the immediately succeeding Interest Payment Date, with respect to regularly scheduled Interest Payment Dates, and (b) on the Interest Payment Date that coincides with the Basic Lease Payment Date, in the case of redemption or acceleration of the Bonds.

Notwithstanding the foregoing, the Public College agrees to make payments, or cause payments to be made, at the times and in the amounts required to be paid as principal or redemption price of and interest on the Bonds from time to time Outstanding under the Indenture and other amounts required to be paid under the Indenture, as the same shall become due whether at maturity, upon redemption, by declaration of acceleration or otherwise.

Except as otherwise expressly provided herein, all amounts payable hereunder by the Public College to the Authority shall be paid to the Trustee or other parties entitled thereto as assignee of the Authority and this Agreement and all right, title and interest of the Authority in any such payments are hereby assigned and pledged to the Trustee or other parties entitled thereto as assignee of the Authority so long as any Bonds remain Outstanding.

Notwithstanding anything to the contrary contained herein, the Public College covenants and agrees that it will pay the Basic Lease Payments at such times and in such amounts as to assure that the Authority will not be in default in the payment of the principal of, and interest on the Bonds, or any Swap Payment Obligations and Swap Termination Payments under any Swap Agreement, and nothing herein shall be deemed to modify the date on which any payment obligation becomes payable under any Swap Agreement or the consequences following from the nonpayment of any such obligation.

Unless otherwise provided in any Swap Agreement, on each Basic Lease Payment Date with respect to any Swap Payment Obligations and any Swap Termination Payments required to be made by the Authority pursuant to the Swap Agreement, the Public College shall pay such amount to the Trustee for deposit pursuant to Section 4.07 of the Indenture.

SECTION 4.06 Additional Lease Payments.

In addition to Basic Lease Payments, the Public College shall also pay to the Authority, the Trustee, or the Swap Provider (if any), as the case may be, "Additional Lease Payments," as follows:

(a) All taxes and assessments of any type or character charged to the Authority or to the Trustee affecting the amount available to the Authority or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or Governmental Authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Public College shall have the right to protest any such taxes or assessments and to require the Authority or the Trustee, at the Public College's expense, to protest and contest any such taxes or assessments levied upon them and that the Public College shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Authority or the Trustee;

(b) All reasonable fees, charges, expenses and indemnities of the Authority, the Trustee and the Swap Provider (if any) hereunder, under the Indenture and under the Swap Agreement, if any, as and when the same become due and payable;

(c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under this Agreement or the Indenture;

(d) The Annual Administrative Fee of the Authority and any other expenditures for insurance, fees and expenses of auditing, and fees and expenses as required by the Indenture and not otherwise paid or provided for by the Public College and all other expenditures reasonably and necessarily incurred by the Authority by reason of the ownership, financing and leasing of the Project Facilities and the financing of the Project, including, without limitation, performance under the Indenture, expenses incurred by the Authority to compel full and punctual performance of all of the provisions of this Agreement in accordance with the terms hereof; and

(e) All other reasonable and necessary fees and expenses attributable to the Bonds and this Agreement, including without limitation all payments required pursuant to the Tax Certificate (including payments of all amounts required to be deposited in the Rebate Fund and any fees of the Authority in connection with any rebate calculations performed or caused to be performed by the Authority).

Such Additional Lease Payments shall be billed to the Public College by the Authority, the Trustee or the Swap Provider (if any) from time to time, together with a statement certifying that the amount billed has been incurred or paid for one or more of the above items. After such a demand, amounts so billed shall be paid by the Public College within thirty (30) days after receipt of the bill by the Public College. Payment of the Annual Administrative Fee (or ratable portion thereof) shall be made in the Bond Year ending June 30, 2021 and in each Bond Year thereafter.

Payments required to be made under this Section 4.06 shall be made in legally available funds to the Trustee unless otherwise directed in an agreement (including, but not limited to, any Swap Agreement) pursuant to which such payments are required.

SECTION 4.07 Credits for Payments.

The Public College shall receive credit against its payments required to be made under Section 4.05 hereof, in addition to any credits resulting from payment or repayment from other sources as set forth below, on the portion of Basic Lease Payments allocable to interest in an amount equal to moneys on deposit in the applicable subaccount (if any) in the Rental Pledge Account, which amounts available to pay interest on the Bonds, to the extent such amounts have not previously been credited against such payments. The Public College may, in the Authority's sole discretion, receive credit against its payments required to be made under Section 4.05 hereof, in addition to any credits resulting from payment or repayment from other sources, as follows:

(a) (1) on the portion of Basic Lease Payments allocable to interest in an amount equal to moneys on deposit in the Debt Service Fund, which amounts are available to pay interest on the Bonds, to the extent such amounts have not previously been credited against such payments; and (2) on the portion of Basic Lease Payments allocable to Swap Payment Obligations and Swap Termination Payments, if any, an amount equal to moneys deposited in the Debt Service Fund, which amounts are available to pay Swap Payment Obligations and Swap Termination Payments to the extent such amounts have not previously been credited against or are required to make payment of interest on the Bonds;

(b) On the portion of Basic Lease Payments allocable to installments of principal in an amount equal to moneys deposited in the Debt Service Fund, which amounts are available to pay principal of the Bonds, to the extent such amounts have not previously been credited against such payments;

(c) On the portion of Basic Lease Payments installments of principal and interest in an amount equal to the principal amount of Bonds for the payment at maturity or redemption of which sufficient amounts (as determined by Section 11.01 of the Indenture) in cash or Government Obligations are on deposit as provided in Section 11.01 of the Indenture to the extent such amounts have not previously been credited against such payments, and the interest on such Bonds from and after the date fixed for payment at maturity or redemption thereof. Such credits shall be made against the installments of principal and interest which would have been used, but for such call for redemption, to pay principal of and interest on such Bonds when due; and

(d) On the portion of Basic Lease Payments allocable to installments of principal and interest in an amount equal to the principal amount of Bonds acquired by the Public College and surrendered to the Trustee for cancellation or purchased by the Trustee on behalf of the Public College and canceled, and the interest on such Bonds from and after the date interest thereon has been paid prior to cancellation. Such credits shall be made against the installments of principal and interest which would have been used, but for such cancellation, to pay principal of and interest on such Bonds when due.

SECTION 4.08 Prepayment.

(a) The Public College shall have the right, so long as all amounts which have become due hereunder have been paid, at any time or from time to time, to prepay all or any part of the Basic Lease Payments and the Authority agrees that the Trustee shall accept such prepayments when the same are tendered. Any partial prepayment shall not affect the Authority's right, title and interest in and to the Project Facilities, but shall be credited to the Principal Portion of Basic Lease Payments due from the Public College as determined by the Authority. The Public College is further hereby granted the option to prepay and purchase all of the Authority's right, title and interest in and to the Project Facilities in whole, at the time set forth in Section 4.08(b) hereof, by paying to the Trustee the "Purchase Option Price", which for any date of calculation shall be the sum of (i) the aggregate amount of unpaid principal of the Bonds to their redemption date under the terms of the Indenture and as set forth in the Public College's notice to the Trustee of such prepayment, (ii) any interest accrued on the Bonds from the last Interest Payment Date thereof on which interest thereon was paid to the final maturity date set forth in clause (i) above, (iii) the redemption premium, if any, applicable to the payment of the Bonds on the maturity date set forth in clause (i) above, and (iv) any costs of redemption or defeasance or other expenses incurred by any party to the Financing Documents in implementing such prepayment. The Purchase Option Price shall be deposited upon receipt by the Trustee in the Debt Service Fund (or in such other Trustee escrow account as may be specified by the Public College) and, at the request of and as determined by the Public College, credited against payments due hereunder or used for the redemption or purchase of Outstanding Bonds in the manner and subject to the terms and conditions set forth in the Indenture. Notwithstanding any such prepayment, as long as any Bonds remain Outstanding or any

Additional Lease Payments required to be made hereunder remain unpaid or any Swap Agreement remains outstanding, the Public College shall not be relieved of its obligations hereunder.

(b) Said option may be exercised by the Public College at any time by (i) giving written notice to the Trustee and the Authority of the exercise of such option at least sixty (60) days prior to the final maturity date set forth in such notice, and (ii) complying with any other requirements of Article XI of the Indenture that may be required by the Trustee or the Authority to defease the Bonds in accordance with the terms of the Indenture, including, without limitation, a verification report from a nationally recognized accounting firm approved by the Authority to the effect that the amount so prepaid will equal the Purchase Option Price (for a full prepayment) and will therefore be sufficient to defease the Bonds (in whole or in part, as the case may be) by paying all of the principal thereof and redemption premium, if any, thereon through and including the final maturity thereof, plus all interest accruing thereon to such final maturity date. Such option shall be exercised by depositing with said notice cash and/or Government Obligations described in clause (a) or clause (b) of the definition thereof in such amount as shall be sufficient, together with interest to accrue thereon, to pay the Bonds to be defeased on said redemption date.

(c) The Public College shall also have the right at any time or from time to time to prepay all or any part of the Basic Lease Payments from moneys derived from condemnation awards or the proceeds of hazard insurance relating to the Project Facilities of the Public College, and the Authority agrees that the Trustee shall accept such prepayments when the same are tendered. Upon the acceleration of the Bonds, the Public College shall forthwith prepay and purchase all of the Project Facilities by paying to the Trustee, immediately upon receipt of notice of such acceleration, the "Mandatory Purchase Price", which for any date of calculation shall be the sum of (i) the aggregate amount of the unpaid principal of the Bonds, (ii) any interest accrued on the Bonds from the last Interest Payment Date thereof on which interest thereon was paid to the date that the amount in clause (i) above has been paid in full, and (iii) any costs of acceleration. The Mandatory Purchase Price shall be deposited upon receipt by the Trustee in the Debt Service Fund (or in such other Trustee escrow account as may be specified by the Public College) and used for the redemption or purchase of Outstanding Bonds in the manner and subject to the terms and conditions set forth in the Indenture. Notwithstanding any such prepayment or surrender of Bonds, as long as any Bonds remain Outstanding or any Additional Lease Payments required to be made hereunder remain unpaid or any Swap Payment Obligations or Swap Termination Payments remain unpaid or the Swap Agreement remains outstanding, the Public College shall not be relieved of its obligations hereunder.

Notwithstanding anything herein to the contrary, the application of insurance proceeds or condemnation awards as set forth in this Section 4.08 or elsewhere in this Agreement with respect to the Project Facilities is subject to the terms of the Prior Agreements.

SECTION 4.09 Obligations Unconditional.

The obligations of the Public College hereunder are absolute and unconditional, notwithstanding any other provision of this Agreement or the Indenture. Until this Agreement is terminated and all payments hereunder are made, the Public College:

(a) will pay all amounts required hereunder without abatement, deduction or setoff except as otherwise expressly provided in this Agreement;

(b) will not suspend or discontinue any payments due hereunder for any reason whatsoever, including, without limitation, any right of setoff or counterclaim;

(c) will perform and observe all its other agreements contained in this Agreement; and

(d) except as provided herein, will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, damage, destruction or condemnation of the Project Facilities financed or refinanced with the proceeds of the Bonds or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State, or any political subdivision of either thereof or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Nothing contained in this Section 4.09 shall be construed to release the Authority from the performance of any of the agreements on its part contained herein, and in the event the Authority should fail to perform any such agreement on its part, the Public College may institute such action against the Authority as the Public College may deem necessary to compel performance.

The rights of the Trustee or any party or parties on behalf of whom the Trustee is acting shall not be subject to any defense, setoff, counterclaim or recoupment whatsoever, whether arising out of any breach of any duty or obligation of the Authority or the Trustee owing to the Public College, or by reason of any other indebtedness or liability at any time owing by the Authority or the Trustee to the Public College.

The obligations of the Public College to make payments required under this Agreement shall be absolute and unconditional without defense or set-off for any reason whatsoever, it being the intention of the parties that the payments required of the Public College under this Agreement will be paid in full when due without any credit, delay or diminution whatsoever. The Public College hereby agrees that it will take all budgetary actions necessary to enable it to make all required payments under this Agreement.

ARTICLE V

COVENANTS OF THE PUBLIC COLLEGE

SECTION 5.01 Liens and Encumbrances.

The Public College covenants and agrees that the Project Facilities shall be free and clear of all liens and encumbrances which would materially affect the value or usefulness of the Project Site for the continued use thereof.

SECTION 5.02 Additions.

All buildings and improvements heretofore erected or constructed upon the Project Site and all buildings, improvements, fixtures, machinery and equipment installed or placed thereon by the Authority or the Public College have become a part of the realty of the Project Facilities. Any moveable equipment for the Project Facilities, to the extent it does not become realty, shall nevertheless be deemed to be a part of the Project Site.

SECTION 5.03 Repairs.

The Public College covenants that it shall at all times continue to maintain, preserve and keep the Project Facilities, with the appurtenances and every part and parcel thereof, in good repair, working order and condition.

SECTION 5.04 Utilities.

The Public College agrees to pay, or cause to be paid, all charges for gas, electricity, light, water, sewer, heat or power, telephone or other communication service, or any other service used, rendered or supplied upon or in connection with the Project Facilities during the term of this Agreement and to protect the Authority and save it harmless against any liability or damages on such account. At all times during the use and occupancy of the Project Facilities, the Public College shall also at its sole cost and expense procure any and all necessary permits, licenses or other authorizations thereafter required for the lawful and proper construction, installation, operation and maintenance of the Project Facilities of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Project Facilities.

SECTION 5.05 Insurance.

The Public College shall, at the times specified in the following subparagraphs, procure and maintain or cause to be procured and maintained, to the extent reasonably obtainable in the opinion of the Authority, the following insurance:

(a) At all times, Special Form perils insurance, or current equivalent, with a deductible clause in an amount not to exceed one hundred thousand dollars (\$100,000) or such other deductible provisions as are approved in writing by an Authorized Officer of the Authority (the "Deductible Amount"), on the plant, structure, machinery, equipment and apparatus comprising the Project Facilities, plus Boiler and Machinery coverage, and Flood Insurance if

the Project Facilities are located within a Special Flood Hazard Area, each with deductible clauses and coverage sub-limits acceptable to an Authorized Officer of the Authority. Coverage for Contingent Liability From Operation of Building Laws shall be included, and an Agreed Amount Endorsement shall be attached to the policy. The foregoing insurance shall be maintained as long as any of the obligations of the Authority issued with respect to the Project are outstanding and shall be in an amount not less than one hundred per centum (100%) of the current estimated replacement value thereof, exclusive of excavations and foundations, or such other amount as may be approved in writing by an Authorized Officer of the Authority. The inclusion of the Project Facilities under a blanket insurance policy or policies of such Public College insuring against the above hazards shall be complete compliance with the provisions of this subparagraph. Any such policy shall provide that the insurance company shall give at least sixty (60) days' notice in writing to the Authority of the cancellation or non-renewal of the policy, except in the event of nonpayment of premiums, in which case ten (10) days' notice, or current industry standard notice, shall be provided; provided, however, notwithstanding the foregoing, in the event that the insurance company is no longer required by law to provide such notices to the Authority, the Public College shall at all times give the Authority notice in writing within two (2) Business Days of receipt of notice from the insurer of any cancellation or non-renewal of the policy. In any event each such policy shall be in an amount sufficient to prevent such Public College and the Authority from becoming co-insurers under the applicable terms of such policy. In the event that such Public College or the Authority is unable to procure insurance with a loss deductible clause of not exceeding the Deductible Amount, the deposit with the Trustee on behalf of the Authority or the setting aside in a special fund of obligations of or guaranteed by the United States of America or moneys at least equal to the difference between the Deductible Amount and the amount deductible on such policy or policies shall be deemed to be complete compliance with the provisions of this subparagraph establishing a Deductible Amount;

(b) At all times, workmen's compensation insurance, disability benefits insurance and each other form of employee insurance covering Loss resulting from injury, sickness, disability or death of employees which the Authority or such Public College is required by law to provide;

(c) At all times, insurance protecting the Authority and such Public College against Loss or Losses from liabilities imposed by law or assumed in any insured written contract and arising from bodily injury of persons or damage to the property of others caused by accident or occurrence, with limits of not less than one million dollars (\$1,000,000) combined single limit for bodily injury and property damage. The Public College's coverage status under the State Tort Claims Act may, in the sole judgment of an Authorized Officer of the Authority, be deemed to be compliance with the requirements of this subparagraph with respect to the Public College;

(d) Fidelity insurance, in such amounts and under such terms as shall be determined by an Authorized Officer of the Authority with due regard to each of the Public College's funds and accounts; and

(e) In the event that the Authority shall re-enter the Project Facilities, the Authority may, at its sole option, maintain business income insurance, or the current equivalent, on the Project Facilities, covering the loss of revenues attributable to the Project Facilities by reason of

necessary interruption, total or partial, in the use of the Project Facilities, resulting from direct physical loss or damage thereto from causes customarily insured.

If any of such insurance provided for in paragraphs (a), (b) and (c) of this Section 5.05 is under a blanket insurance policy or policies of the Public College, then the Public College shall deliver to the Authority in lieu of the original policy or policies a Certificate thereof, and such delivery shall be complete compliance with the provisions of this paragraph.

The proceeds of all such property insurance (i) may be applied or cause to be applied by the Authority, in consultation with the Public College, to the repair and replacement of the damaged portions of the Project Facilities, (ii) may be deposited by the Authority with the Trustee for payment into the Debt Service Fund, relating to the applicable Prior Project, accompanied by a certificate of an Authorized Officer of the Authority stating that such deposit is being made pursuant to this Section 5.05, or (iii) if there is substantial damage to the Project Facilities rendering such Prior Project, in the opinion of the Authority, unsuitable for use for its intended purposes, deposited by the Authority, with the consent of the Public College, in the Debt Service Fund to be applied to the "extraordinary optional redemption" of the Bonds as provided in the Indenture. The proceeds of any business income insurance policies shall be deposited by the Authority with the Trustee for payment into the Debt Service Fund under the Indenture accompanied by a certificate of an Authorized Officer of the Authority stating that such deposit is being made pursuant to this Section 5.05.

All policies of insurance shall be payable to the Public College for which the Project has been provided and the Authority as their interests may appear. The Authority shall have the sole right to receive, for the purposes of this Agreement, the proceeds of such policy or policies affecting the Project Facilities and receipt for claims thereunder.

All insurance prescribed by this Section 5.05 shall be procured from financially sound and reputable insurers qualified to do business in the State or insurers approved in writing by an Authorized Officer of the Authority. The policies shall be open to inspection by the Authority, the Swap Provider and the Trustee at all reasonable times, and a list prepared as of June 30 of each year describing such policies shall be furnished by the Authority to the Trustee annually within sixty (60) days after the beginning of each Bond Year, together with a certificate of an Authorized Officer of the Authority certifying that such insurance meets all the requirements of this Agreement. The Trustee shall have no responsibility with respect to any such insurance except to receive such Certificates and hold the same for inspection by any Bondholders.

Nothing in this Section 5.05 shall be deemed to limit the Public College from obtaining insurance in excess of the requirements set forth herein.

Notwithstanding anything herein to the contrary, the application of insurance proceeds as set forth in this Section 5.05 or elsewhere in this Agreement with respect to the Project Facilities is subject to the terms of the Prior Agreements.

SECTION 5.06 Compliance with Laws and Regulations.

The Public College agrees that throughout the term of this Agreement, at the Public College's sole cost and expense, it will promptly comply with (or cause to be complied with) all laws and ordinances and the orders, rules, regulations and requirements of all federal, State and local governments and agencies and departments thereof which are applicable to the Public College and the Project Facilities, or, and whether or not the same requires structural repairs and alterations, which may be applicable to the Project Facilities, the fixtures or equipment thereof, or the sidewalks and curbs adjoining the Project Facilities, or the use or manner of use of the Project Facilities. The Public College will also observe and comply with (or cause to be observed and complied with) the requirements of all policies and arrangements of insurance at any time in force with respect to the Project Facilities and the fixtures and equipment thereof.

SECTION 5.07 Alterations and Additions to Project Facilities.

The Public College shall have the right at any time and from time to time during the term of this Agreement, with the approval of the Authority, to make such changes, alterations and additions, structural or otherwise, to the Project Facilities, and the fixtures and equipment thereof, now or hereafter on or at the Project Facilities, as they shall deem necessary or desirable in connection with the use of the Project Facilities. All such changes, alterations and additions when completed shall be of such a character as not to reduce or otherwise adversely affect the value of the Project Facilities or the rental value thereof. Any Authorized Officer of the Authority may, on behalf of the Authority, consent to any such changes, alterations or additions upon receipt of such documentation and assurance from the Public College as such Authorized Officer deems appropriate. The cost of any such change, alteration or addition shall be promptly paid and discharged by the Public College, so that the Project Facilities shall at all times be free of liens for labor and materials supplied to the Project Facilities. All alterations, additions and improvements to the Project Facilities shall be and become a part of the Project Site.

SECTION 5.08 Permits and Approvals.

The Public College agrees that it will obtain all consents, authorizations and permits from municipal, county and State entities for the construction, use, occupancy and operation of the Project Facilities (collectively, the "Approvals"). The Public College will also observe and comply with the Approvals throughout the term of this Agreement. The Public College agrees that it shall remain obligated under the terms of this Agreement irrespective of whether all Approvals are granted.

SECTION 5.09 Future Liens.

The Public College covenants to keep the Project Facilities, and the fixtures and equipment constituting part thereof, at all times during the term of this Agreement, free and clear of mechanics' liens and other liens of like nature, and the Public College shall at all times duly protect the Authority against any and all attorneys' fees, costs and expenses which may accrue, grow out of or be incurred by reason of or on account of any such liens or claims.

SECTION 5.10 Covenants Against Waste.

The Public College covenants not to do or suffer or permit any waste or damage to the Project Facilities or any building or improvement now or hereafter constituting the Project Facilities or any fixture or equipment constituting part thereof.

SECTION 5.11 Affirmative and Negative Environmental Covenants.

(a) The Public College shall obtain all permits, licenses and other authorizations required under Applicable Environmental Laws with respect to the construction, use, occupancy and operation of the Project Facilities.

(b) As of the date hereof, neither the Public College nor any of the Project Facilities is in violation of any Applicable Environmental Laws or subject to any existing, pending or, to the knowledge of the Public College (after due inquiry), threatened investigation or inquiry by any Governmental Authority pursuant to any Applicable Environmental Laws.

(c) To the knowledge of the Public College after due inquiry, the activities, properties and assets of the Public College, including the Project Facilities, are in substantial and material compliance with all terms and conditions of all required permits, licenses and authorizations, and are in substantial and material compliance with all limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules and timetables contained in Applicable Environmental Laws. Except as otherwise disclosed in Schedule 5.11 hereof, there are no past or present events, conditions, including without limitation Environmental Conditions, circumstances, activities, practices, incidents, actions or plans which may (i) interfere with or prevent continued substantial and material compliance on the part of the Public College with Applicable Environmental Laws; (ii) give rise to any liability on the part of the Public College under Applicable Environmental Laws; or (iii) otherwise form the basis of any claim, action, suit, proceeding, request or demand for information or investigation against the Public College based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of, or the Release or threatened Release into the Environment of, any Hazardous Substances. The Public College shall not cause or permit any of the Project Facilities to be in violation of, nor shall the Public College by act or omission cause or permit any of the Project Facilities to be subject to any Remediation obligations, under Applicable Environmental Laws. The Public College shall promptly notify the Authority in writing of any existing, pending or, to the knowledge of the Public College (after due inquiry), threatened investigation or inquiry by any Governmental Authority pursuant to or under any Applicable Environmental Laws relating to any of the Project Facilities.

(d) The Public College covenants that it will not install or cause to be installed in, on or at any of the Project Facilities any materials containing any Hazardous Substances, including without limitation any asbestos containing materials, except in compliance with Applicable Environmental Laws. In the event any such materials are found to be present in, on or at any of the Project Facilities (to the extent installed therein or permitted to be installed therein by the Public College), the Public College shall, promptly upon discovery and at its sole cost and expense, Remediate such materials in accordance with the requirements of law, including

without limitation Applicable Environmental Laws, and shall have such Remediation performed by licensed and qualified environmental engineering firms, contractors and consultants.

(e) The Public College has taken all steps necessary (including without limitation all actions necessary to meet the "all appropriate inquiry" standard set forth in N.J.S.A. 58:10-23.11g, as amended) to determine, and has determined, that there are no Environmental Conditions on, at, under or emanating from any of the Project Facilities except as disclosed in Schedule 5.11 hereof. The use which the Public College makes and intends to make of the Project Facilities shall not result in the Release of any Hazardous Substance on, at, under or emanating from any of the Project Facilities.

(f) The Public College has not received any communication, written or oral, from any Governmental Authority, including without limitation the NJDEP or the USEPA, concerning any intentional or unintentional action or omission on the Public College's part resulting in the Release of any Hazardous Substances on, at, under or emanating from any of the Project Facilities, except as disclosed in Schedule 5.11 hereof.

(g) None of the Project Facilities has been used in the past, or is now being used, as a Major Facility (as such term is defined in N.J.S.A. 58:10-23.11b) and the Public College shall not use any of the Project Facilities as a Major Facility in the future without the prior express written consent of an Authorized Officer of the Authority, which consent may be given or withheld at the Authority's sole discretion. If any of the Project Facilities is determined to be a Major Facility in the State, then the Public College shall furnish the NJDEP with all the information required by N.J.S.A. 58:10-23.11d1 to -23.11d15, and shall duly file with the Director of the Division of Taxation in the State Department of the Treasury a tax report or return, and shall pay all taxes due therewith, in accordance with N.J.S.A. 58:10-23.11h.

(h) The Public College shall not conduct or cause or permit to be conducted on or at any of the Project Facilities any activity, use or operation which constitutes an "Industrial Establishment" (as such term is defined under ISRA), without the prior express written consent an Authorized Officer of the Authority, which consent may be given or withheld at the Authority's sole discretion. In the event the provisions of ISRA become applicable to any of the Project Facilities subsequent to the date hereof, the Public College shall give prompt written notice thereof to the Authority and the Public College shall take all requisite action, including the performance of Remediation, to ensure full compliance with ISRA. The Public College shall promptly deliver to the Authority copies of all correspondence, notices, reports, work-plans, laboratory and field data and all other submissions that the Public College generates, or sends to or receives from the NJDEP, in connection with such ISRA compliance.

(i) No lien has been attached to any revenue or any personal property owned by the Public College and located in the State, including, without limitation, any of the Project Facilities, as a result of (i) the Administrator of the State Spill Compensation Fund expending moneys from said fund to pay for Damages and/or Cleanup and Removal Costs; or (ii) the Administrator of the United States Environmental Protection Agency expending moneys from the Hazardous Substance Superfund for Damages and/or Response Action Costs. In the event any such lien has been filed, then the Public College shall, within thirty (30) days from the date the Public College is given such notice of such lien (or within such shorter period of time in the

event the State or the United States has commenced steps to have any of the Project Facilities sold), either: (i) pay the claim and remove the lien from the Project Facilities; or (ii) furnish (a) a bond satisfactory to the Authority in the amount of the claim out of which the lien arises, (b) a cash deposit in the amount of the claim out of which the lien arises, or (c) other security satisfactory to the Authority in an amount sufficient to discharge the claim out of which the lien arises.

(j) During the term of this Agreement, the Public College shall take all steps necessary to determine whether any Hazardous Substances have been Released on, at, under or emanating from any of the Project Facilities and the Public College shall promptly upon discovery Remediate such Release in accordance with the requirements of Applicable Environmental Laws. Without in any way limiting the generality of the foregoing, in the event the Public College performs any Remediation at any of the Project Facilities pursuant to this Section 5.11, the Public College agrees to:

- (i) perform and cause all consultants and contractors retained by the Public College to perform all such Remediation in a workmanlike manner and consistent with all Applicable Environmental Laws;
- (ii) comply with all Applicable Environmental Laws in connection with the implementation of such Remediation at the Project Facilities and obtain all permits, authorizations and consents required under Applicable Environmental Laws or by any Governmental Authority in order to implement such Remediation at the Project Facilities;
- (iii) select and propose to the Governmental Authority Remediation that shall not interfere with the current use of any of the Project Facilities or the operations currently conducted by the Public College nor interfere with, preclude or prevent the future use of any of the Project Facilities for the same use or any use similar to the current use of the Project Facilities. Without in any way limiting the generality of the foregoing, the Public College shall not select, propose or use at any of the Project Facilities any Engineering Controls or Institutional Controls (as such terms are defined under N.J.S.A. 58:10B-1 et seq.), or any remediation standards applicable to non-residential properties, without the prior written consent an Authorized Officer of the Authority, which consent shall not be unreasonably withheld;
- (iv) promptly upon the completion of the Remediation, restore the Project Facilities to substantially the same condition they were in prior to the performance of the Remediation;
- (v) provide the Authority with copies of all documents that the Public College (a) submits to any Governmental Authority in connection with the Project Facilities at the same time the Public College submits such documents to the Governmental Authority, and (b) receives from any Governmental

Authority in connection with the Project Facilities within three (3) Business Days of the Public College's receipt of same; and

- (vi) obtain and provide to the Authority a No Further Action Letter/Covenant Not to Sue issued by the NJDEP pursuant to N.J.S.A. 58:10B-13.1 or, if the Remediation is under the supervision of a Governmental Authority other than the NJDEP, obtain a comparable determination from such other Governmental Authority.

SECTION 5.12 Municipal Property Taxes.

The Public College agrees to pay, or cause to be paid, any and all local municipal assessments for property taxes, including farmland rollback assessments, directly related to the Project Facilities. The Public College, if applicable, shall provide the Authority with copies of all applications for exemption from municipal property taxes filed with the local municipality.

SECTION 5.13 Compliance with Prevailing Wage Act.

In connection with the Project Facilities, the Public College hereby acknowledges that the provisions of N.J.S.A. 18A:72A-5.1 to -5.4 relating to the payment of the prevailing wage rate determined by the Commissioner of the State Department of Labor and Workforce Development pursuant to the Prevailing Wage Act (N.J.S.A. 34:11-56.25 *et seq.*) and N.J.S.A. 34:11-56.48 *et seq.* relating to the Public Works Contractor Registration Act apply to construction and rehabilitation taken in connection with Authority financial assistance and the Public College covenants to comply with such provisions.

SECTION 5.14 P.L. 2005, c. 92.

In accordance with P.L. 2005, c. 92, the Public College covenants and agrees that all services performed under this Agreement shall be performed within the United States of America.

SECTION 5.15 Consent to Authority's Use of Photographs and Videos.

The Public College agrees that the Authority may use photographs or videos taken on the Public College's campus (whether taken by the Authority or other person) on the Authority's website and in the Authority's newsletters, reports or other publications or materials (including PowerPoint presentations) in connection with the Authority's operations.

ARTICLE VI

CHARACTER OF AGREEMENT

SECTION 6.01 Net Lease.

It is mutually agreed by the parties hereto that this is a net lease and notwithstanding any language herein to the contrary, it is intended, and the Public College expressly covenants and agrees, that all rentals and other payments herein required to be made by the Public College to the Authority shall be net payments to the Authority, meaning that the Authority is not and shall not be required to expend any money or do any acts or take any steps affecting or with respect to the maintenance, preservation, repair, restoration, reconstruction, or protection of the Project Site or the Project Facilities or any part thereof.

ARTICLE VII

RIGHTS ON DEFAULT

SECTION 7.01 Entry.

The Authority and the Public College agree that, if an Event of Default (as hereinafter defined) occurs and is continuing, the Authority shall have the right to and may enter the Project Facilities without being liable for any prosecution or damages therefor, and may relet the Project Facilities for such term of years, which may exceed the term of this Agreement, and receive the rent therefor, upon such terms as shall be satisfactory to the Authority. Such entry by the Authority shall not relieve the Public College of its obligations under this Agreement nor operate to release the Public College from any Basic Lease Payments to be paid or covenants to be performed under this Agreement during the full term of this Agreement. For the purpose of reletting, the Authority shall be authorized to make such repairs or alterations in or to the Project Facilities as it may deem necessary to place the same in good order and condition. The Public College shall be liable to the Authority for the cost of such repairs or alterations and all expenses of such reletting. If the sum realized or to be realized from the reletting is insufficient to satisfy the Basic Lease Payments provided in this Agreement, the Authority, at its option, may require the Public College to pay such deficiency month by month, or may hold the Public College liable in advance for the entire deficiency to be realized during the term of the reletting of the Project Facilities in excess of the Basic Lease Payments reserved in this Agreement. Notwithstanding such entry by the Authority, the Public College agrees that: (i) all rights-of-way, easements or other rights in land conveyed or otherwise provided in accordance with this Agreement shall be continued in full force and effect; and (ii) any utility services shall be furnished by the Public College to the Project Facilities at the expense of the Public College. Furthermore, upon such entry by the Authority, any sublease of the Project Facilities shall immediately terminate and be of no further force and effect.

Upon entering the Project Facilities, the Authority shall as soon as practicable, inspect the Project Facilities and make inventories of all fixtures, furniture, equipment and effects in the Project Facilities. The Public College shall pay to the Authority upon receipt of the properly executed vouchers therefor all sums owing to the Authority by the Public College in connection therewith.

If entry upon the Project Facilities (or any portion thereof) is permitted under this Section 7.01, the Authority may enter upon the Project Facilities or any portion thereof. Notwithstanding the foregoing, the Authority shall not enter upon the Project Facilities if a Prior Agreement remains in effect unless (i) such entry is consented to by the respective trustees for bonds of the Authority secured by lease payments of the Public College under the Prior Agreements and (ii) such trustee and the Trustee shall have agreed upon the allocation of any revenues realized by the Authority as a result of such entry.

For purposes of this Agreement, an Event of Default shall exist if a "Lease Default Event" shall exist hereunder. The following are Lease Default Events:

(a) Upon failure by the Public College to pay in full any payment required hereunder, whether at maturity, upon a date fixed for prepayment, by declaration, upon termination of the Swap Agreement, if any, or otherwise pursuant to the terms hereof or thereof;

(b) If any material representation or warranty made by the Public College herein or made by the Public College in any document, instrument or Certificate furnished to the Trustee or the Authority in connection with the issuance of the Bonds shall at any time prove to have been incorrect in any respect as of the time made;

(c) If the Public College shall fail to observe or perform any other covenant, condition, agreement or provision in this Agreement on its part to be observed or performed, or shall breach any warranty herein contained, for a period of sixty (60) days after written notice, specifying such failure or breach and requesting that it be remedied, has been given to the Public College by the Authority or the Trustee; except that, if such failure or breach can be remedied but not within such sixty-day period and if the Public College has taken all action reasonably possible to remedy such failure or breach within such sixty-day period, such failure or breach shall not become a Lease Default Event for so long as the Public College shall diligently proceed to remedy such failure or breach in accordance with and subject to any directions or limitations of time established by the Trustee; or

(d) Any Event of Default as defined in and under the Indenture.

ARTICLE VIII

INSPECTIONS

SECTION 8.01 Authority's Right to Inspect.

The Public College covenants and agrees to permit the Authority and the authorized agents and representatives of the Authority to enter the Project Facilities at all times during business hours for the purpose of inspecting the same.

SECTION 8.02 Annual Inspection.

The Public College covenants and agrees that at its own expense it will upon the request from time to time of the Authority, and at least annually, cause an inspection of the Project Facilities to be made by a professional engineer or architectural firm employed by the Public College or by the officer or employee of the Public College in charge of the grounds and plant of the Public College and that it will file with the Authority such inspection report upon completion. Said report shall set forth in its findings whether the Project Facilities has been maintained in good repair, working order and condition as well as any recommendations as to the proper maintenance and repair of the Project Facilities and the estimate of money necessary for such purpose.

ARTICLE IX

INTEREST IN THE PROJECT

SECTION 9.01 No Merger.

It is mutually agreed by the parties hereto that so long as any of the Bonds issued by the Authority for the purpose of providing moneys to pay the Cost of the Project are Outstanding and unpaid, or any Swap Payment Obligations or Swap Termination Payments are unpaid, without provision for such payment duly provided for, the leasehold interest and estate created by this Agreement shall not be merged or deemed to be merged with any reversionary interest and estate of the Public College, if any, in the Project Facilities.

SECTION 9.02 Conveyance Requirement.

When the term of this Agreement has expired and the Authority has certified that all of the Outstanding Bonds have been paid or provision for payment duly made, and the Trustee has certified to the Authority that all of the Outstanding Bonds, including the principal, redemption premium, if any, and interest, all Swap Payment Obligations, Swap Termination Payments and all other obligations incurred by the Authority in connection with the Project have been paid, or that sufficient funds for such payment in full are held in trust by the Trustee, the Authority shall transfer all its rights, title and interest in and to the Project Facilities to the appropriate State entity by deed or deeds in form satisfactory to the Authority. Notwithstanding the foregoing, in the event a Prior Agreement is still then in effect, the Project Site shall not be so transferred until permitted by the terms of such Prior Agreement.

ARTICLE X
ASSIGNMENTS

SECTION 10.01 **Assignments.**

The Public College shall not assign this Agreement or any interest therein or sublet the demised premises or any part thereof without the prior written consent of the Authority; provided, however, that nothing in this Article X shall prohibit the licensing, to students of the Public College or other use of the Project Facilities, or any part thereof, so long as the Public College does not grant an interest in or over the demised premises without the consent of the Authority.

ARTICLE XI

REPRESENTATIONS

SECTION 11.01 Condition of Premises.

The Public College shall fully familiarize itself with the physical condition of the Project Facilities and the improvements, fixtures and equipment constituting part thereof. The Authority makes no representations whatsoever in connection with the condition of the Project Facilities or the improvements, fixtures or equipment constituting part thereof, and the Authority shall not be liable for any latent or patent defects therein.

SECTION 11.02 Limitation of Liability

The Public College covenants that all actions heretofore taken by the Public College in connection with the Project Facilities, including the making of contracts, and all actions hereafter taken by the Authority in connection with the Project Facilities upon the recommendation or request of any Authorized Officer of the Public College have been and will be in full compliance with the Indenture, the Resolution, this Agreement and with all pertinent laws applicable to the Public College or the Authority. The Public College acknowledges that any review of any such actions heretofore or hereafter taken by the Authority's staff or counsel has been or will be solely for the protection of the Authority to carry out the Project and shall not estop the Authority from enforcing the foregoing covenant.

The ownership of the Project Facilities shall not impose any other liability on the Authority, whether contractual or otherwise. Neither the carrying out of the Project nor the ownership of the Project Facilities by the Authority shall impose any liability on the members, officers, employees, counsel, consultants or agents of the Authority. The Public College agrees to indemnify the Authority and all such members, officers, employees, counsel, consultants or agents of the Authority and save them harmless against any liability intended to be precluded herein.

In the exercise of the powers of the Authority and the Trustee by their members, officers, employees, consultants and agents (other than the Public College) under the Indenture, the Resolution, the Financing Documents and this Agreement, including (without limiting the foregoing) the carrying out of the Project, the application of moneys, the investment of funds and reletting the Project Facilities in the event of default by the Public College, the Authority, the Trustee and their members, officers, employees, consultants and agents shall not be accountable to the Public College for any action taken or omitted by it or them in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred. The Authority and the Trustee and all such other parties shall be protected in its or their acting upon any paper or document believed by it or them to be genuine, and it or they may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action.

Pursuant to N.J.S.A. 18A:72A-6, all payment obligations of the Authority whatsoever arising under the Financing Documents shall constitute special and limited obligations of the Authority payable solely from amounts, if any, paid by the Public College pursuant to this Agreement or otherwise available for such purpose under the Indenture and Resolution.

SECTION 11.03 Continuing Disclosure.

The Public College hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding Section 7.01 of the Indenture or any other provision of this Agreement, failure of the Public College to comply with or perform its obligations under this Section 11.03 or under the Continuing Disclosure Agreement shall not be considered an Event of Default hereunder; however, the Authority may take such actions as may be necessary or desirable, including seeking specific performance by court order, to cause the Public College to comply with its obligations under this Section 11.03 or under the Continuing Disclosure Agreement.

SECTION 11.04 Review and Execution of Financing Documents.

The Public College hereby represents and warrants to the Authority and the Swap Provider, if any, that the Public College has reviewed and has a full understanding of all the terms, conditions and risks (economic and otherwise) of each of the Financing Documents, that it is capable of assuming and willing to assume (financially and otherwise) all such risks, that it has consulted with its own legal and financial advisors (to the extent it has deemed necessary) and is not relying upon any advice, counsel or representations (whether written or oral) of the Authority, the Authority's legal and financial advisors, or the Swap Provider, if any, and that it has made its own investment, hedging and trading decisions (including decisions relating to the suitability of each of the Financing Documents) based upon its own judgment and upon any advice from its own legal and financial advisors as it has deemed necessary. Notwithstanding the foregoing, the Authority acknowledges that the State Office of the Attorney General has provided legal counsel to both the Authority and the Public College. The Public College hereby acknowledges that the Authority is entering into the Financing Documents at the request of, and as an accommodation to, the Public College and that the terms of the Financing Documents have been negotiated by, and are acceptable to, the Public College.

SECTION 11.05 Additional Representations and Warranties.

The Public College hereby makes the following representations and warranties to the Authority as of the Closing Date:

(a) Article 9. The Public College covenants and agrees to cooperate with the Authority in complying with the provisions of Article 9 of the Uniform Commercial Code enacted by the State Legislature or by any other jurisdiction whose laws govern the perfection and enforceability of any security for the Bonds to the extent that the Authority determines that compliance therewith is required.

(b) Financial Statements. The audited financial statements of the Public College for the most recent fiscal year, including its balance sheets as of such date, correctly and fairly present, in all material respects, the financial condition of the Public College as of said dates and the results of the operations of the Public College for such period, and have been prepared in accordance with generally accepted accounting principles consistently applied except as stated in the notes thereto; and there has been no material adverse change in the condition, financial or otherwise, of the Public College since the date of such financial statements, from that set forth in said financial statements as of, and for the period ended on that date.

(c) Existence and Standing. The Public College is a public institution for higher education existing under the laws of the State, and has the necessary power and authority to execute and deliver this Agreement and any other Financing Documents to which the Public College is a party, and to perform its obligations hereunder and thereunder.

(d) Authorization and Validity. The execution and delivery by the Public College of this Agreement and any other Financing Documents to which the Public College is a party have been duly authorized by proper proceedings of the Public College, and no further approval, authorization or consents are required by law or otherwise. This Agreement and the other Financing Documents to which the Public College is a party, constitute the legal, valid and binding obligations of the Public College enforceable in accordance with their respective terms, except as future enforceability may be limited by bankruptcy, insolvency, or similar laws affecting the rights of creditors, and by general equitable principles.

(e) Compliance with Laws and Contracts. Neither the execution and delivery by the Public College of this Agreement and any other Financing Documents to which the Public College is a party, nor the consummation of the transactions herein and therein contemplated, nor compliance with the provisions hereof or thereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on the Public College, the Public College's organizational documents or the provisions of any indenture, instrument or agreement to which the Public College is a party or is subject, or by which it or its property is bound, or conflict with or constitute a default under or result in the creation or imposition of any lien pursuant to the terms of any such indenture, instrument or agreement.

(f) Litigation. Except as disclosed in the Official Statement relating to the Bonds, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the Public College, threatened against or affecting the Public College (x) wherein an unfavorable decision, ruling or finding would materially adversely affect (i) the transactions contemplated by or the validity of this Agreement or any other Financing Documents to which the Public College is a party, (ii) the tax-exempt status of the Public College or of the interest on the Bonds, or (iii) the Public College's property, assets, operations or conditions, financial or otherwise, or its ability to perform its obligations hereunder or under such other Financing Documents; or (iv) which in any way contests the existence, organization or powers of the Public College the titles of the officers of the Public College to their respective offices.

(g) Swap Agreements. To the extent that the obligations of the Public College hereunder relate to a Swap Agreement, the Public College represents that the Authority will be entering into such Swap Agreement on behalf of the Public College to assist it in managing its borrowings or investments, and not for purposes of speculation. The Public College agrees to cooperate with the Authority in order to permit the Authority to comply with the Swap Agreement and agrees that in addition to its payment obligations hereunder, the Public College will provide the Authority (or the Swap Provider, if directed by the Authority) any information about the Public College which is required to be provided, including, without limitation, audited or unaudited financial statements of the Public College at the times such information is required and to confirm that the representations of the Public College made herein are true and correct at such future times as are necessary to permit the Authority to comply with the Swap Agreement. The Public College acknowledges that the Authority may make representations, warranties and agreements in the Swap Agreement in reliance on the representations, warranties and agreements provided by the Public College herein and expressly authorizes the Authority to rely on such agreements, warranties and representations of the Public College in so doing. The Public College agrees that if a Swap Agreement is terminated and/or any Swap Agreement is entered into with respect to the Bonds, that it will amend this Agreement as may be necessary to reflect such Swap Agreement and to make such other amendments as are necessary to implement such Swap Agreement.

SECTION 11.06 Additional Covenants.

During the term of this Agreement, and until the Public College has paid in full all of its obligations hereunder, the Public College hereby covenants and agrees as follows:

(a) Existence. The Public College shall maintain its existence as a public institution of higher education formed under the laws of the State, and shall not merge, consolidate, liquidate or sell substantially all of its assets.

(b) Compliance With Laws. The Public College shall comply with all laws, rules and regulations, and with all final orders, writs, judgments, injunctions, decrees or awards to which it may be subject and which are material to the Bonds, this Agreement or any other Financing Documents to which the Public College is a party, or the operations, affairs, properties, condition (financial or otherwise) or prospects of the Public College; provided, however, that the Public College may contest the validity or application thereof and appeal or otherwise seek relief therefrom, and exercise any and all of the rights and remedies which it may have with regard thereto, so long as such acts do not affect the Public College's power and authority to execute and deliver this Agreement and such other Financing Documents, and to perform its obligations and pay all amounts payable by it hereunder and thereunder.

(c) Maintain Existence of Authority "Project". The Public College shall operate and use or cause the Project Facilities and each portion thereof to be operated and used as educational facilities constituting an authorized "Project" under the Act.

- (d) Indemnification. The Public College shall indemnify the Authority as follows:
- (i) The Public College shall protect, exonerate, defend, indemnify and save the Authority and its members, directors, officers, employees, agents, consultants, and attorneys (collectively, the "Indemnified Parties") harmless from and against any and all Losses, including, but not limited to personal injury, death, loss or damage to property suffered or incurred by any person, entity, firm or corporation arising out of or attributable to the financing of the Project, the use, operation or maintenance of the Project Facilities, arising from the use or occupancy of the Project Facilities by the Public College, its agents, contractors, servants, employees, licensees, invitees or sublessees, if any; and from and against any and all Losses incurred in or about the defense of any such claims, actions or proceedings brought thereon.
 - (ii) The Public College's obligations hereunder shall survive the payment of the sums due hereunder and the expiration of the term of this Agreement. In addition, the Public College shall release the Indemnified Parties from, agrees that the Indemnified Parties shall not be liable for, and agrees to hold the Indemnified Parties harmless against any Losses because of any action taken by an Indemnified Party in good faith with respect to this Agreement, the Project and the Project Facilities.
 - (iii) The Indemnified Parties, respectively, will give prompt written notice to the Public College of any claim asserted against it or them, as the case may be, which claim, if sustained, may result in liability on the part of an Indemnified Party which is indemnified hereunder; provided, however, that the failure on the part of the Indemnified Party to give such notice shall not relieve the Public College from its obligation under this Section 11.06(d). Upon receipt of such notification, the Public College shall assume the defense thereof, with full power to litigate, compromise or settle the same in its sole discretion, but with the Indemnified Party's consent, all without cost to the Indemnified Parties, including any costs incurred by the Indemnified Party prior to such notification. Any Indemnified Party shall have the right to employ separate counsel in any such claim and to participate in the defense thereof.
 - (iv) The Authority shall be protected in its acting upon any paper or documents believed by it to be genuine, and it may conclusively rely upon the advice of counsel and may (but need not) require further evidence of any fact or matter before taking any action.

ARTICLE XII
MISCELLANEOUS

SECTION 12.01 Severability.

In case any one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

SECTION 12.02 Paragraph Headings.

The paragraph headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

SECTION 12.03 Notices.

All notices required to be given or authorized to be given by either party pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail to the main office of the other party. All notices required to be given or authorized to be given to the Trustee by either party pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail to the Principal Office of the Trustee at the address of such Principal Office.

SECTION 12.04 Rights Cumulative.

All rights and remedies herein given or granted to the Authority are cumulative, nonexclusive and in addition to any and all rights and remedies that the Authority may have or be given by reason of any law, statute, ordinance or otherwise.

SECTION 12.05 Amendments or Modification.

This Agreement shall not be amended or modified in any manner without the written consent of the Authority and the Public College and in accordance with the provisions of the Indenture; provided however, the procedures set forth in the Indenture do not have to be complied with prior to the issuance of the Bonds provided that the consent of the Swap Provider, if any, is provided to the extent such amendment or modification affects its security.

SECTION 12.06 Resolution and Indenture Controlling.

In the event any provisions of this Agreement shall be incompatible with the Resolution or the Indenture, the provisions of said Resolution and the Indenture shall be controlling.

SECTION 12.07 Swap Provider as Beneficiary.

To the extent this Agreement confers upon or gives or grants to a Swap Provider, if any, any right, remedy or claim under or by reason of this Agreement, the Swap Provider, if any, is hereby explicitly recognized as being a third-party beneficiary hereunder, and may enforce any such right, remedy or claim conferred, given or granted to it hereunder.

SECTION 12.08 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12.09 Governing Law.

This Agreement shall be governed exclusively by and construed in accordance with the laws of the State without regard to conflict of law principles.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the New Jersey Educational Facilities Authority has caused these presents to be executed by its Executive Director and the Public College has caused these presents to be executed by the President of the Public College, all as of the day and year first hereinabove set forth.

NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY

Attest:

Steven P. Nelson
Assistant Secretary

By: _____
Eric D. Brophy, Esq.
Executive Director

Attest:

Lloyd Ricketts
Treasurer

THE COLLEGE OF NEW JERSEY

By: _____
Kathryn A. Foster, Ph.D.
President

STATE OF NEW JERSEY)
)
COUNTY OF MERCER) SS.

BE IT REMEMBERED that on July ____, 2020 before me the subscriber, a Notary Public or Attorney at Law of the State of New Jersey, personally appeared Kathryn A. Foster, Ph.D., who being by me duly sworn according to law on her oath, says that she is the President of THE COLLEGE OF NEW JERSEY, the Public College named in the within instrument; and that this person thereupon acknowledged that the instrument signed and delivered by said President, as and for her voluntary act and deed and as and for the voluntary act and deed of said Public College by authority of its Board of Trustees.

Notary Public

STATE OF NEW JERSEY)
)
COUNTY OF MIDDLESEX) SS.

BE IT REMEMBERED that on July ____, 2020 before me the subscriber, a Notary Public or Attorney at Law of the State of New Jersey, personally appeared Eric D. Brophy, Esq., who being by me duly sworn according to law on his oath, says that he is the Executive Director of the NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY, the Authority named in the within instrument; and that this person thereupon acknowledged that the instrument signed and delivered by said Executive Director, as and for his voluntary act and deed and as and for the voluntary act and deed of said Authority.

Notary Public

EXHIBIT A
PROPERTY DESCRIPTIONS

Series 1994 B Project

See Schedule A-1 attached hereto.

Series 1996 A Project

See Schedule A-2 attached hereto.

Series 1999 A Project

See Schedule A-3 attached hereto.

Series 2002 D Project

See Schedule A-4 attached hereto.

Series 2010 A/B Project

See Schedule A-5 attached hereto.

Series 2013 A Project

See Schedule A-6 attached hereto.

EXHIBIT B

PROJECT FACILITIES

EXHIBIT C

Schedule of Basic Lease Payments

(Included for Informational Purposes Only)

EXHIBIT D

SPECIAL NOTICE EVENTS

The following events shall be considered Special Notice Events:

1. **Private business use of the Bond Financed Property** -- if any portion of the financed and/or refinanced projects will be used by anyone other than a State or local governmental unit or members of the general public who are not using the property in the conduct of a trade or business (e.g., use by a person as an owner, lessee, purchaser of the output of facilities under a "take and pay" or "take or pay" contract, purchaser or licensee of research, a manager or independent contractor under certain management or professional service contracts or any other arrangement that conveys special legal entitlements, including an arrangement that conveys priority rights to the use or capacity of the financed property, for beneficial use of the property financed with proceeds of tax-exempt debt or an arrangement that conveys a special economic benefit). Use of bond financed facilities by the federal government or a 501(c)(3) corporation, or with respect to solar facilities, or a cell tower by a private entity are considered private business use;

2. **Private Loans Bond Proceeds** -- if any portion of the proceeds of the Bonds (including any investment earnings) thereon are to be loaned by the Public College;

3. **Naming rights agreements for the Bond Financed Property** -- if any portion of the financed and/or refinanced projects will become subject to a naming rights agreement, other than a "brass plaque" dedication;

4. **Research using the Bond Financed Property** -- if any portion of the financed and/or refinanced projects has been or will be used for the conduct of research under the sponsorship, or for the benefit of, any organization other than a State or local governmental unit, other than a qualified research contract described in Rev. Proc. 2007-47;

5. **Management agreement or service agreement** -- if any portion of the financed and/or refinanced projects is to be used under a management contract (e.g., food service, bookstore, or parking management) or service contract, other than (i) a contract for services that are solely incidental to the primary function of financed and/or refinanced projects, such as janitorial services or office equipment repair, or (ii) a qualified management contract described in Rev. Proc. 97-13 (Note: a contract that results in the payment of a concession or similar fee to the Public College is not a qualified contract);

6. **Joint Ventures** -- if any portion of the financed and/or refinanced projects will be or has been used in any joint venture arrangement with any person other than a State or local governmental unit;

7. **Sinking fund or pledge fund** -- if the Public College, or any organization related to the Public College, identifies funds which are expected to be used to pay debt service on the Bonds or secure the payment of debt service on the Bonds, other than those funds or accounts described in the bond documents for the Bonds; or

Unexpected Payments or Proceeds -- if the Public College receives funds related to Bond financed and/or refinanced property or the Bonds, including without limitation, charitable gifts, insurance payments and settlements of litigation or other disputes.

Schedule 5.11

The following items are disclosed pursuant to Section 5.11(c), 5.11(e) and 5.11(f) hereof:

Definitions

"Environmental Conditions," "Project Facilities," "Remediation" and "Applicable Environmental Laws" shall have the meanings ascribed hereto in this Lease and Agreement.

"Other Lands and Facilities" refers to other lands and facilities on the main campus of the Public College in Ewing, New Jersey that are not part of or proximate to and do not affect the Project Facilities.

Environmental Conditions at Project Facilities

None.

Environmental Conditions at Other Lands and Facilities

On or about November 1992, the Public College discovered that a 30,000 gallon underground storage tank containing No. 6 fuel oil had been leaking into the ground for an indeterminate period of time, involving an unknown quantity of material released. The tank was removed in April 1993 and has been replaced by two above-ground storage tanks. Although certain of the soils in the vicinity of the central utilities plant are known to have been contaminated, the Public College's environmental consultant reported that chemical constituents in the groundwater are not suspected to have migrated beyond the Public College's lands as recently as February 28, 2012. The New Jersey Department of Environmental Protection ("NJDEP") conditionally approved a Remedial Action Work plan ("RAW") relating to onsite groundwater contamination in April 1995. Under the RAW, the Public College was required to install and operate a recovery and treatment system to remove contaminated groundwater. This system operated from March 1998 until June 2003, when the NJDEP authorized a suspension based on groundwater sampling results that achieved the established groundwater quality standards. From June 2003 to approximately May 2012, the Public College was required by the NJDEP to undertake various monitoring activities, including periodic soil boring investigations, groundwater sampling, and measurement of groundwater elevations and monitoring for the presence of product sheen. On May 7, 2012 the NJDEP Site Remediation Reform Act ("SRRA") came into effect, requiring that a licensed site remediation professional ("LSRP") assume responsibility for managing all remediation cases for the NJDEP. The Public College has retained the services of a LSRP for this remediation case. Since 2008 and continuing, the Public College's environmental consultant estimates 13,300 gallons of water with No. 6 oil sheen are recovered each year. Groundwater sampling has not been completed since 2012 under the direction of the LSRP due to groundwater concentrations below NJDEP groundwater quality standards. Groundwater monitoring well gauging and free product monitoring indicates that there is no down-gradient migration of sheen. Soil borings were advanced in 2013 to delineate soils for a Soil Remedial Action Permit which was included in the March 2014 Remedial Investigation Report ("RIR") as required under the new SRRA. The Soil Remedial Action Permit has replaced the need for a county soil deed. It is anticipated that this remediation case will

remain open with the NJDEP indefinitely or until such time as all contaminated soil is removed from beneath and adjacent to the central utilities plant.

Previously, the Public College has reported Environmental Conditions or other circumstances requiring Remediation at certain Other Lands and Facilities on the Public College's campus, including but not limited to, Holman Hall, Forcina Hall, the Science Complex, the former Ewing Township Municipal Building and sections of Campus Town. It has been determined that all Remediation at these locations is complete and no further remedial action is required.

Compliance

The Public College believes it is complying with all Applicable Environmental Laws with respect to the foregoing conditions. The Public College believes that the foregoing conditions do not and will not materially impair the value or usefulness of the Project Facilities or any Other Lands and Facilities on the Public College's campus for their intended purposes over their useful life, and that available funds will be sufficient to pay the cost of all required investigations and remediation. The Public College further believes that the foregoing conditions do not and will not have a material adverse impact on the financial condition of the Public College.

PRELIMINARY OFFERING MEMORANDUM DATED _____, 2020

**NEW ISSUE
BOOK ENTRY ONLY**

Ratings: See "Ratings" herein



\$ _____*
**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUE
SERIES 2020 D (Federally Taxable)**

[TCNJ
Logo]

Dated: Date of Delivery

Due: July 1, as shown on the inside cover

The New Jersey Educational Facilities Authority \$ _____* Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable) (the "Bonds"), when issued, will be issued as registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the Bonds. Individual purchases of Bonds will be made in book-entry-only form in denominations of \$5,000 or any integral multiple of \$1,000 in excess thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. So long as DTC is the registered owner of the Bonds, payments of the principal of and interest on the Bonds will be made directly to DTC. Disbursements of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants and Indirect Participants. See "DESCRIPTION OF THE BONDS — Book-Entry Bonds" herein. U.S. Bank National Association, Edison, New Jersey (the "Trustee"), shall act as trustee, paying agent and bond registrar for the Bonds.

Interest on the Bonds is generally subject to inclusion in federal gross income of the Holders thereof. For a discussion of tax considerations, see "TAX MATTERS" herein.

Interest on the Bonds will be payable on January 1 and July 1 of each year until maturity or earlier redemption, commencing January 1, 2021.

The Bonds are subject to optional, extraordinary optional and mandatory sinking fund redemption prior to maturity, as described herein.

The Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law (*N.J.S.A. 18A:72A-1 et seq.*), as amended and supplemented, a Resolution adopted by the New Jersey Educational Facilities Authority (the "Authority") on May 26, 2020 (the "Resolution") and a Trust Indenture, dated as of July 1, 2020 (the "Indenture"), by and between the Authority and the Trustee. The proceeds of the Bonds will be used for the purpose of providing funds to (i) pay the costs of refunding all or part of the Authority's outstanding Revenue Refunding Bonds, The College of New Jersey Issue, [Series 2013A, 2015G, 2016F and 2016G] (collectively, and as described further herein, the "Bonds to be Refunded"), and (ii) pay costs of issuance of such Bonds.

The principal and redemption premium, if any, of and interest on the Bonds are payable solely from payments to be received by the Authority pursuant to a Lease and Agreement, dated as of July 1, 2020 (the "Agreement"), by and between the Authority and The College of New Jersey, and from funds and accounts held by the Trustee under the Indenture.

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE). THE AUTHORITY HAS NO TAXING POWER. THE BONDS ARE PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF THE LEASE PAYMENTS (AS DEFINED IN THE INDENTURE) AND OTHER AMOUNTS PLEDGED TO THE BONDS UNDER THE INDENTURE. SEE "SECURITY FOR THE BONDS" HEREIN FOR A DESCRIPTION OF THE SECURITY FOR THE BONDS.

This cover page, including the inside cover page, contains certain information for quick reference only. It is not intended to be a summary of this issue or all factors relevant to an investment in the Bonds. For a discussion of certain factors that should be considered, in addition to the other matters set forth on this cover page, in evaluating the investment quality of the Bonds, Investors must read the entire Official Statement, including, but not limited to, APPENDIX A and APPENDIX B, to obtain information essential to the making of an informed investment decision on the Bonds.

The Bonds are offered when, as and if issued by the Authority and delivered to the Underwriters, subject to prior sale, withdrawal or modification of the offer without notice and to the approval of their legality by McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by their counsel, Connell Foley, LLP, Jersey City, New Jersey. It is expected that the Bonds will be available for delivery through the facilities of DTC in New York, New York, on or about July __, 2020.

MORGAN STANLEY

Ramirez & Co., Inc.

Siebert Williams Shank & Co., L.L.C.

Dated: _____, 2020

*Preliminary, subject to change.

\$ _____^{*}
**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUE
SERIES 2020 D (Federally Taxable)**

\$ _____ **Serial Bonds**

<u>Due July 1*</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP No.**</u>
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\$ _____ % Term Bonds, due July 1, 20 __, Price _____, CUSIP No. **

** Registered trademark of American Bankers Association. CUSIP numbers are provided by CUSIP Global Services, which is managed on behalf of the American Bankers Association by Standard & Poor's, Capital IQ. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time of issuance of the Bonds and the Authority does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Bonds.

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IN CONNECTION WITH THE OFFERING OF NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY REVENUE REFUNDING BONDS, THE COLLEGE OF NEW JERSEY ISSUE, SERIES 2020 D (FEDERALLY TAXABLE) (THE "BONDS"), THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFERING MEMORANDUM, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED TO BE A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE OFFERING OF THE BONDS IS MADE ONLY BY MEANS OF THIS ENTIRE OFFERING MEMORANDUM.

The purchase of the Bonds includes certain investment risks. Accordingly, each prospective purchaser of the Bonds should make an independent evaluation of the entirety of the information presented in the Official Statement, including its appendices, to obtain information essential to the nature of an informed investment decision in the Bonds.

The information contained herein relating to the Authority (as hereinafter defined) under the headings, "THE AUTHORITY" and "LITIGATION – The Authority", has been obtained from the Authority. All other information herein has been obtained by the Underwriters (as hereinafter defined) from the Public College (as hereinafter defined), the Underwriters and other sources deemed by the Underwriters to be reliable, and is not to be construed as a representation of the Authority or the Underwriters. The Authority has not participated in the making of the statements contained within this Official Statement other than the information under the headings, "THE AUTHORITY" and "LITIGATION – The Authority", and does not represent that any such statements are accurate or complete for purposes of investors making an investment decision with respect to the Bonds.

The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the Public College since the date hereof.

No dealer, broker, salesman or other person has been authorized by the Authority or The College of New Jersey (the "Public College") to give any information or to make any representations with respect to the Bonds, other than those contained in this Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. This Offering Memorandum does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Certain information contained herein has been obtained from the Public College and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness and it is not to be construed as a representation of the Authority. The information set forth herein relative to The Depository Trust Company ("DTC") and DTC's book-entry-only system has been supplied to the Authority by DTC for inclusion herein, and the Authority takes no responsibility for the accuracy thereof. Such information has

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MAY 22, 2020

not been independently verified by the Authority and the Authority makes no representation as to the accuracy or completeness of such information. The Underwriters have reviewed the information in this Offering Memorandum in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guaranty the accuracy or completeness of such information.

The Public College, in APPENDIX A, has provided the description of the Public College and certain relevant financial and operating data with respect thereto. It is noted that some of the financial information has been derived from the audited financial statements of the Public College. This information should be read in conjunction with the audited financial statements and the related notes which are included as APPENDIX B to this Official Statement.

The Bonds have not been registered under the Securities Act of 1933, as amended, and neither the Resolution nor the Indenture has been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions contained in such federal laws. In making an investment decision, investors must rely upon their own examination of the Bonds and the security therefor, including an analysis of the risk involved. The Bonds have not been recommended by any federal or state securities commission or regulatory authority. The registration, qualification or exemption of the Bonds in accordance with applicable provisions of securities laws of the various jurisdictions in which the Bonds have been registered, qualified or exempted cannot be regarded as a recommendation thereof. Neither such jurisdictions nor any of their agencies have passed upon the merits of the Bonds or the adequacy, accuracy or completeness of this Offering Memorandum. Any representation to the contrary may be a criminal offense.

References in this Offering Memorandum to statutes, laws, rules, regulations, resolutions (including the Resolution), agreements (including the Indenture, the Agreement and the Continuing Disclosure Agreement, each as defined herein), reports and documents do not purport to be comprehensive or definitive, and all such references are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. This Offering Memorandum is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in the whole or in part, for any other purpose.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Offering Memorandum nor any sale made hereunder shall, under any circumstance, create any implication that there has been no change in the affairs of the parties referred to above since the date hereof.

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**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
103 COLLEGE ROAD EAST
PRINCETON, NEW JERSEY 08540**

OFFICIAL STATEMENT

Relating to

§ _____ *
**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUES
SERIES 2020 D (Federally Taxable)**

INTRODUCTORY STATEMENT

General

The purpose of this Official Statement, which includes the cover page and the Appendices hereto, is to furnish information concerning the New Jersey Educational Facilities Authority (the "Authority") and its Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable) (the "Bonds"), dated the date of delivery. The Bonds are being issued pursuant to a Resolution adopted by the Authority on May 26, 2020 (the "Resolution") and a Trust Indenture, dated as of July 1, 2020 (the "Indenture"), between the Authority and U.S. Bank National Association, as trustee (the "Trustee"). Certain capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Indenture. For definitions of certain capitalized words and terms used in this Official Statement and not otherwise defined herein or in the Indenture, see "APPENDIX C – FORMS OF PRINCIPAL LEGAL DOCUMENTS" hereto.

Authority for Issuance

The Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law, being Chapter 72A of Title 18A of the New Jersey Statutes as enacted by Chapter 271 of the Public Laws of 1967, as amended and supplemented (the "Act"). The Act, among other things, empowers the Authority to issue its revenue bonds, notes and other obligations to provide funds to finance and refinance an eligible educational facility as such may be required or convenient for the purpose of a public or private participating institution of higher education, and, in particular, The College of New Jersey, located in the Township of Ewing, Mercer County, New Jersey (the "Public College"). For information concerning the Public College, see "APPENDIX A - THE COLLEGE OF NEW JERSEY" and "APPENDIX B - FINANCIAL STATEMENTS OF THE COLLEGE OF NEW JERSEY FOR THE FISCAL YEAR ENDED JUNE 30, 2019" hereto.

* Preliminary, subject to change.

Purpose and Use of Proceeds

The proceeds of the Bonds will be used, together with other available Trustee-held funds, to advance refund all or a portion of the Bonds to be Refunded (as hereinafter defined) and pay certain costs incidental to the issuance and sale of the Bonds (collectively, the "Refunding Project"). See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

Security for the Bonds; Other Financings

Pursuant to a Lease and Agreement, dated as of July 1, 2020 (the "Agreement"), between the Authority and the Public College, the Public College agrees to pay to the Authority the Basic Lease Payments (as defined therein) and certain Additional Lease Payments (as defined therein) for the use and occupancy of the Project Facilities (as defined therein). Pursuant to the Agreement, Basic Lease Payments are due at times and in amounts sufficient to make timely payments of principal of and interest on the Bonds. The Basic Lease Payments shall be due on each Basic Lease Payment Date (in the case of regularly scheduled debt service, being December 20 in the case of interest payable on the following January 1 and one-half of the principal or mandatory sinking fund installment payable on the following July 1, and June 20 in the case of interest payable on the following July 1 and one-half of the principal or mandatory sinking fund installment payable on July 1).

To secure the payment of Basic Lease Payments and Additional Lease Payments, the Public College will establish a "Rental Pledge Account" under the Agreement, into which the Public College is required to deposit or cause to be deposited amounts sufficient to pay the Basic Lease Payments on each December 1 (in the case of the Basic Lease Payment due on December 20) and June 1 (in the case of the Basic Lease Payment due on June 20).

The obligation of the Public College to make payments pursuant to the Agreement is a general obligation of the Public College payable from any legally available funds of the Public College. The Bonds are special and limited obligations of the Authority payable solely from the Lease Payments and other payments derived by the Authority under the Agreement (except for fees and expenses payable to the Authority, the Authority's right to indemnification as set forth in the Agreement and any payments made by the Trustee or the Public College to meet the rebate requirements of Section 148(f) of the Internal Revenue Code). See "SECURITY FOR THE BONDS – General" and "Payments under the Agreement" herein and "APPENDIX C – FORMS OF PRINCIPAL LEGAL DOCUMENTS" hereto.

The Authority has previously issued other series of its revenue bonds to finance projects for the Public College, each of which is leased to the Public College pursuant to a separate lease and agreement with the Authority. The payment of annual rentals under each existing lease and agreement constitutes a general obligation of the Public College, payable from any legally available moneys of the Public College.

As of January 1, 2020, the Public College had \$327,389,500 in outstanding principal repayment obligations in respect of various bonds of the Authority and other obligations of the Authority. In addition, the Authority may, from time to time, issue other series of its revenue

bonds, in addition to the Bonds, to finance or refinance projects of the Public College. See “SECURITY FOR THE BONDS – Outstanding Obligations and Additional Obligations” herein.

See “APPENDIX A – THE COLLEGE OF NEW JERSEY” hereto for a description of the Public College and its operations and facilities.

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE). THE AUTHORITY HAS NO TAXING POWER. THE BONDS ARE PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF THE LEASE PAYMENTS (AS DEFINED IN THE INDENTURE) AND OTHER AMOUNTS PLEDGED TO THE BONDS UNDER THE INDENTURE.

Additional Bonds and Other Obligations

Although additional bonds may not be issued under the Indenture on a parity with the Bonds, the Indenture permits the Authority to enter into Swap Agreements (as defined in the Indenture) on behalf of the Public College with respect to the Bonds which may be secured on a parity with the Bonds. As of the date of the issuance of the Bonds, the Authority has not entered into and is not contemplating at this time entering into any Swap Agreement with respect to the Bonds.

Further, although additional bonds may not be issued on parity with the Bonds under the Indenture, there are no covenants or restrictions which prohibit or limit the incurrence of debt or additional obligations by the Public College. Accordingly, the Authority may from time to time issue bonds or other obligations on behalf of the Public College, and the Public College may from time to time incur additional obligations (whether to the Authority or otherwise).

Payments by the Public College under the Agreement do not secure any other obligations of the Public College.

PLAN OF FINANCE

The proceeds of the Bonds, together with other available Authority funds held by the Trustee, if any, will be used to (i) advance refund all or a portion of the Authority’s outstanding Revenue Refunding Bonds, The College of New Jersey Issues, Series 2013A, 2015G, 2016F and 2016G as described in APPENDIX F hereto (the “Series 2013A, 2015G, 2016F and 2016G Bonds to be Refunded”) as described in APPENDIX F hereto (the “Bonds to be Refunded” and (ii) pay certain costs of issuing the Bonds. See ESTIMATED SOURCES AND USES OF FUNDS” herein and APPENDIX F - “Summary of Bonds to be Refunded” hereto. The Series 2013A Bonds were issued pursuant to a Trust Indenture dated as of December 1, 2013 (the “2013 Indenture”). The Series 2015G Bonds were issued pursuant to a Trust Indenture dated as

of September 1, 2015 (the "2015 Indenture"). The Series 2016F&G Bonds were issued pursuant to a Trust Indenture dated as of September 1, 2016 (the "2016 Indenture").

Refunding of Series [2013A, 2015 G, 2016F and 2016G] Bonds

On the date of issuance and delivery of the Bonds, a portion of the proceeds thereof, together with other available Authority funds held by the Trustee, if any, to be used for the advance refunding and legal defeasance of the Series [2013A, 2015G, 2016F and 2016G] Bonds to be Refunded will be deposited in an escrow fund ("Escrow Fund") to be held by U.S. Bank National Association [Series 2013A, 2015G, 2016F and 2016G], as escrow agent (the "Escrow Agent"), and established pursuant to an escrow deposit agreement (the "Series [2013A, 2015 G, 2016F and 2016G] Escrow Agreement") between the Authority and the Escrow Agent. The funds on deposit in the Escrow Fund will be applied to the purchase of Defeasance Securities (as defined in the Series [2013A, 2015 G, 2016F and 2016G] Escrow Agreement), the principal of and interest on which, together with any cash on deposit in the Escrow Fund, will be sufficient to pay when due the principal or Redemption Price of and interest on the Series [2013A, 2015 G, 2016F and 2016G] Bonds to be Refunded when due and on the redemption date thereof. Upon execution and delivery of the Series [2013A, 2015 G, 2016F and 2016G] Escrow Agreement and the deposit into the Escrow Fund, the Series [2013A, 2015 G, 2016F and 2016G] Bonds to be Refunded will no longer be deemed Outstanding for purposes of the [2013A, 2015G, 2016F and 2016G] Indenture and will cease to be entitled to any lien, benefit or security under the [2013A, 2015G, 2016F and 2016G] Indenture, and all covenants, agreements and obligations of the Authority to the Owners of such Series [2013A, 2015 G, 2016F and 2016G] Bonds to be Refunded shall thereupon be discharged and satisfied. Such Series [2013A, 2015 G, 2016F and 2016G] Bonds to be Refunded will be secured solely by the applicable cash and Defeasance Securities on deposit in the Escrow Fund. See "VERIFICATION OF MATHEMATICAL CALCULATIONS" herein.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Bonds, together with other available Trustee-held funds, are expected to be applied approximately as follows:

Sources of Funds:

Par Amount of Bonds	\$
[Trustee-Held Funds]	\$ _____
Total Sources:	\$ _____

Uses of Funds:

Deposit to Series _____ Escrow Fund	\$
Deposit to Series _____ Escrow Fund	\$
Costs of Issuance ⁽¹⁾	\$ _____
Total Uses:	\$ _____

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⁽¹⁾ Estimated amount to provide for Underwriters' discount and fees and expenses of the Authority, Bond Counsel, the Trustee, the Escrow Agent, the Verification Agent, the Financial Advisor, rating agency fees, and printing and other associated issuance costs related to the Bonds.

DESCRIPTION OF THE BONDS

General

The Bonds will initially be dated and will bear interest from the date of delivery. Interest will be payable on January 1 and July 1 of each year until maturity or earlier redemption, commencing January 1, 2021. The Bonds will bear interest at the interest rates per annum, and will mature on July 1 in each of the years and in the principal amounts shown on the inside front cover page of this Official Statement.

The Bonds will be issued in fully registered form, without coupons, in the denomination of \$5,000 and any integral multiple of \$1,000 in excess thereof.

Book-Entry Bonds¹

The Depository Trust Company, New York, New York (“DTC”), will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds for each series, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the “Indirect Participants”). DTC has a Standard & Poor’s rating of “AA+”. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

¹ Source: The Depository Trust Company.

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Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (each a "Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to

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time. Payment of redemption proceeds and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificated Bonds are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In such event, certificated Bonds will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

The principal of, redemption premium, if any, and interest on the Bonds are payable to DTC by the Trustee.

Redemption Provisions

Optional Redemption.

[The Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to maturity, except for extraordinary optional redemption described below. The Bonds maturing on or after July 1, 20__ are subject to redemption prior to maturity on or after July 1, 20__, at the option of the Authority with the prior consent of the Public College, in whole or in part at any time or from time to time at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the date of redemption.]

OR

Make-Whole Redemption.

[The Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to maturity, except for extraordinary optional redemption and Make-Whole redemption described below. The Bonds will be subject to redemption prior to maturity on any Business Day, in any order at the option of the Authority with the prior consent of the Public College, as a whole or in part (i) before July 1, 20__ at the Make-Whole Redemption Price described below, and (ii) on or after July 1, 20__, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the date of redemption.

The "Make-Whole Redemption Price" is the greater of (i) 100% of the principal amount of the Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which

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the Bonds are to be redeemed, discounted to the date on which such Bonds are to be redeemed on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as defined below) plus ___ basis points, plus, in each case, accrued and unpaid interest on the Bonds to be redeemed on the redemption date. The Public College Trustee may retain, at the expense of the Public College, an independent accounting firm or financial advisor to determine the Make-Whole Redemption Price and perform all actions and make all calculations required to determine the Make-Whole Redemption Price. The Trustee, the Authority and the Public College may conclusively rely on such accounting firm's or financial advisor's calculations in connection with, and determination of, the Make-Whole Redemption Price, and none of the Trustee, the Authority or the Public College will have any liability for their reliance.

The "Treasury Rate" is, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Series [2013A, 2015G, 2016F and 2016G] Bonds to be redeemed. However, if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.]

Mandatory Sinking Fund Redemption

The Bonds maturing on July 1, 20__ shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Principal Account at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Term Bonds Maturing July 1, 20</u>	
<u>Year</u>	<u>Amount</u>

* Final maturity.

The principal amount of the Bonds required to be redeemed from Sinking Fund Installments may be reduced by the principal amount of such Bonds theretofore delivered to the Trustee by the Public College in lieu of cash payments under the Agreement or purchased by the Trustee out of moneys in the Redemption Fund that have not theretofore been applied as a credit against any Sinking Fund Installment.

Extraordinary Optional Redemption. Subject to the Outstanding Agreements (as hereinafter defined), if all or a substantial portion of the Project Facilities financed with the proceeds of the Bonds are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public College (a) such facilities cannot be reasonable restored or replaced to the condition thereof preceding such event, or (b) the Public College is thereby prevented from carrying on its normal operations, or (c) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto, the Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part at any time or from time to time, from and to the extent of any condemnation or insurance proceeds deposited in the Debt Service Fund pursuant to the Agreement, at the election of the Authority with the consent of the Public College. Any such redemption shall be made on the earliest practicable date at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption.

Redemption in Part. If less than all of the Bonds are called for redemption, the Trustee shall select the Bonds or any given portion thereof to be redeemed from the Bonds outstanding or such given portion thereof not previously called for redemption, on a *pro rata* pass-through distribution of principal basis.

If the Bonds are registered in book-entry-only form and so long as DTC or a successor securities depository is the sole registered owner of the Bonds, if less than all of the Bonds of a maturity are called for redemption, the particular Bonds of such maturity or portions thereof to be redeemed will be selected on a *pro rata* pass-through distribution of principal basis in accordance with the DTC procedures.

It is the intention of the Authority that redemption allocations made by DTC be made on a *pro rata* pass-through distribution of principal basis as described above. However, none of the Authority, the Public College or the Underwriters of the Bonds can provide any assurance that DTC, DTC's Direct and Indirect Participants or any other intermediary will allocate the redemption of the Bonds on such basis. If the DTC operational arrangements do not allow for the redemption of the Bonds on a *pro rata* pass-through distribution of principal basis as discussed above, then the Bonds will be selected for redemption, in accordance with the DTC procedures, by lot.

If the Bonds are not registered in book-entry-only form, any redemption of less than all of a maturity of the Bonds will be allocated among the registered owners of the Bonds of such maturity, as nearly as practicable, taking into consideration the Authorized Denominations of the Bonds, on a *pro rata* basis.

Notice of Redemption. Notice of redemption of the Bonds will be given by the Trustee by mailing a copy of such notice to DTC, as the registered owner of the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, and such mailing shall be a condition precedent to such redemption. Failure of DTC or any Holder to receive a

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copy of such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of the Bonds.

Interest on any Bonds called for redemption shall cease to accrue from and after the date fixed for redemption if, on such date, sufficient moneys for the redemption of all such Bonds, together with interest to the date fixed for redemption, shall be held by the Trustee.

Any notice of redemption of any Bonds pursuant to an optional redemption may specify that such redemption is contingent upon the deposit of moneys with the Trustee in an amount sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

Negotiable Instruments

The Bonds issued pursuant to the Act are fully negotiable within the meaning of the Uniform Commercial Code of the State of New Jersey, subject only to the provision for registration contained in the Bonds.

ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS

The following table sets forth, as of the date of issuance of the Bonds, for each 12-month period ending on June 30, the amounts required for the payment of the principal of and interest on the Public College's outstanding debt obligations, including the Bonds, and the total of such principal and interest. In accordance with the Indenture, the principal and interest requirements for each 12-month period ending on June 30 are defined to include the respective amounts required to provide for the payment of interest due on each January 1 and July 1 and for the payment of principal due on each July 1.

Year Ending June 30 ^[1]	DEBT SERVICE ON OTHER AUTHORITY BONDS ^{[2], [3], [5]}	DEBT SERVICE ON STATE CONTRACT OBLIGATIONS ^{[4], [5]}	BONDS			Combined Outstanding Debt Service ^[5]
			PRINCIPAL	INTEREST	TOTAL	
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						
2040						
2041						
2042						
2043						
Total^[5]:	\$	\$	\$	\$	\$	\$

[1] Includes principal and interest to be paid on July 1 following each period.

[2] Includes the Authority's outstanding Revenue Bond Issues for the Public College, Series [2013A, 2015 G, 2016F and 2016G]; includes the Bonds to be Refunded.

[3] Does not include debt service paid prior to the date of this Official Statement.

[4] Includes the Public College's share of certain Authority programs, including the Higher Education Capital Improvement Fund, Series 2002 A, Series 2016 A and Series 2016 B; and the Higher Education Equipment Leasing Fund, Series 2014 A.

[5] Totals may not add due to rounding.

SECURITY FOR THE BONDS

General

The Bonds are special and limited obligations of the Authority payable solely from Lease Payments and other payments derived by the Authority under the Agreement (except for fees and expenses payable to the Authority, the Authority's right to indemnification as set forth in the Agreement and any payments made by the Trustee or the Public College to meet the rebate requirements of Section 148(f) of the Internal Revenue Code). The Public College agrees to pay from any legally available funds of the Public College "Basic Lease Payments" in an amount sufficient to enable the Trustee to make the transfers and deposits required at the times and in the amounts required to make payments from the Debt Service Fund and the Rebate Fund as set forth in the Indenture (including, without limitation, all Swap Payment Obligations, if any, and Swap Termination Payments, if any). Additional Lease Payments are amounts to be paid under the Agreement for specified purposes and are paid in addition to Basic Lease Payments.

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE). THE AUTHORITY HAS NO TAXING POWER. THE BONDS ARE PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF THE LEASE PAYMENTS (AS DEFINED IN THE INDENTURE) AND OTHER AMOUNTS PLEDGED TO THE BONDS UNDER THE INDENTURE.

Payments Under the Agreement

Pursuant to the Agreement, the Public College agrees to pay to the Authority the Basic Lease Payments (as defined therein) and certain Additional Lease Payments (as defined therein) for the use and occupancy of the Project Facilities (as defined therein). Pursuant to the Agreement, Basic Lease Payments are due at times and in amounts sufficient to make timely payments of principal of and interest on the Bonds.

With respect to the Principal Portion of a Basic Lease Payment, Basic Lease Payments are due on December 20 and June 20, in an amount equal to one half (1/2) of the principal due and payable on the Bonds (a) on the immediately succeeding Principal Payment Date, with respect to regularly scheduled Principal Payment Dates, and (b) on the Principal Payment Date that coincides with the Basic Lease Payment Date, in the case of redemption or acceleration of the Bonds.

With respect to the Interest Portion of a Basic Lease Payment, Basic Lease Payments are due on December 20 and June 20, as applicable, prior to any regularly scheduled Interest Payment Date in the amount of interest due and payable on the Bonds (a) on the immediately succeeding Interest Payment Date, with respect to regularly scheduled Interest Payment Dates,

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and (b) on the Interest Payment Date that coincides with the Basic Lease Payment Date, in the case of redemption or acceleration of the Bonds (each, a “Basic Lease Payment Date”).

Notwithstanding the foregoing, pursuant to the Agreement, the Public College has agreed to make payments, or cause payments to be made, at the times and in the amounts required to be paid as principal or redemption price of and interest on the Bonds from time to time Outstanding under the Indenture and other amounts required to be paid under the Indenture, as the same shall become due whether at maturity, upon redemption, by declaration of acceleration or otherwise.

The Public College has agreed that its obligation to make the payments required under the Agreement, including the Basic Lease Payments, shall constitute a general obligation of the Public College, payable from any legally available funds of the Public College.

Outstanding Obligations and Additional Bonds and Other Obligations

As of January 1, 2020, the Public College had outstanding indebtedness assumed under the Outstanding Agreements (as hereinafter defined) of \$327,389,500 with respect to revenue bonds issued by the Authority for the benefit of the Public College and other obligations of the Authority. See “APPENDIX A – THE COLLEGE OF NEW JERSEY - Outstanding Indebtedness of the College” hereto for the description of such series of bonds and “ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS” herein. Debt service on each such series of bonds (collectively, the “Prior Bonds”) is payable by the Public College pursuant to separate lease and agreements (each an “Outstanding Agreement” and, collectively, the “Outstanding Agreements”) in which the Public College has agreed that its payment obligations are general obligations of the Public College payable from any legally available funds of the Public College.

The Authority may, from time to time in the future, issue other series of its revenue bonds to finance or refinance projects for the Public College, each of which project is to be leased to the Public College pursuant to separate lease and agreements.

The repayment obligation of the Public College with respect to the Bonds pursuant to the Agreement is a general obligation of the Public College, and no specific revenues of the Public College are pledged as additional security for such repayment obligation.

Although additional bonds may not be issued under the Indenture on parity with the Bonds, the Indenture permits the Authority to enter into Swap Agreements on behalf of the Public College (as defined in the Agreement) with respect to the Bonds. As of the date of issuance of the Bonds, the Authority has not entered into, and is not currently contemplating entering into, any Swap Agreement with respect to the Bonds.

In the event that any Swap Agreement is hereafter entered into, the Indenture and the Agreement may each be amended, without notice to or consent by the holders of the Bonds, to effectuate such Swap Agreement, including (but not limited to) providing that the Trust Estate (as defined in the Indenture) shall also secure the counterparties to any such Swap Agreement on a parity with the Bonds.

Further, although additional bonds may not be issued on a parity with the Bonds under the Indenture, there are no covenants or restrictions which prohibit or limit the incurrence of debt or additional obligations by the Public College. Accordingly, the Authority may from time to time issue bonds or other obligations on behalf of the Public College, and the Public College may from time to time incur additional obligations (whether to the Authority or otherwise).

Subordination With Respect to Insurance and Certain Remedies

Certain of the Project Facilities are subject to Outstanding Agreements. At the time of issuance of the Bonds, the Outstanding Agreements relate to the [Series 2013A, 2015G, 2016F and 2016G] Bonds (the "Prior Agreements"). These Prior Agreements shall continue to encumber the Project Facilities and the Agreement (to the extent set forth therein) shall be subject to and subordinate to the Prior Agreements with respect to insurance and certain remedies. See "APPENDIX C – FORMS OF PRINCIPAL LEGAL DOCUMENTS" hereto.

If entry upon the Project Facilities (or any portion thereof) is permitted under the Agreement, the Authority may enter upon the Project Facilities, or any portion thereof. Notwithstanding the foregoing, the Authority shall not enter the Project Facilities which are also subject to any Prior Agreements unless (i) such entry is consented to by the trustee(s) for the series of Prior Bonds secured by that Prior Agreements and (ii) such trustee(s) and the Trustee shall have agreed upon the allocation of any revenues realized by the Authority as a result of such entry.

The proceeds of any casualty insurance and condemnation awards payable to the Public College or to the Authority in respect of the Project Facilities, to the extent any Prior Agreements are applicable thereto, will first be applied as provided in such Prior Agreements. The proceeds not applied as provided in the preceding sentence (i) may be used by the Public College with written notification to the Authority to repair and replace the damaged portions of the Project Facilities, (ii) may be deposited by the Authority with the Trustee for payment into the Debt Service Fund, as provided in the Agreement, or (iii) if there is substantial damage to any portion of the Project Facilities rendering such facilities, in the opinion of the Authority, unsuitable for use for their intended purposes, may be deposited by the Authority, with the consent of the Public College, in the Debt Service Fund to be applied to the extraordinary optional redemption of the Bonds. See "APPENDIX C – FORMS OF PRINCIPAL LEGAL DOCUMENTS" hereto.

THE AUTHORITY

Powers of the Authority

The Authority was duly created under the Act (N.J.S.A. 18A:72A-1 et seq.) as a public body corporate and politic constituting an instrumentality exercising public and essential governmental functions of the State of New Jersey (the "State"). The Act empowers the Authority, among other things, to make loans to public and private colleges and universities for the construction, improvement, acquisition and refinancing of eligible projects in accordance with a lease agreement, a loan agreement or a mortgage approved by the Authority. The Authority is also authorized to provide financing for capital improvements at qualified public libraries.

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The Act provides that the Authority shall not be required to pay taxes or assessments upon any of the property acquired or used by it or under its jurisdiction, control, possession or supervision, or upon its activities in the operation and maintenance of the facilities acquired or constructed for any participating college or university or upon any moneys, revenues or other income received therefrom by the Authority.

Authority Organization and Membership

Under the Act and pursuant to Reorganization Plan 005-2011, the Authority membership consists of the State Treasurer, the Secretary of Higher Education, both *ex officio*, and five citizen members appointed by the Governor of the State (the "Governor") with the advice and consent of the Senate for terms of five years each. The Act provides that deputies of the *ex officio* members may be designated to act on their behalf. Members of the Authority whose terms have expired continue to serve on the Authority until their successors are appointed and qualified. The members of the Authority serve without compensation but are entitled to reimbursement of actual and necessary expenses incurred in the discharge of their official duties.

The present members and officers of the Authority, the dates of expiration of their terms as members, their business affiliations and places of residence are as follows:

Joshua E. Hodes, Chair; term as a member expired April 30, 2014; Partner, Public Strategies Impact; Trenton, New Jersey.

Ridgeley Hutchinson, Vice Chair; term as a member expired April 30, 2015; Executive Director, New Jersey Carpenters Apprentice Training and Educational Fund; Trenton, New Jersey.

The Honorable Elizabeth Maher Muoio, Treasurer; Treasurer, State of new Jersey, *ex officio*.

The Honorable Zakiya Smith Ellis, Secretary of Higher Education, *ex officio*.

Louis A. Rodriguez, P.E.; term as a member expired April 30, 2016; Engineering Consultant; Marlboro, New Jersey.

Eric D. Brophy, Esq., Executive Director, serves as the Secretary to the Authority.

Sheryl A. Stitt, Deputy Executive Director, serves as an Assistant Secretary to the Authority.

Steven P. Nelson, Director of Project Management, serves as an Assistant Secretary to the Authority.

Ellen Yang, Director of Compliance Management, serves as an Assistant Secretary to the Authority.

Brian Sootkoos, Director of Finance/Controller, serves as the Assistant Treasurer to the Authority

Outstanding Obligations of the Authority

As of December 31, 2018, the Authority has heretofore authorized and issued its obligations in a total outstanding amount of \$4,963,318,355 to finance eligible projects at certain of the participating public and private colleges and universities and public libraries located in the State.

Commented [A1]: We will add 2019 numbers in June if they are available. These are our most recent audited numbers.

The Authority has never defaulted in payment of the maturing principal of or interest on any of its obligations.

STATE OF NEW JERSEY HIGHER EDUCATION

Pursuant to Governor Christie's Reorganization Plan 005-2011, the Commission on Higher Education (the "Commission") has been abolished and the responsibilities, duties and authorities of the former Commission have been transferred to the Secretary of Higher Education.

The former Commission, established by the Higher Education Restructuring Act of 1994, provided coordination, planning, policy development and advocacy for the State's higher education system. The Commission was also responsible for institutional licensure and the administration of the Educational Opportunity Fund and other programs.

The New Jersey Higher Education system serves as the principal advocate for an integrated system of higher education which provides a broad scope of higher education programs and services. The system includes both thirty (30) public and fifty-nine (59) independent institutions and enrolls over 420,000 full-time and part-time credit seeking students Statewide.

The thirty (30) public colleges and universities are comprised of Rutgers, The State University of New Jersey ("Rutgers University"); Rowan University; the New Jersey Institute of Technology; and Montclair State University; two (2) state colleges and five (5) state universities; and nineteen (19) community colleges. Pursuant to the New Jersey Medical and Health Services Restructuring Act, effective July 1, 2013, all liabilities and debt of the University of Medicine and Dentistry of New Jersey ("UMDNJ") and its assets were transferred to Rutgers University, Rowan University and University Hospital, and UMDNJ, as a legal entity, ceased to exist. The fifty-nine (59) independent institutions include fifteen (15) senior colleges and universities with a public mission, one (1) independent two-year religious college, thirty (30) rabbinical schools and theological seminaries and twelve (12) proprietary institutions with degree-granting authority, and one independent three-year college.

RATINGS

Moody's Investors Service, Inc. ("Moody's"), S&P Global Ratings, acting through Standard & Poor's Financial Services, LLC ("S&P"), and Fitch Ratings ("Fitch") have assigned their municipal bond ratings of "___" (stable outlook), "___" (stable outlook) and "___" (stable outlook), respectively, to the Bonds. Any desired explanation of the significance of such ratings should be obtained from Moody's, S&P and Fitch, respectively. There is no assurance that a

particular rating will pertain for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the rating agency furnishing such rating, circumstances so warrant. Any downward revision or withdrawal of any such ratings could have an adverse effect on the market price or marketability of the Bonds.

A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

TAX MATTERS

General

In the opinion of Bond Counsel, interest on the Bonds is included in gross income for federal income tax purposes.

The following is a summary of certain United States federal income tax consequences of the ownership of the Bonds as of the date hereof. Each prospective investor should consult with its own tax advisor regarding the application of United States federal income tax laws, as well as any state, local, foreign or other tax laws, to its particular situation.

This summary is based on the Code, as well as Treasury Regulations and administrative and judicial rulings and practice. Legislative, judicial and administrative changes may occur, possibly with retroactive effect, that could alter or modify the continued validity of the statements and conclusions set forth herein. This summary is intended as a general explanatory discussion of the consequences of holding the Bonds generally and does not purport to furnish information in the level of detail or with the investor's specific tax circumstances that would be provided by an investor's own tax advisor. For example, this summary is addressed only to original purchasers of the Bonds that are "U.S. holders" (as defined below), deals only with Bonds held as capital assets within the meaning of Section 1221 of the Code and does not address tax consequences to holders that may be relevant to investors subject to special rules. In addition, this summary does not address alternative minimum tax issues or the indirect consequences to a holder of an equity interest in the Series 2016 G Bonds.

As used herein, a "U.S. holder" is a "U.S. person" that is a beneficial owner of a Bond. A "non-U.S. investor" is a holder (or beneficial owner) of a Series 2016 G Bond that is not a U.S. person. For these purposes, a "U.S. person" is a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States or any political subdivision thereof (except, in the case of a partnership, to the extent otherwise provided in Treasury Regulations), an estate the income of which is subject to United States federal income taxation regardless of its source or a trust if (i) a United States court is able to exercise primary supervision over the trust's administration, and (ii) one or more United States persons have the authority to control all of the trust's substantial decisions.

Sale or Redemption of the Bonds

A bondowner's tax basis for a Bond is the price such owner pays for the Bond plus amounts of any original issue discount included in income, reduced on account of any payments received (other than "qualified periodic interest" payments) and any amortized premium. Gain or

loss recognized on a sale, exchange or redemption of a Series 2016 G Bond, measured by the difference between the amount realized and the basis of the Series 2016 G Bond as so adjusted, will generally give rise to capital gain or loss if the Series 2016 G Bond is held as a capital asset.

Possible Recognition of Taxable Gain or Loss upon Defeasance of Bonds

Defeasance of any Series 2016 G Bonds may result in a deemed exchange under Section 1001 of the Code, in which event the holder of such Series 2016 G Bond will recognize taxable gain or loss in an amount equal to the difference between the amount realized from the deemed exchange (less any accrued qualified stated interest which will be taxable as such) and the holder's adjusted basis in such Series 2016 G Bond.

Backup Withholding

A bondowner may, under certain circumstances, be subject to "backup withholding" (currently the rate of this withholding tax is 28%, but may change in the future) with respect to interest or original issue discount on the Bonds. This withholding generally applies if the owner of a Bond (a) fails to furnish the Authority with its taxpayer identification number; (b) furnishes the Authority an incorrect taxpayer identification number; (c) fails to report properly interest, dividends or other "reportable payments" as defined in the Code; or (d) under certain circumstances, fails to provide the Authority with a certified statement, signed under penalty of perjury, that the taxpayer identification number provided is its correct number and that the holder is not subject to backup withholding. Backup withholding will not apply, however, with respect to certain payments made to bondowners, including payments to certain exempt recipients (such as certain exempt organizations) and to certain Nonresidents (as defined below). Owners of the Series 2016 G Bonds should consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining the exemption.

The amount of "reportable payments" for each calendar year and the amount of tax withheld, if any, with respect to payments on the Series 2016 G Bonds will be reported to the bondowners and to the Internal Revenue Service.

Foreign Bondowners

Under the Code, interest and original issue discount income with respect to Bonds held by nonresident alien individuals, foreign corporations or other non-United States persons ("Nonresidents") generally will not be subject to the United States withholding tax (or backup withholding) if the Authority (or other person who would otherwise be required to withhold tax from such payments) is provided with an appropriate statement that the beneficial owner of the Bonds is a Nonresident. The withholding tax may be reduced or eliminated by an applicable tax treaty, if any. Notwithstanding the foregoing, if any such payments are effectively connected with a United States trade or business conducted by a Nonresident bondowner, they will be subject to regular United States income tax, but will ordinarily be exempt from United States withholding tax.

ERISA

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The Employees Retirement Income Security Act of 1974, as amended (“ERISA”), and the Code generally prohibit certain transactions between a qualified employee benefit plan under ERISA (an “ERISA Plan”) and persons who, with respect to that plan, are fiduciaries or other “parties in interest” within the meaning of ERISA or “disqualified persons” within the meaning of the Code. All fiduciaries of ERISA Plans, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in any Bonds.

In all events, all investors should consult their own tax advisors in determining the federal, state, local and other tax consequences to them of the purchase, ownership and disposition of the Bonds.

IRS Circular 230 Disclosure

To ensure compliance with requirements imposed by the Internal Revenue Service, any purchaser of a Bonds is hereby informed that (i) any U.S. federal tax advice contained in this Official Statement (including any appendices) is not intended or written by Bond Counsel to the Authority to be used, and that it cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer under the Code; (ii) such advice is written to support the promotion or marketing of the transaction(s) or matter(s) addressed by the written advice; and (iii) the taxpayer should seek advice based on the taxpayer’s particular circumstances from an independent tax advisor.

New Jersey Gross Income Tax

In the opinion of Bond Counsel, the interest on the Bonds and any gain realized on the sale of the Bonds are not includable as gross income under the New Jersey Gross Income Tax Act.

Future Events

Tax legislation, administrative action taken by tax authorities and court decisions, whether at the federal or State level, may adversely affect the exclusion of interest on and any gain realized on the sale of the Bonds under the existing New Jersey Gross Income Tax Act, and any such legislation, administrative action or court decisions could adversely affect the market price or marketability of the Bonds.

EACH PURCHASER OF THE BONDS SHOULD CONSULT HIS OR HER OWN ADVISOR REGARDING ANY CHANGES IN THE STATUS OF PENDING OR PROPOSED FEDERAL OR NEW JERSEY STATE TAX LEGISLATION, ADMINISTRATIVE ACTION TAKEN BY TAX AUTHORITIES OR COURT DECISIONS.

ALL POTENTIAL PURCHASERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS IN ORDER TO UNDERSTAND THE IMPLICATIONS OF THE CODE.

CONTINUING DISCLOSURE

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The Securities and Exchange Commission (the “SEC”), pursuant to the Securities Exchange Act of 1934, as amended and supplemented, has adopted amendments to its Rule 15c2-12 (“Rule 15c2-12”) effective July 3, 1995, which generally prohibit a broker, dealer or municipal securities dealer (“Participating Underwriter”) from purchasing or selling municipal securities, such as the Bonds, unless the Participating Underwriter has reasonably determined that an issuer of municipal securities or an obligated person has undertaken in a written agreement or contract for the benefit of holders of such securities to provide certain annual financial information and event notices to the Municipal Securities Rulemaking Board.

On the date of delivery of the Bonds, the Public College will enter into a Continuing Disclosure Agreement with the Trustee, acting as Dissemination Agent, for the benefit of the holders of the Bonds pursuant to which the Public College will agree to comply on a continual basis with the disclosure requirements of Rule 15c2-12. Specifically, the Public College will covenant in the Continuing Disclosure Agreement to provide certain financial information and operating data relating to the Public College by not later than December 27th of each fiscal year, commencing with the fiscal year of the Public College ending June 30, 2020 (or within one hundred eighty (180) days after the end of its fiscal year should the fiscal year of the Public College change) (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events. The financial information to be provided in each Annual Report generally will be consistent with the information set forth in “APPENDIX B – FINANCIAL STATEMENTS OF THE COLLEGE OF NEW JERSEY FOR THE FISCAL YEAR ENDED JUNE 30, 2019” hereto. The operating data to be provided in each Annual Report generally will be similar to the statistical information set forth in “APPENDIX A – THE COLLEGE OF NEW JERSEY” hereto. The specific nature of the information to be contained in the Annual Report or the notices of material events is set forth in the Continuing Disclosure Agreement, a form of which is included in its entirety as Appendix E hereto.

The Annual Report will be filed, or caused to be filed, by the Public College with the Municipal Securities Rulemaking Board. The notices of material events will be filed, or caused to be filed, by the Public College with the Municipal Securities Rulemaking Board.

[The Public College notes the following: Pursuant to the terms of its prior continuing disclosure undertakings (“Prior Undertakings”) pursuant to Rule 15c2-12, for the fiscal year ended June 30, 2011, the Public College’s Annual Reports due to be filed on December 27, 2011 were filed on December 28, 2011.]

LEGALITY FOR INVESTMENT

Pursuant to the Act, all bonds, notes, and other obligations, including the Bonds, issued by the Authority under the provisions of the Act are securities in which the State and all political subdivisions of the State, their officers, boards, commissions, departments or other agencies; all banks, bankers, savings banks, trust companies, savings and loan associations, investment companies, and other persons carrying on a banking business; all insurance companies, insurance associations, and other persons carrying on an insurance business; all administrators, executors, guardians, trustees and other fiduciaries; and all other persons whatsoever who now are or may hereafter be authorized to invest in bonds or other obligations of the State may properly and

legally invest any funds including capital belonging to them or within their control. Bonds, notes or other securities or obligations of the Authority are also securities which may properly and legally be deposited with and received by any State or municipal officer or agency of the State for any purpose for which the deposit of bonds or other obligations of the State is authorized by law.

PLEDGE OF STATE NOT TO AFFECT RIGHTS OF BONDHOLDERS

Pursuant to the provisions of the Act, the State has pledged to and agrees with the holders of the Bonds issued pursuant to authority contained in the Act, and with those parties who may enter into contracts with the Authority pursuant to the provisions of the Act, that the State will not limit, alter or restrict the rights vested by the Act in the Authority and the participating colleges (as defined in the Act) to maintain, construct, reconstruct and operate any project (as defined in the Act) or to establish and collect such rents, fees, receipts or other charges as may be convenient or necessary to produce sufficient revenues to meet the expenses of maintenance and operation thereof and to fulfill the terms of any agreements made with holders of the Bonds authorized by the Act, and with the parties who may enter into contracts with the Authority pursuant to the provisions of the Act, or in any way impair the rights or remedies of such holders of the Bonds or such parties until the Bonds, together with interest thereon, are fully paid and discharged and such other contracts are fully performed on the part of the Authority.

LEGAL MATTERS SUBJECT TO APPROVAL OF COUNSEL

All legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, Bond Counsel to the Authority. Copies of the approving opinion of Bond Counsel, a form of which is attached hereto as "APPENDIX D – FORM OF OPINION OF BOND COUNSEL," will be available at the time of the delivery of the Bonds. Certain legal matters will be passed upon for the Underwriters by Connell Foley LLP, Jersey City, New Jersey.

LITIGATION

The Authority

There is no litigation pending or, to the knowledge of the Authority, threatened, seeking to restrain or enjoin the issuance or delivery of the Bonds or questioning or affecting the validity of the Bonds or the proceedings or authority under which the Bonds are to be issued. There is no litigation pending or, to the Authority's knowledge, threatened, which in any manner questions the right of the Authority to adopt the Resolution, to enter into the Indenture or the Agreement or to secure the Bonds in the manner herein described.

The Public College

There is no litigation pending or, to the knowledge of the Public College, threatened, contesting the Public College's ability to enter into the Agreement, nor is there any litigation

pending or, to the knowledge of the Public College, threatened, which, if adversely determined, would materially adversely affect the financial condition or operation of the Public College, the transactions described in this Official Statement or the validity of the Bonds or the Agreement.

VERIFICATION OF MATHEMATICAL CALCULATIONS

Causey Demgen & Moore P.C. (the "Verification Agent") will verify from the information provided to them the mathematical accuracy, as of the date of delivery of the Bonds, of (i) the computations contained in the provided schedules to determine that the maturing principal amounts of the Defeasance Securities to be deposited into the Series _____ Escrow Fund, and the interest payments to be made thereon, together with other available amounts on deposit in the Escrow Fund, will be sufficient to pay, when due, the principal or Redemption Price of and interest on the Series _____ Bonds to be Refunded, (ii) the arithmetical computations of the adequacy of the principal of and interest on the Government Obligations to be deposited into the Crossover Escrow Fund to pay, when due, the interest on the Bonds allocable to the refunding of the Series _____ Bonds to be Refunded to July 1 _____ (the first optional redemption date of the Series _____ Bonds to be Refunded, and (iii) the mathematical computations supporting the conclusion of Bond Counsel that the Bonds are not "arbitrage bonds" under Section 148 of the Code. The Verification Agent will express no opinion on the assumptions provided to it.

FINANCIAL ADVISOR TO THE PUBLIC COLLEGE

The Public College has retained Callowhill Capital Advisors, as Financial Advisor in connection with certain aspects of issuance of the Bonds. Callowhill Capital Advisors has provided advice on the plan of finance, the structure of the plan of finance and the structure of the issue and has reviewed and commented on certain legal documents. _____ has not been engaged nor has it undertaken to make an independent verification of the Bonds or to guarantee the accuracy, completeness or fairness of the information in this Official Statement. _____ is an independent financial advisory firm, is registered as a Municipal Advisor with the SEC and the Municipal Securities Rulemaking Board and is not engaged in the underwriting, marketing or trading of municipal securities or other negotiable instruments.

INDEPENDENT AUDITORS

The basic financial statements of The College of New Jersey as of June 30, 2019, and for the year then ended, included in APPENDIX B to this Official Statement, have been audited by KPMG LLP, independent auditors, as stated in their report appearing in APPENDIX B to this Official Statement.

UNDERWRITING

Morgan Stanley & Co. LLC, as representative (the "Representative") of the underwriters of the Bonds shown on the cover page hereof (the "Underwriters"), has agreed to purchase the Bonds pursuant to the terms of a contract of purchase, by and among the Authority, the Public

College and the Underwriters, at an aggregate purchase price of \$_____ (said aggregate purchase price reflecting the par amount of the Bonds, less an Underwriters' discount of \$_____). The Underwriters will be obligated to purchase all of the Bonds if any Bonds are purchased. The Underwriters intend to offer the Bonds to the public initially at the offering yields set forth on the inside cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriters may offer and sell Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at yields higher than the initial public offering yields.

The Representative and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Representative and its affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Authority for which they received or will receive customary fees and expenses. In addition, affiliates of the Representative are lenders, and in some cases agents or managers for the lenders, under our credit facility.

In the ordinary course of their various business activities, the Representative and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

The following paragraph has been furnished by Morgan Stanley & Co. LLC for inclusion in this Official Statement. Neither the Authority nor the Public College guarantees the accuracy or completeness of the information contained in such paragraph and such information is not to be construed as a representation of the Authority or the Public College.

Morgan Stanley an underwriter of the Bonds, has entered into a retail distribution arrangement with Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Bonds.

MISCELLANEOUS

The Appendices attached to this Official Statement are hereby expressly incorporated as a part hereof. The Authority has not participated in the making of statements contained within this Official Statement other than the information under the headings, "THE AUTHORITY" and "LITIGATION – The Authority", and does not represent that any such statements are accurate or complete for purposes of investors making an investment decision with respect to the Bonds. Except as otherwise stated, the Authority makes no representations or warranties whatsoever with respect to the information contained herein. The Official Statement is not to be construed

CONNELL FOLEY DRAFT
MAY 22, 2020

as a contract or agreement between or among the Authority, the Public College or the purchasers or Beneficial Owners of any of the Bonds.

The foregoing summaries of the provisions of the Act, the Resolution, the Indenture, the Bonds, the Agreement, the Series [2013A, 2015 G, 2016F and 2016G] Escrow Agreement, the Series 2010 B Escrow Agreement and the Continuing Disclosure Agreement do not purport to be complete and are made subject to the detailed provisions thereof to which reference is hereby made. Copies of the above and of the most recent financial statements of the Authority are available for inspection at the office of the Authority.

The description of the Public College contained in "APPENDIX A – THE COLLEGE OF NEW JERSEY" to this Official Statement has been provided by the Public College.

The Financial Statements of the Public College for the fiscal year ended June 30, 2019 are included in "APPENDIX B - FINANCIAL STATEMENTS OF THE COLLEGE OF NEW JERSEY FOR THE FISCAL YEAR ENDED JUNE 30, 2019" to this Official Statement and have been provided by the Public College.

The information herein regarding DTC and its book-entry system has been provided by DTC.

This Official Statement has been executed and delivered by the Authority and the Public College.

**NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY**

By: _____
Name: Eric D. Brophy
Title: Executive Director

THE COLLEGE OF NEW JERSEY

By: _____
Name: Lloyd Ricketts
Title: Treasurer/Vice President

Dated: _____, 2020

CONNELL FOLEY DRAFT
MAY 22, 2020

APPENDIX A

THE COLLEGE OF NEW JERSEY

APPENDIX B

**FINANCIAL STATEMENTS OF THE COLLEGE OF NEW JERSEY
FOR THE FISCAL YEAR ENDED JUNE 30, 2019**

APPENDIX C

FORMS OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

APPENDIX E

FORM OF
CONTINUING DISCLOSURE AGREEMENT

APPENDIX F

SUMMARY OF BONDS TO BE REFUNDED

Series _____ Bonds to be Refunded

<u>Series</u>	<u>Bonds</u>	<u>Outstanding Par Amount</u>	<u>Dated Date</u>	<u>CUSIP No.</u>
---------------	--------------	-----------------------------------	-------------------	------------------

Series _____ Bonds to be Refunded

<u>Series</u>	<u>Bonds</u>	<u>Outstanding Par Amount</u>	<u>Dated Date</u>	<u>CUSIP No.</u>
---------------	--------------	-----------------------------------	-------------------	------------------

\$ _____
**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUE
SERIES 2020 D (Federally Taxable)**

CONTRACT OF PURCHASE

_____, 2020

New Jersey Educational Facilities Authority
103 College Road East
Princeton, New Jersey 08540-6612

The College of New Jersey
Office of the Treasurer
2000 Pennington Road
Ewing, New Jersey 08628

Ladies and Gentlemen:

Morgan Stanley & Co. LLC (the “Representative”) on behalf of ourselves and the underwriters named on the list attached hereto and incorporated herein by this reference as Schedule I (the Representative and said underwriters are hereinafter collectively referred to as the “Underwriters”), hereby offers to enter into this Contract of Purchase (this “Purchase Contract”) with you, the New Jersey Educational Facilities Authority (the “Authority”) and The College of New Jersey (the “Public College”), which, upon your acceptance of this offer, will be binding upon the Authority, the Public College and the Underwriters. This offer is made subject to the acceptance by the Authority and the Public College at or prior to 6:00 p.m., prevailing Eastern Standard Time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon written notice delivered to the Authority at any time prior to acceptance hereof by the Authority. Certain capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Indenture (as defined herein).

1. **Purchase and Sale of the Bonds and Payment of Underwriters’ Discount.** On the basis of the representations, warranties, covenants and agreements herein contained or referred to, but subject to the terms and conditions herein set forth, the Underwriters hereby agree to purchase from the Authority for offering to the public, and the Authority hereby agrees to sell to the Underwriters, all (but not less than all) of its \$ _____ New Jersey Educational Facilities Authority Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable) (the “Bonds”), at an aggregate purchase price equal to \$ _____ (such purchase price reflecting an Underwriters’ discount of \$ _____ in connection with the Bonds). The Bonds will be issued under and pursuant to a Resolution adopted by the Authority on May 26, 2020 (the “Resolution”) and a Trust Indenture, dated as of July 1, 2020 (the “Indenture”), between the Authority and U.S. Bank National Association, Edison, New Jersey, as

trustee (the "Trustee"). The Bonds will be issued in the principal amounts, at interest rates and maturing on the dates, specified on the Pricing Summary attached as Exhibit A hereto and having the other redemption provisions as set forth in the Indenture.

The Authority is issuing the Bonds for the purpose of providing funds to finance the Refunding Project consisting of: (i) the refunding of all or a portion of the Authority's outstanding (a) Revenue Refunding Bonds, The College of New Jersey Issues, [Series 2013A, 2015G, 2016F and 2016G] (collectively, the "Bonds to be Refunded") and (ii) paying certain costs of issuing the Bonds. In order to effect the advance refunding of the [Series 2013A, 2015G, 2016F and 2016G] Bonds to be Refunded, a portion of the proceeds of the Bonds, together with other available Authority funds held by the Trustee, if any, will be deposited with U.S. Bank National Association, as escrow agent ("U.S. Bank" or "Escrow Agent"), under an Escrow Deposit Agreement (the "Series 2013A, 2015G, 2016F and 2016G] Escrow Agreement") between the Authority and U.S. Bank in an amount sufficient to redeem the Series 2013A, 2015G, 2016F and 2016G] Bonds to be Refunded in full on their earliest redemption date and to pay interest up to and on the redemption date.

The Bonds shall be issued pursuant to and in accordance with the provisions of the New Jersey Educational Facilities Authority Law, being Chapter 72A of Title 18A of the New Jersey Statutes, as enacted by Chapter 271 of the Laws of 1967, as amended and supplemented (the "Act"), the Resolution and the Indenture. The Bonds shall be dated, shall mature, shall be redeemable and shall otherwise be as described in the form of the final Offering Memorandum of the Authority, with such additions, deletions and modifications as may be approved by the Representative and approved by the Chair, Vice Chair, Executive Director, Deputy Executive Director, Director of Project Management, Director of Compliance Management, Treasurer, Secretary or any Assistant Secretary of the Authority (each, an "Authorized Officer"). Execution by an Authorized Officer shall be conclusive as to approval. The final Offering Memorandum relating to the Bonds dated the date hereof, as executed, together with the cover page, any and all Appendices, exhibits, reports and summaries included therein or attached thereto, is herein called the "Offering Memorandum". The Bonds will be issued in authorized denominations of \$5,000 and any integral multiple of \$1,000 in excess thereof, and shall be fully registered in the form authorized by the Indenture.

Pursuant to Executive Order No. 9 (Codey 2004), dated and effective as of December 6, 2004, it is the policy of the State of New Jersey (the "State") that in all cases where bond underwriting services are or may be required by the State or any of its departments, agencies or independent authorities, including the Authority, such department, agency or independent authority shall deal directly with the principals of the underwriting firms or their registered lobbyists. The department, agency or independent authority shall not discuss, negotiate or otherwise interact with any third-party consultant, other than principals of underwriting firms and their registered lobbyists, with respect to the possible engagement of the firm to provide bond underwriting services. Compliance with Executive Order No. 9 is a material term and condition of this Purchase Contract and binding upon the parties hereto, including the Underwriters.

Each of the Authority, the Public College and the Representative is acting for its own account and has made its own independent decision to enter into this Purchase Contract, and this Purchase Contract is appropriate and proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. None of the Authority, the Public College or the

Representative is acting as a fiduciary for or as an advisor to the other in respect of this Purchase Contract.

2. **Delivery of the Bonds; Public Offering of the Bonds.** The Underwriters agree to make a *bona fide* public offering of the Bonds at the prices no higher than, or yields no lower than, those shown on the inside front cover page of the Offering Memorandum, but the Underwriters, reserve the right to lower such initial prices, or increase such yields, as they shall deem necessary in connection with the marketing of the Bonds. The Underwriters may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower, or yields higher, than the initial public offering price or prices or yield or yields, as the case may be, set forth on the inside front cover page of the Offering Memorandum. The Underwriters reserve the right: (i) to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time without prior notice

Delivery of the Bonds in definitive registered form, duly executed and authenticated, bearing CUSIP numbers, without coupons, with one Bond for each interest rate within a maturity for each of the Series F Bonds and the Series G Bonds, registered in the name of The Depository Trust Company (“DTC”), or its nominee, Cede & Co., shall be made to the Trustee, as custodian for DTC, at the Closing Time (as hereinafter defined), at such address as the Representative shall direct. Delivery of related documentation shall be made at the offices of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey (“Bond Counsel”), at the Closing Time. Payment of the purchase price for the Bonds shall be made in Federal Reserve Funds or other immediately available funds at 10:00 a.m. New York time, on _____, 2020, or such other time or date as shall be mutually agreed upon by the Authority and the Underwriters. The delivery of and payment for the Bonds are herein called the “Closing”, the date of such delivery and payment is herein called the “Closing Date”, and the hour and date of such delivery and payment is herein called the “Closing Time”. The Bonds shall be available for examination by the Underwriters at least twenty-four (24) hours prior to the Closing Time.

The Authority has previously authorized the distribution of the Preliminary Offering Memorandum, dated _____, 2020 relating to the Bonds (the “Preliminary Offering Memorandum”), which the Authority hereby “deems final” as of its date within the meaning of Rule 15c2-12 promulgated under the provisions of the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”). The Authority shall deliver or cause to be delivered to the Underwriters, within seven (7) business days after the date of this Purchase Contract (but in no event later than one (1) business day prior to the Closing), an electronic copy, subject to customary disclaimers regarding the transmission of electronic copies, of the Offering Memorandum in the currently required designated format stated in the Municipal Securities Rulemaking Board (“MSRB”) Rule G-32 and the EMMA Dataport Manual (as hereinafter defined). By acceptance of this Purchase Contract, the Authority authorizes the use by the Underwriters of the Offering Memorandum in connection with the public offering and sale of the Bonds. Within one (1) business day after the receipt of the Offering Memorandum from the Authority, but in no event later than the Closing Date, the Representative shall, at its sole expense, submit the Offering Memorandum to EMMA (as hereinafter defined). The Representative will comply with the provisions of MSRB Rule G-32 as in effect on the date hereof, including without limitation the submission of Form G-32 and the Offering Memorandum, and notify the Authority of the date on which the Offering Memorandum has been filed with EMMA.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access system, or any other electronic municipal securities information access system designated by the MSRB for collecting and disseminating primary offering documents and information.

“EMMA Dataport Manual” shall mean the document(s) designated as such published in the MSRB from time to time setting forth the processes and procedures with respect to submissions to be made to the primary market disclosure service of EMMA by underwriters under MSRB Rule G-32.

3. **Representations, Warranties and Agreements of the Authority.** By its acceptance hereof, the Authority hereby represents and warrants to, and agrees with, the Underwriters that:

(a) The Authority is a public body corporate and politic constituting a political subdivision of the State, established as an instrumentality, created by and organized pursuant to the Act.

(b) The Authority has complied with all provisions of the laws of the State pertaining to the authorization, sale and issuance of the Bonds, including the Act, and no further approvals are necessary to be obtained prior to the issuance of the Bonds and the Authority has full power and authority to: (i) finance the Refunding Project; (ii) execute and deliver the Offering Memorandum; (iii) execute, issue, sell, deliver and perform its obligations under the Bonds; (iv) execute, deliver and perform its obligations under the Resolution, the Indenture, a Lease and Agreement, dated as of July 1, 2020 (the “Lease Agreement”), by and between the Authority and the Public College relating to the Refunding Project, the Escrow Agreements, and this Purchase Contract; and (v) carry out and consummate all transactions contemplated by the Bonds, the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements, and this Purchase Contract and as described in the Offering Memorandum and any and all other agreements relating thereto.

(c) The information and statements in the Offering Memorandum relating to the Authority under the captions, “INTRODUCTORY STATEMENT”, “THE AUTHORITY” and “LITIGATION - The Authority” are, as of the date hereof, true and correct in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make statements contained therein, in light of the circumstances under which they were made, not misleading.

(d) The Authority will advise the Underwriters promptly of any proposal to amend or supplement the Offering Memorandum pursuant to Section 7 hereof and will not affect any such amendment or supplement without the consent of the Public College and the Underwriters. The Authority will advise the Underwriters promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Offering Memorandum in connection with the offering, sale or distribution of the Bonds.

(e) The Bonds, the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements, and this Purchase Contract (assuming the due execution and delivery by the other respective parties thereto) constitute, or upon execution will constitute, legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their respective

terms except to the extent that (i) the enforcement thereof may be limited or affected by bankruptcy, insolvency, reorganization or other laws or equitable principles affecting creditors' rights generally; and (ii) equitable remedies, such as specific performance and injunctive relief, being discretionary, may be denied in a particular instance, and the Bonds, when delivered to and paid for by the Underwriters at the Closing will be in conformity with the description thereof in the Offering Memorandum and will be in conformance with, and entitled to the benefits of the provisions of, the Act, the Resolution, the Indenture, the Escrow Agreements, and the Lease Agreement.

(f) Except as set forth in the Offering Memorandum dated the date hereof, as of the date hereof, there is not any action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board, governmental agency or body pending against the Authority, and, to the knowledge of the Authority, no such action is threatened against the Authority, (i) in any way contesting or questioning the due organization and lawful existence of the Authority or the title of any of the officers, employees or members of the Authority to their offices, or (ii) seeking to restrain or to enjoin the sale, issuance or delivery of the Bonds, or the pledging of revenues including, but not limited to Lease Payments and other funds of the Authority referred to in the Indenture, or (iii) in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements or this Purchase Contract, or (iv) contesting in any way the completeness or accuracy of the Offering Memorandum, or (v) contesting the powers of the Authority or its authority with respect to the Bonds, the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements or this Purchase Contract.

(g) The execution or adoption, as applicable, and delivery of, and performance of the Authority's obligations under, the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements or this Purchase Contract and the other agreements contemplated thereby or hereby, the execution and delivery of the Offering Memorandum, the execution, sale, issuance and delivery of the Bonds, and the consummation of all transactions to which the Authority is a party contemplated by the Bonds, the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements, this Purchase Contract or the Offering Memorandum have been duly authorized by all necessary action on the part of the Authority and do not and will not conflict with the Act, or constitute on the Authority's part a breach of or a default under any existing law or administrative regulation, decree or order or any agreement, indenture, mortgage, loan or other instrument to which the Authority is subject or by which the Authority is bound.

(h) Any certificate signed by any of the Authority's Authorized Officers and delivered to the Underwriters shall be deemed a representation and warranty by the Authority to the Underwriters as to the statements made therein with the same effect as if such representation or warranty was set forth herein.

(i) The Authority will pay or cause to be paid, but only from the proceeds of the Bonds or other moneys provided by the Public College, all expenses incident to the performance of its obligations under this Purchase Contract and the fulfillment of the conditions imposed hereunder, including but not limited to, the cost of preparing, executing, printing, engraving, photocopying, mailing and delivery of the Bonds in the form required hereby, the Preliminary Offering Memorandum, the Offering Memorandum (not to exceed two hundred fifty (250) copies) and the Indenture; the fees and disbursements of the Trustee and Escrow Agent and its counsel in connection with the issuance of the Bonds and the refunding of the Bonds to be

Refunded; the fees and expenses of Bond Counsel and the fees and expenses of obtaining credit ratings, or any attorneys, auditors, consultants or other parties retained by the Authority or the Public College in connection with the transaction contemplated herein; any expenses incurred on behalf of the Authority's or the Public College's employees which are incidental to the issuance of the Bonds, including but not limited to meals, transportation and lodging of those employees; and all other expenses relating to the sale and delivery of the Bonds, except those expressly provided for in the following sentence. The Authority shall be under no obligation to pay any expenses incident to the performance of the obligations of the Underwriters hereunder, including fees and disbursements of Underwriters' Counsel, "Blue Sky" filing fees or advertising expenses in connection with the public offering of the Bonds. If the Closing does not occur as a result of the failure of the Public College to meet its obligations under this Purchase Contract, the Public College shall pay all expenses incurred by the Authority and the Underwriters.

(j) None of the officers, members, agents, consultants or employees of the Authority shall be personally liable for the performance of any obligation under this Purchase Contract.

(k) The cost of any meals and/or travel of representatives of the Authority shall be paid by the Authority.

4. **Representations, Warranties and Agreements of the Public College.** By its acceptance hereof the Public College hereby represents and warrants to, and agrees with, the Underwriters that:

(a) The Public College is a validly existing State College and in good standing under the laws of the State with full power and authority to authorize, execute and deliver the Lease Agreement, the Continuing Disclosure Agreement, dated as of _____, 2020 (the "Continuing Disclosure Agreement"), by and between the Public College and the Trustee, acting as dissemination agent, with respect to the Bonds, this Purchase Contract and the Offering Memorandum.

(b) No authorization, consent, approval or review of any court or public or governmental body or regulatory authority is required for the authorization, execution and delivery by the Public College of the Lease Agreement, the Continuing Disclosure Agreement, this Purchase Contract and the Offering Memorandum, or for any action by the Public College taken in connection with the transactions contemplated thereby or hereby, which has not been obtained or effected to the extent such may be presently obtained or effected.

(c) The Public College hereby ratifies and consents to the use by the Underwriters, prior to the date hereof, of the Preliminary Offering Memorandum in connection with the public offering of the Bonds and confirms that it deems the Preliminary Offering Memorandum to be "final" as of its date for purposes of Rule 15c2-12, except for the information not required to be included therein under Rule 15c2-12.

(d) The Public College (A) has taken all action necessary to (1) authorize, execute and deliver the Lease Agreement, the Continuing Disclosure Agreement and this Purchase Contract; and (2) authorize the use and distribution by the Underwriters of copies of the Offering Memorandum in connection with the public offering and sale of the Bonds; and (B) hereby authorizes the use and distribution of copies of the Offering Memorandum by the Underwriters in connection with the public offering and sale of the Bonds.

If, during the period from the date hereof, to and including the date which is twenty-five (25) days from the end of the underwriting period (as determined in accordance with Section 7 hereof), there shall exist any event which, in the opinion of the Underwriters or in the opinion of the Authority or the Public College, requires a supplement or amendment to the Offering Memorandum so that it will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading, or it is necessary to amend or supplement the Offering Memorandum to comply with law, the Public College will cooperate with the Authority, at the Public College's expense, to supplement or amend the Offering Memorandum, in a form and in a manner approved by the Underwriters and the Authority, so that the statements in the Offering Memorandum as so amended and supplemented, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances existing at the time the Offering Memorandum, as so amended and supplemented, is delivered to a prospective purchaser of the Bonds, not misleading, or so that the Offering Memorandum will comply with law.

(e) The information and statements in the Offering Memorandum relating to the Public College, the Refunding Project and the Bonds under the captions, "INTRODUCTORY STATEMENT", "PLAN OF FINANCE", "ESTIMATED SOURCES AND USES OF FUNDS", "DESCRIPTION OF THE BONDS", "ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS", "SECURITY FOR THE BONDS", DISCLOSURES REGARDING COVID-19", "CONTINUING DISCLOSURE", "LITIGATION - The Public College", and in APPENDICES A and B thereto, as of the date hereof, are accurate in all material respects and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, and as of the date hereof and at all times subsequent thereto during the period up to and including the twenty-five (25) days subsequent to the end of the underwriting period, the information and statements in the Offering Memorandum relating to the Public College, the Refunding Project and the Bonds under the captions, "INTRODUCTORY STATEMENT", "PLAN OF FINANCE", "ESTIMATED SOURCES AND USES OF FUNDS", "DESCRIPTION OF THE BONDS", "ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS", "SECURITY FOR THE BONDS", "CONTINUING DISCLOSURE", "LITIGATION - The Public College", and in APPENDICES A and B thereto will be true and correct in all material respects and will not contain any untrue statement of a material fact or omit to state any material fact which should be included therein which is necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(f) During the period from the date hereof to and including a date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as determined in accordance with Section 7 hereof), the Public College will advise the Underwriters and the Authority promptly of the institution of any proceedings known to it by any governmental agency relating to the existence of legal powers of the Public College, affecting in any way the Lease Agreement or the Continuing Disclosure Agreement or in which the result may materially adversely affect the financial condition or operation of the Public College.

(g) The Lease Agreement, the Continuing Disclosure Agreement and this Purchase Contract (assuming the due execution and delivery thereof by the other respective parties

thereto) constitute, or upon execution will constitute, legal, valid and binding general obligations of the Public College enforceable in accordance with their respective terms except to the extent that (i) the enforcement thereof may be limited or affected by bankruptcy, insolvency, reorganization or other laws or equitable principles affecting creditors' rights generally, and (ii) equitable remedies, such as specific performance and injunctive relief, being discretionary, may be denied in a particular instance.

(h) Except as set forth in the Offering Memorandum dated the date hereof, there is not any action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board, governmental agency or body pending against the Public College, and, to the knowledge of the Public College, no such action is threatened against the Public College, (i) in any way contesting or questioning the due organization and lawful existence of the Public College or the title of any of the officers or members of the Public College to their offices, or (ii) seeking to restrain or to enjoin the sale, issuance or delivery of the Bonds, or the pledging of revenues and other funds of the Public College referred to in the Indenture, or (iii) in any way contesting or affecting the validity or enforceability of the Lease Agreement, the Continuing Disclosure Agreement or this Purchase Contract, or (iv) contesting in any way the completeness or accuracy of the Offering Memorandum, or (v) contesting the powers of the Public College or its authority with respect to the Lease Agreement, the Continuing Disclosure Agreement or this Purchase Contract.

(i) The execution and delivery of, and performance of the Public College's obligations under the Lease Agreement, the Continuing Disclosure Agreement or this Purchase Contract and the other agreements contemplated thereby or hereby, and the consummation of all transactions to which the Public College is a party as contemplated by the Bonds, the Resolution, the Indenture, the Lease Agreement, this Purchase Contract, the Continuing Disclosure Agreement and as described in the Offering Memorandum have been duly authorized by all necessary action on the part of the Public College, will not violate any provision of the Charter or By-Laws of the Public College, or constitute, on the Public College's part, a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage, loan or other instrument to which the Public College is subject or by which the Public College is or may be bound.

(j) To the best knowledge of the officials of the Public College, after due inquiry, there has been no material adverse change in the financial condition and affairs of the Public College since the end of the fiscal years of the Public College ended June 30, 2019 as shown in the Offering Memorandum in APPENDIX B - "FINANCIAL STATEMENTS OF THE COLLEGE OF NEW JERSEY FOR THE FISCAL YEARS ENDED JUNE 30, 2018 AND 2019" except as set forth in the "DISCLOSURES REGARDING COVID-19" section of the Offering Memorandum.

(k) The financial statements of, and other financial information regarding the Public College in the Preliminary Offering Memorandum and in the Offering Memorandum fairly present the financial position and results of the Public College as of the dates and for the periods therein set forth. The financial statements of the Public College have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Offering Memorandum and in the Offering Memorandum, the other historical financial information set forth in the Preliminary Offering Memorandum and in the Offering Memorandum has been presented on a basis consistent with that of the Public College's

audited financial statements included in the Preliminary Offering Memorandum and in the Offering Memorandum.

(l) Prior to the Closing Date, the Public College will not, without prior written notice to the Underwriters, offer or issue any obligations except as described in or contemplated by the Offering Memorandum.

(m) Any certificate signed by any of the Public College's authorized representatives and delivered to the Underwriters and the Authority shall be deemed a representation and warranty by the Public College to the Underwriters and the Authority as to the statements made therein with the same effect as if such representation or warranty was set forth herein.

(n) The Authority or the Public College has or will have as of the Closing Date good and marketable fee simple title or leasehold title to its properties constituting the Project Facilities (as defined in the Lease Agreement), and the Public College has good and marketable title to its other properties and revenues, subject only to such liens and encumbrances as have been disclosed to the Authority and the Underwriters in writing.

(o) To the best knowledge of the Authorized Officer of the Public College, the Public College has all necessary licenses and permits, if any, required to carry on its business and to operate the Project Facilities. The Public College has not received any notice of an alleged violation and, to the best knowledge of the officers of the Public College; it is not in violation of any zoning, land use or other similar law or regulation applicable to the Project Facilities which could materially adversely affect the operations or financial condition of the Public College.

(p) If the Closing shall not occur as a result of the failure of the Public College to meet its obligations under this Purchase Contract, the Public College shall pay all of the expenses of the Authority and the Underwriters as described in Section 3(i) above.

(q) None of the officers, members, agents or employees of the Public College shall personally be liable for the performance of any obligation under this Purchase Contract.

(r) The Public College has entered or will enter into, in accordance with Rule 15c2-12, the Continuing Disclosure Agreement for the benefit of bondholders to provide or cause to be provided to the MSRB: (a) certain annual financial information, including audited financial statements and operating data, generally consistent with the information contained in the Offering Memorandum (collectively, the "Annual Information"); (b) timely notice of any of the enumerated events identified in Rule 15c2-12 with respect to the Bonds; and (c) timely notice of any failure of the Public College to provide the required Annual Information on or before the date specified in the Continuing Disclosure Agreement. Except as otherwise noted in the Preliminary Offering Memorandum and the Offering Memorandum, the Public College has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure agreement under Rule 15c2-12.

[(s) The Public College has the legal authority to apply and will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Lease Agreement and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.]

(t) Prior to the Closing, the Public College will not take any action within or under its control that will cause any adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Public College.

(u) The cost of any meals and/or travel of representatives of the Public College shall be paid by the Public College.

5. **Representations, Warranties and Agreements of the Representative.** By its acceptance hereof, the Representative hereby represents and warrants to, and agrees with, the Authority and the Public College that:

(a) The Representative is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, having all requisite corporate power and authority to carry on its business as now constituted and has been duly authorized to execute this Purchase Contract and to act hereunder by and on behalf of the Underwriters pursuant to the Agreement among Underwriters dated _____, 2020 (the "AAU").

(b) The Representative has the requisite authority to enter into this Purchase Contract and this Purchase Contract has been duly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery by the Authority and the Public College, is the legal, binding and valid obligation of the Underwriter, enforceable against the Underwriters in accordance with its terms, except that the enforceability thereof may be limited by applicable bankruptcy, insolvency, moratorium or other similar laws or equitable principles affecting creditors' rights or remedies generally.

(c) The Representative has not entered into and, based upon the representations and warranties received by the Representative from the other Underwriters under the AAU, it is not aware that any other Underwriter has entered into any undisclosed financial or business relationships, arrangements or practices required to be disclosed in the Offering Memorandum pursuant to Securities and Exchange Commission Release No. 33-7049; 3433741; FR-42; File No. S7-4-94 (March 9, 1994) or required to be disclosed in the Offering Memorandum pursuant to the MSRB rules.

(d) The Representative represents and warrants for itself, and, in reliance upon the representations and warranties made by the other Underwriters to the Representative in the AAU, for the other Underwriters, that the representative and each Underwriter is in compliance with the provisions of Rules G-37 and G-38 of the MSRB.

(e) The Representative represents and warrants for itself, and in reliance upon the representations and warranties made by the other Underwriters to the Representative in the AAU, for the other Underwriters, that (x) all information, certifications and disclosure statements previously provided in connection with L. 2005, c. 51, enacted March 22, 2005, which codified Executive Order No. 134 (McGreevey 2004), are true and correct as of the date hereof and (y) all such statements have been made with full knowledge that the Authority shall rely upon the truth of the statements contained therein in engaging the Underwriters in connection with this transaction. The Representative for itself, and in reliance upon the representations and warranties made by the other Underwriters to the Representative in the AAU, for the other

Underwriters, agrees to execute and deliver at the Closing a “L. 2005, c. 51 Certification of No Change” in the form attached hereto as Exhibit C.

(f) In accordance with Executive Order No. 9 (Codey 2004), dated and effective as of December 6, 2004, the Representative certifies for itself and, in reliance upon the representations and warranties made by the other Underwriters to the Representative in the AAU, for the other Underwriters, that neither the Representative nor any of the other Underwriters has employed or retained, directly or indirectly, any consultant who will be paid on a contingency basis if the Authority engages such firm to provide such underwriting services in connection with the Bonds.

(g) The Representative represents and warrants for itself, and in reliance upon the representations and warranties made by the other Underwriters to the Representative in the AAU for the other Underwriters, that neither the Representative nor any of the other Underwriters has entered into any financial or business relationships, arrangements or practices with the Authority’s financial advisor, if any or any other participant concerning or relating to the Bonds.

(h) The Representative represents and warrants for itself, and in reliance upon the representations and warranties made by the other Underwriters to the Representative in the AAU, for the other Underwriters, that neither the Representative nor any of the other Underwriters has entered into any financial or business relationships, arrangements or practices with Iran and that each Underwriter has complied with the requirements of N.J.S.A. 52:32-58 and has filed a certification with the Authority that it is not identified on the list of persons engaging in investment activities in Iran.

6. **Conditions to the Underwriters’ Obligations.** The Underwriters’ obligations hereunder shall be subject to the due performance by the Authority and the Public College of their respective obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy of and compliance with the Authority’s and the Public College’s respective representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) On the Closing Date, (i) the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements, the Continuing Disclosure Agreement, and this Purchase Contract shall have been duly authorized, executed, as appropriate, and delivered by the Authority and by the Public College, as appropriate, and each of the foregoing and all related official action of the Authority and of the Public College necessary to issue the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to, in writing, by the Underwriters, (ii) the Authority and the Public College shall have duly adopted and there shall be in full force and effect such additional acts or agreements as shall, in the opinion of Bond Counsel, be necessary in connection with the transactions contemplated thereby, (iii) the Authority shall perform or have performed all of its obligations required under or specified in the Act to be performed at or prior to the Closing, (iv) the Offering Memorandum shall not have been amended or supplemented, except in such manner as may have been agreed to by the Underwriters, the Authority and the Public College, (v) no Event of Default (as defined in the Indenture or in the Lease Agreement) or event which, with the lapse of time or the giving of notice or both would constitute such an Event of Default, shall have occurred and be continuing; and (vi) the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements, and the Continuing Disclosure Agreement shall be fully enforceable in accordance with their respective terms.

(b) The Underwriters shall not have elected to cancel their obligation hereunder to purchase the Bonds, which election shall be made by written notice by the Representative to the Authority only if between the date hereof and the Closing:

(i) any event shall have occurred that, in the reasonable judgment of the Representative, either (A) makes untrue or incorrect in any materially adverse respect any statement or information contained in the Offering Memorandum or (B) is not reflected in the Offering Memorandum but should be reflected therein in order to make the statements and information contained therein not misleading in any materially adverse respect and such event, in the reasonable judgment of the Representative, is such as to materially and adversely affect (x) the marketability of the Bonds, or (y) the ability of the Underwriters to enforce confirmations of or contracts for the sale of the Bonds; or (ii) there shall have occurred any outbreak of hostilities or other national or international calamity or crisis or escalation of any such existing enumerated events in the foregoing, the effect of which on the financial markets of the United States of America, in the reasonable judgment of the Representative, is such as to materially and adversely affect the ability of the Underwriters to enforce confirmations of or contracts for the sale of the Bonds; or (iii) there shall be in force a general suspension of trading on the New York Stock Exchange the effect of which on the financial markets is such as to materially and adversely affect the marketability of the Bonds; or (iv) a general banking moratorium shall have been declared by either federal or State authorities having jurisdiction and shall be in force; or (v) legislation shall have been enacted by the Congress of the United States or a final decision by a court of the United States of America shall be rendered, that has the effect of requiring the Bonds to be registered under the Securities Act of 1933, as amended, or requiring the Resolution or the Trust Indenture to be qualified under the Trust Indenture Act of 1939, as amended; or (vi) a stop order, ruling or regulation by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made (which is beyond the control of the Underwriters or the Authority to prevent or avoid) to the effect that the issuance, offering or sale of the Bonds, as contemplated hereby or as described in the Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the Federal securities laws at Closing, including the Securities Act of 1933, as amended, or of the Trust Indenture Act of 1939, as amended; or (vii) legislation shall be enacted by the Congress of the United States or any legislation, ordinance, rule or regulation shall be enacted by any governmental body, department or agency of the State or a final decision by a federal court (including the Tax Court of the United States) or a court of the State shall be rendered, or a final ruling, regulation or release or Offering Memorandum by or on behalf of the President, the Treasury Department of the United States, the Internal Revenue Service or other federal or State agency shall be made, with respect to federal or State taxation upon revenues or other income of the general character of interest on the Bonds, or which would have the effect of changing directly or indirectly the federal or State income tax consequences of interest on bonds of the general character of the Bonds in the hands of the holders thereof and which, in the Representative's reasonable opinion, materially and adversely affects the marketability of the Bonds; or (viii) there shall have occurred since the date of this Purchase Contract any materially adverse change in the affairs or financial condition of the Public College, except for changes which the Offering Memorandum discloses are expected to occur; or (ix) there shall have occurred any downgrading from a rating agency that, at the date of this Purchase Contract, has published a rating (or has been asked to furnish a rating on the Bonds) on any of the Public College's debt obligations, which action reflects a change in the

ratings accorded any such obligations of the Public College (including any rating to be accorded the Bonds).

(c) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change, in the condition, financial or otherwise, of the Public College, from that set forth in the Offering Memorandum that, in the reasonable judgment of the Underwriters, is material and adverse and that makes it, in the reasonable judgment of the Underwriters, impracticable to market the Bonds on the terms and in the manner as described in the Offering Memorandum.

(d) The Authority and the Underwriters shall have received the unqualified approving opinion of Bond Counsel, dated the Closing Date, substantially in the form set forth in APPENDIX D to the Offering Memorandum, except as may be approved by the Underwriters which requirement may be satisfied by a reliance letter addressed to the Representative, as Representative of the Underwriters.

(e) Bond Counsel shall have delivered a supplementary opinion or opinions, each dated the Closing Date and addressed to the Authority, the Public College, the Underwriters, the Trustee and the Escrow Agent, in the form satisfactory to the Authority and the Underwriters, to the effect that:

(i) the statements contained in the Offering Memorandum in the sections captioned "INTRODUCTORY STATEMENT", "PLAN OF FINANCE", "DESCRIPTION OF THE BONDS" (excluding the subsection " - Book-Entry Bonds"), "SECURITY FOR THE BONDS", "THE AUTHORITY", "STATE OF NEW JERSEY HIGHER EDUCATION", "CONTINUING DISCLOSURE" (excluding the last paragraph thereof), "LEGALITY FOR INVESTMENT", "PLEDGE OF STATE NOT TO AFFECT RIGHTS OF BONDHOLDERS", "VERIFICATION OF MATHEMATICAL CALCULATIONS", and in "APPENDIX C – FORMS OF PRINCIPAL LEGAL DOCUMENTS", "APPENDIX D – FORM OF OPINION OF BOND COUNSEL" and "APPENDIX E – FORM OF CONTINUING DISCLOSURE AGREEMENT" attached thereto, insofar as such statements purport to summarize certain provisions of the Act, the Bonds, the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements, and the Continuing Disclosure Agreement are reasonable summaries of such provisions. The statements on the cover page relating to tax matters and under the section in the Offering Memorandum captioned "TAX MATTERS" and in "APPENDIX D – FORM OF OPINION OF BOND COUNSEL" insofar as such statements purport to summarize certain provisions of tax law, regulations and rulings, are reasonable summaries of the provisions so summarized;

(ii) based upon the participation of Bond Counsel in the preparation of the Offering Memorandum and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Offering Memorandum (except for the sections referred to in subparagraph (i) above), Bond Counsel has no reason to believe that, as of the date of the Offering Memorandum and as of the Closing Date, the Offering Memorandum (except for the financial, tabular and other statistical information included therein and except for the information under the captions "DESCRIPTION OF THE SERIES BONDS – Book-Entry Bonds", "LITIGATION" and in "APPENDIX A – THE COLLEGE OF NEW JERSEY" and "APPENDIX B – FINANCIAL STATEMENTS OF THE COLLEGE OF NEW JERSEY FOR THE

FISCAL YEARS ENDED JUNE 30, 2018 AND 2019”, as to which no view need be expressed) contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;

(iii) the Bonds are not required to be registered under the Securities Act of 1933, as amended, and neither the Resolution nor the Indenture is required to be qualified under the Trust Indenture Act of 1939, as amended;

(iv) this Purchase Contract has been duly authorized, executed and delivered by the Authority, is valid and binding upon the Authority, and is enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, moratorium or similar laws or equitable principles relating to the enforcement of creditors’ rights;

(v) the Offering Memorandum and the distribution thereof have been approved by the Authority and the Offering Memorandum has been duly approved and executed by the Authority and the Public College;

(vi) the Escrow Agreements have each been duly authorized, executed and delivered by the Authority, are valid and binding upon the Authority, and are enforceable in accordance with their respective terms except to the extent that the enforceability thereof may be limited by any applicable bankruptcy, moratorium or similar laws or equitable principles relating to the enforcement of creditors’ rights; and

(vii) upon the deposit of proceeds of the Bonds and other Trustee-held funds with U.S. Bank, as Escrow Agent, under the [Series 2013A, 2015G, 2016F and 2016G] Escrow Agreement, the Bonds to be Refunded will be defeased in accordance with the applicable bond documents governing such defeasance.

(f) The Authority shall have received an opinion of the Attorney General of the State.

(g) The Underwriters shall have received a certificate, dated the Closing Date, signed by an Authorized Officer of the Authority, to the effect that, except as disclosed in the Offering Memorandum, no litigation is pending or, to the knowledge of the signer of such certificate, threatened (i) in any way attempting to restrain or enjoin the issuance, sale, execution or delivery of any of the Bonds, the application of the proceeds thereof, the payment, collection or application of payments under the Lease Agreement or the pledge thereof, or of the other moneys, rights and interest pledged pursuant to the Indenture, or the execution, delivery or performance of the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements or this Purchase Contract; (ii) in any way contesting or otherwise affecting the authority for or the validity of the Bonds, the Resolution, the Indenture, the Lease Agreement, the Escrow Agreements or this Purchase Contract, any of the matters referred to in clause (i) above or any other proceedings of the Authority taken with respect to the issuance or sale of the Bonds; (iii) in any way contesting the powers of the Authority; or (iv) in any way contesting the payment, collection or application of payments under the Lease Agreement or the pledge thereof pursuant to the Indenture.

(h) The Underwriters shall have received a certificate, dated the Closing Date, signed by an Authorized Officer of the Authority, to the effect that: (i) each of the representations and warranties of the Authority contained in this Purchase Contract has remained true and correct

from the date hereof through the Closing Date and is true and correct as of the Closing Date as though made at the Closing Time, (ii) the Authority has duly complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date, (iii) no Event of Default (as defined in the Indenture and in the Lease Agreement) or event which with the lapse of time or the giving of notice or both, would constitute such an Event of Default has occurred and is continuing, and (iv) there has been no material adverse change in the condition and affairs of the Authority, financial or otherwise, during the period from the date of the Offering Memorandum to the Closing Date which was not disclosed in or contemplated by the Offering Memorandum, such certificate being in form and substance satisfactory to the Underwriters.

(i) The Underwriters shall have received a certificate, dated the Closing Date, signed by the Treasurer of the Public College, to the effect that (i) each of the representations and warranties of the Public College contained in this Purchase Contract has remained true and correct from the date thereof through the Closing Date and is true and correct as of the Closing Date as though made at the Closing Time, (ii) the Public College has duly complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date, (iii) no Event of Default (as defined in the Lease Agreement) has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice or both would constitute such an Event of Default, (iv) to the best of his knowledge and belief, the information contained in the Offering Memorandum did not and, as of the date of such certificate, does not contain any untrue statement of a material fact or omit any material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading, and (v) there has been no material adverse change in the condition and affairs of the Public College, financial or otherwise, during the period from the date of the Offering Memorandum to the Closing Date which was not disclosed in or contemplated by the Offering Memorandum, such certificate being in form and substance satisfactory to the Underwriters.

(j) The Underwriters shall have received evidence of either (i) the approval by the Governor of the State (the "Governor") of the minutes of the Authority authorizing the adoption of the Resolution by the Authority and the sale of the Bonds pursuant hereto and the transactions contemplated hereby or (ii) expiration of the period during which the Governor may veto such action by the Authority and the absence of such veto.

(k) The Underwriters shall have received ratings letters or other documents providing evidence of the ratings of ["__" (stable outlook) and "__" (stable outlook)] on the Bonds from Moody's and S&P, respectively, on or prior to the Closing Date.

(l) The Underwriters shall have received certified copies of the resolutions of the Authority and of the Public College relating to the Bonds (including the Resolution), executed copies of the Indenture, the Lease Agreement, the Escrow Agreements, the Continuing Disclosure Agreement, and the Offering Memorandum, all in form and substance satisfactory to the Underwriters.

(m) The Authority and the Underwriters shall have received an opinion of counsel to the U.S. Bank, dated the Closing Date, stating that (i) U.S. Bank is a national banking association organized under the laws of the United States of America with trust and fiduciary powers in the State and is authorized to conduct business and serve as a Trustee, paying agent, bond registrar,

dissemination agent, Escrow Agent, and fiduciary under the laws of the State; (ii) U.S. Bank (a) has duly accepted its appointment as Trustee under the Resolution and the Indenture, as dissemination agent under the Continuing Disclosure Agreement, and as Escrow Agent under the Escrow Agreements and (b) possesses all necessary trust, fiduciary and other legal powers to carry out the duties and obligations imposed respectively by the Resolution, the Indenture, the Escrow Agreements and the Continuing Disclosure Agreement; (iii) U.S. Bank has duly authenticated the Bonds and has duly executed and delivered the Indenture, the Escrow Agreements and the Continuing Disclosure Agreement in its respective capacities as Trustee, dissemination agent and Escrow Agent; (iv) the duties and responsibilities created by the Indenture, the Escrow Agreements and the Continuing Disclosure Agreement constitute the valid, legal and binding obligations of U.S. Bank, enforceable against U.S. Bank in accordance with their respective terms; (v) the acceptance, execution, delivery and performance by U.S. Bank of the duties and obligations of the Trustee under the Indenture, as Escrow Agent under the Escrow Agreements and as dissemination agent under the Continuing Disclosure Agreement will not conflict with or constitute a breach of or default under U.S. Bank's charter, by-laws or other authorizing documents or any law, administrative regulation or consent decree to which U.S. Bank, as Trustee, Escrow Agent and dissemination agent, respectively, is or may be subject; (vi) the execution and delivery of the Indenture, the Escrow Agreements and the Continuing Disclosure Agreement and the due performance by U.S. Bank, as Trustee, Escrow Agent and dissemination agent, respectively, of its obligations thereunder have been duly authorized by all necessary corporate actions on the part of U.S. Bank and (vii) all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter, if any, which would constitute a condition precedent to the performance by U.S. Bank, as Trustee, Escrow Agent and dissemination agent, respectively, of its obligations under the terms of the Resolution, the Indenture, the Escrow Agreements and the Continuing Disclosure Agreement, have been obtained and are in full force and effect.

(n) The Authority and the Underwriters shall have received an opinion of general counsel to the Public College, dated the Closing Date, and addressed to the Authority and the Underwriters, in substantially in the form attached hereto as Exhibit F.

(o) The Underwriters shall have received certificates, dated the Closing Date, executed by authorized officers of the Trustee, Escrow Agent and dissemination agent, the Public College and the Authority and such additional documentation of organization, authority and incumbency as may be reasonably satisfactory to the Underwriters and to Bond Counsel.

(p) The Underwriters shall have received an opinion of Connell Foley LLP (the "Underwriters' Counsel"), dated the Closing Date, in form and substance satisfactory to the Underwriters and substantially in the form attached hereto as Exhibit E.

(q) The Authority shall have received: (i) consent letters from the Public College's auditor, KPMG LLP (the "Auditor"), stating that the Auditor consents to the inclusion of its report regarding the financial statements of the Public College in the Preliminary Offering Memorandum and the Offering Memorandum, respectively, and stating that the Auditor consents to the use of its name in the Preliminary Offering Memorandum and the Offering Memorandum, respectively, and (ii) a privity letter from the Auditor in a form acceptable to the Attorney General of the State, Bond Counsel and Underwriters' Counsel, addressed to the Public College and copied to the Authority and the Representative, on behalf of the Underwriters, which acknowledges that the Authority and the Underwriters intend to rely on its financial statements in

connection with the issuance of the Bonds and waiving the provisions of *N.J.S.A. 2A:53A-25* with respect to its professional accounting services.

(r) The Authority, Bond Counsel and the Underwriters shall have received a verification report of Causey Demgen & Moore P.C., in form and substance satisfactory to the Underwriters, Bond Counsel, the Authority, and Underwriters' Counsel.

(s) The Underwriters shall have received such additional certificates, opinions and other documents as the Underwriters or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Purchase Contract and the transactions contemplated hereby and by the Offering Memorandum, all such certificates, opinions and other documents to be in form and substance satisfactory to the Underwriters and Underwriters' Counsel.

The Authority will furnish the Underwriters with such opinions, certificates, letters and documents as the Underwriters, Underwriters' Counsel or Bond Counsel reasonably requests. If the Authority shall be unable to satisfy or cause to be satisfied any condition of the obligations of the Underwriters contained in this Purchase Contract and the satisfaction of such condition shall not be waived by the Underwriters, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Underwriters nor the Authority nor the Public College shall have any further obligations or liabilities hereunder.

7. **Amendments and Supplements to the Offering Memorandum.** The "end of the underwriting period" for the Bonds for all purposes of Rule 15c2-12 is the Closing Date unless otherwise notified by the Underwriters. During the period from the date hereof to and including a date which is twenty-five (25) days following the end of the underwriting period for the Bonds (as determined in accordance with this Section 7), the Authority will (a) not adopt any amendment of or supplement to the Offering Memorandum to which, after having been furnished with a copy, the Public College or the Underwriters shall reasonably object in writing, unless the Authority has obtained the written opinion of Bond Counsel, stating that such amendment or supplement is necessary in order to make the Offering Memorandum not misleading in the light of the circumstances existing at the time that it is delivered to the Underwriters, and (b) if any event relating to or affecting the Authority, the Public College or the Bonds shall occur as a result of which it is necessary, in the opinion of the Underwriters or the written opinion of Bond Counsel, to amend or to supplement the Offering Memorandum in order to make the Offering Memorandum not misleading in the light of the circumstances existing at the time it is delivered to the Underwriters, forthwith prepare and furnish to the Underwriters (at the expense of the Public College) up to two hundred fifty (250) copies of an amendment of or supplement to the Offering Memorandum (in form and substance satisfactory to the Authority, the Attorney General of the State, Bond Counsel, the Underwriters and Underwriters' Counsel) which will amend or supplement the Offering Memorandum so that the Offering Memorandum, as amended or supplemented, will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances existing at the time the Offering Memorandum is delivered to a prospective purchaser of the Bonds, not misleading, or so that the Offering Memorandum will comply with law. For the purpose of this Section 7, the Authority will furnish such information with respect to itself or the Public College as the Underwriters may from time to time reasonably request. The cost of any copies of such amendment or supplement to the Offering Memorandum in

excess of two hundred fifty (250) shall be borne by the Underwriters. For the purpose of this Section 7, the Authority will furnish such information with respect to itself or the Public College as the Underwriters may from time to time reasonably request.

8. **Survival of Certain Representations and Obligations.** After the Closing, the respective agreements, representations, warranties and other statements of the Authority, of the Public College and their officials and of the Underwriters set forth in or made pursuant to this Purchase Contract shall remain in full force and effect, regardless of any investigation or statement as to the results thereof, made by or on behalf of the Underwriters, the Public College, or the Authority and will survive delivery of and payment for the Bonds.

9. **Notices.** Any notice or other communication to be given to the Underwriters pursuant to this Purchase Contract may be given by mailing or delivering the same in writing to:

Morgan Stanley & Co. LLC
1585 Broadway
24th Floor
New York, New York 10036
Attention: Oliver Zlomislic, Executive Director

Any notice or other communication to be given to the Authority under this Purchase Contract may be given by mailing or delivering the same in writing to:

New Jersey Educational Facilities Authority
103 College Road East
Princeton, New Jersey 08540-6612
Attention: Executive Director

Any notice or other communication to be given to the Public College under this Purchase Contract may be given by mailing or delivering the same in writing to:

The College of New Jersey
Office of the Treasurer
2000 Pennington Road
P.O. 7718
Ewing, New Jersey 08628
Attention: Treasurer

10. **Governing Law.** This Purchase Contract shall be governed by and enforced in accordance with the laws of the State of New Jersey without regard for conflict of law principles.

11. **Successors.** This Purchase Contract will inure to the benefit of and be binding upon the parties hereto and their respective successors, and no other person will have any right or obligation hereunder.

12. **Execution of Counterparts.** This Purchase Contract may be executed in several counterparts, any of which may be in facsimile form and each of which shall be regarded as an original and all of which shall constitute one and the same document.

13. **Assignment.** This Purchase Contract may not be assigned by any of the parties without the written consent of the other parties hereto.

14. **Benefit.** This Purchase Contract is made solely for the benefit of the Authority, the Public College and the Underwriters (including the successors or assigns of any of said parties) and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. The terms “successors” and “assigns” as used herein shall not include any purchaser, as such purchaser, of any of the Bonds from the Underwriters. All representations and agreements of the Authority, the Public College and the Underwriters in this Purchase Contract shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Underwriters and shall survive the delivery of and payment for the Bonds.

15. **Compliance With P.L. 2005, c.271 Reporting Requirements.** The Underwriters are advised of their responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (“ELEC”) pursuant to N.J.S.A. 19:44A-20.13 (L. 2005, c. 271, section 3) if the Underwriters enter into agreements or contracts such as this Purchase Contract, with a public entity, such as the Authority, and receive compensation or fees in excess of \$50,000 or more in the aggregate from public entities, such as the Authority, in a calendar year. It is the Underwriters’ responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

16. **Cooperation.** The Authority and the Public College agree to reasonably cooperate with the Representative and counsel to the Underwriters in any endeavor to qualify the Bonds for offering and sale under the securities or “Blue Sky” laws of such states as the Representative may request and will assist, if necessary, in continuing the effectiveness of such qualification so long as required for the distribution of the Bonds. The Authority and the Public College consent to the use of the Offering Memorandum by the Underwriters in obtaining such qualifications; provided, however, that the Authority and the Public College shall not be required to consent to service of process or to file a written consent to suit or service of process. The Authority’s and the Public College’s failure to consent to service of process or to file a written consent to suit or service of process shall not relieve the Underwriters of their obligation to purchase the Bonds under this Purchase Contract.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

16. **Effect.** The performance of obligations of the Authority hereunder is subject to the performance by the Underwriters and the Public College of its respective obligations hereunder.

Very truly yours,

MORGAN STANLEY & CO. LLC,
as Representative of the Underwriters

By: _____
Name: Oliver Zlomislac
Title: Executive Director

Accepted as of the date first written above:

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

By: _____
Name: Eric D. Brophy
Title: Executive Director

THE COLLEGE OF NEW JERSEY

By: _____
Name: Lloyd Ricketts
Title: Treasurer/Vice President

SCHEDULE I
LIST OF UNDERWRITERS

Manager:

Morgan Stanley & Co. LLC

Co-Managers:

Ramirez & Co., Inc.
Siebert Williams Shank & Co., L.L.C.

EXHIBIT A

PRICING SUMMARY

<u>Due July 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP No.</u>
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* Priced at the stated yield to the July 1, 20__ optional redemption date at the redemption price of 100%.

Redemption Provisions

Optional Redemption.

Optional Redemption.

The Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to maturity, except for extraordinary optional redemption described below. The Bonds maturing on or after July 1, 20__ are subject to redemption prior to maturity on or after July 1, 20__, at the option of the Authority with the prior consent of the Public College, in whole or in part at any time or from time to time at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the date of redemption.

Optional Redemption and Make-Whole Redemption.

The Bonds maturing on or before July 1, 20__ are not subject to optional redemption prior to maturity, except for extraordinary optional redemption and Make-Whole redemption described below. The Bonds will be subject to redemption prior to maturity on any Business Day, in any order at the option of the Authority with the prior consent of the Public College, as a whole or in part (i) before July 1, 20__ at the Make-Whole Redemption Price described below, and (ii) on or after July 1, 20__, at a redemption price equal to 100% of the principal amount to be redeemed, together with accrued interest to the date of redemption.

The “Make-Whole Redemption Price” is the greater of (i) 100% of the principal amount of the Bonds to be redeemed and (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Bonds are to be redeemed, discounted to the date on which such Bonds are to be redeemed on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as defined below) plus ___ basis points, plus, in each case, accrued and unpaid interest on the Bonds to be redeemed on the redemption date. The Trustee may retain, at the expense of the Public College, an independent accounting firm or financial advisor to determine the Make-Whole Redemption Price and perform all actions and make all calculations required to determine the Make-Whole Redemption Price. The Trustee, the Authority and the Public College may conclusively rely on such accounting firm’s or financial advisor’s calculations in connection with, and determination of, the Make-Whole Redemption Price, and none of the Trustee, the Authority or the Public College will have any liability for their reliance.

The “Treasury Rate” is, as of any redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Bonds to be redeemed. However, if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

Mandatory Sinking Fund Redemption

The Bonds maturing on July 1, 20__ shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Principal Account at a redemption price equal to one hundred percent (100%) of the principal amount to be redeemed, plus accrued interest to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Term Bonds Maturing July 1, 20__</u>	
<u>Year</u>	<u>Amount</u>

* Final maturity.

The principal amount of the Bonds required to be redeemed from Sinking Fund Installments may be reduced by the principal amount of such Bonds theretofore delivered to the Trustee by the Public College in lieu of cash payments under the Agreement or purchased by the

Trustee out of moneys in the Redemption Fund that have not theretofore been applied as a credit against any Sinking Fund Installment.

Extraordinary Optional Redemption. Subject to the Outstanding Agreements (as hereinafter defined), if all or a substantial portion of the Project Facilities financed with the proceeds of the Bonds are damaged or destroyed by fire or other casualty, or title to or the temporary use of all or a substantial portion of such facilities is condemned or taken for any public or quasi-public use by any governmental entity exercising or threatening the exercise of the power of eminent domain, or title thereto is found to be deficient, to such extent that in the determination of the Public College (a) such facilities cannot be reasonable restored or replaced to the condition thereof preceding such event, or (b) the Public College is thereby prevented from carrying on its normal operations, or (c) the cost of restoration or replacement thereof would exceed the Net Proceeds of any casualty insurance, title insurance, condemnation awards or sale under threat of condemnation with respect thereto, the Bonds are subject to extraordinary optional redemption prior to maturity, in whole or in part at any time or from time to time, from and to the extent of any condemnation or insurance proceeds deposited in the Debt Service Fund pursuant to the Agreement, at the election of the Authority with the consent of the Public College. Any such redemption shall be made on the earliest practicable date at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the date of redemption.

Redemption in Part. If less than all of the Bonds are called for redemption, the Trustee shall select the Bonds or any given portion thereof to be redeemed from the Bonds outstanding or such given portion thereof not previously called for redemption, on a *pro rata* pass-through distribution of principal basis.

If the Bonds are registered in book-entry-only form and so long as DTC or a successor securities depository is the sole registered owner of the Bonds, if less than all of the Bonds of a maturity are called for redemption, the particular Bonds of such maturity or portions thereof to be redeemed will be selected on a *pro rata* pass-through distribution of principal basis in accordance with the DTC procedures.

It is the intention of the Authority that redemption allocations made by DTC be made on a *pro rata* pass-through distribution of principal basis as described above. However, none of the Authority, the Public College or the Underwriters of the Bonds can provide any assurance that DTC, DTC's Direct and Indirect Participants or any other intermediary will allocate the redemption of the Bonds on such basis. If the DTC operational arrangements do not allow for the redemption of the Bonds on a *pro rata* pass-through distribution of principal basis as discussed above, then the Bonds will be selected for redemption, in accordance with the DTC procedures, by lot.

If the Bonds are not registered in book-entry-only form, any redemption of less than all of a maturity of the Bonds will be allocated among the registered owners of the Bonds of such maturity, as nearly as practicable, taking into consideration the Authorized Denominations of the Bonds, on a *pro rata* basis.

Notice of Redemption. Notice of redemption of the Bonds will be given by the Trustee by mailing a copy of such notice to DTC, as the registered owner of the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to the redemption date, and such mailing shall be a condition precedent to such redemption. Failure of DTC or any Holder to receive a copy of such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of the Bonds.

Interest on any Bonds called for redemption shall cease to accrue from and after the date fixed for redemption if, on such date, sufficient moneys for the redemption of all such Bonds, together with interest to the date fixed for redemption, shall be held by the Trustee.

Any notice of redemption of any Bonds pursuant to an optional redemption may specify that such redemption is contingent upon the deposit of moneys with the Trustee in an amount sufficient to pay the redemption price of all the Bonds or portions thereof which are to be redeemed on that date.

EXHIBIT B

Description of Bonds to be Refunded

<u>CUSIP Number</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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Description of Bonds to be Refunded

<u>CUSIP Number</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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EXHIBIT C

**P.L. 2005, c.51/Executive Order No. 117
CERTIFICATION OF NO CHANGE**

I, Oliver Zlomislic, Executive Director of Morgan Stanley & Co. LLC (the “Representative”), and based solely on reliance upon the representations and warranties made to the Representative in the Agreement Among Underwriters, dated _____, 2020, by the other Underwriters (collectively, the “Underwriters”) listed on Schedule 1 to the Contract of Purchase (the “Purchase Contract”), dated _____, 2020 relating to the Authority’s \$_____ Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020D (Federally Taxable) (the “Bonds”), do hereby certify on behalf of itself and the other Underwriters that all information, certifications and disclosure statements previously provided in connection with L. 2005, c. 51, enacted March 22, 2005, which codified Executive Order No. 134 (McGreevey 2004), are true and correct as of the date hereof, and that all such statements have been made with full knowledge that the Authority and the State of New Jersey shall rely upon the truth of the statements contained herein and in the Purchase Contract in engaging the Representative and the other Underwriters in connection with the sale and issuance of the Bonds.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 2020.

Morgan Stanley & Co. LLC

By: _____
Oliver Zlomislic
Executive Director

EXHIBIT D

FORM OF UNDERWRITERS' COUNSEL OPINION

_____, 2020

Morgan Stanley & Co. LLC
New York, New York, as Representative

§ _____
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BONDS,
THE COLLEGE OF NEW JERSEY ISSUES
SERIES 2020 D (Federally Taxable)

Ladies and Gentlemen:

We have acted as counsel to you, Morgan Stanley & Co. LLC as underwriter and as a manager of a group of underwriters (the "Underwriters") under the Contract of Purchase dated _____, 2020 in connection with the sale and issuance by the New Jersey Educational Facilities Authority (the "Authority") of the above-mentioned Bonds (the "Bonds"). The Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law, being Chapter 72A of Title 18A of the New Jersey Statutes as enacted by Chapter 271 of the Laws of 1967, as amended and supplemented (the "Act"), a Resolution adopted by the Authority on May 26, 2020 (the "Resolution"), and a Trust Indenture, dated as of July 1, 2020 (the "Trust Indenture"), by and between the Authority and U.S. Bank National Association, as trustee (the "Trustee"). This opinion is being delivered to you pursuant to Section 7(p) of the Purchase Contract. Capitalized terms used in this opinion and not otherwise specifically defined herein have the meanings assigned to them in the Purchase Contract or the Offering Memorandum (as hereinafter defined), as the case may be, unless the context clearly indicates otherwise.

In our capacity as your counsel, we have examined and relied upon originals or copies, certified or otherwise identified to our satisfaction, of a record of proceedings with respect to the issuance of the Bonds including, but not limited to (i) the Resolution; (2) the Trust Indenture; (3) the Agreement; (4) the Offering Memorandum relating to the Bonds dated _____, 2020 (the "Offering Memorandum"); (5) executed copies of certificates delivered to you pursuant to the Contract of Purchase dated _____, 2020 by and among the Authority, the Public College and the Underwriter (the "Purchase Contract"), (6) the opinion letters of McManimon, Scotland & Baumann, LLC, Bond Counsel; (7) an executed copy of the Purchase Contract and (8) the other documents delivered at the Closing as listed in the closing memorandum for the Bonds (collectively, the "Closing Documents").

In addition, we have examined and relied upon such other documents, instruments, records of proceedings and corporate and public records, and have made such investigations of law, as we have considered necessary or appropriate for the purpose of the opinions set forth below. In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as certified, photostatic or conformed copies thereof and the authenticity of the originals of all such documents.

Based on the foregoing, and subject to the limitations and qualifications below, we are of the opinion that:

1. The Bonds are exempted securities described in Section 3(a)(2) of the Securities Act of 1933, as amended. No registration with the Securities and Exchange Commission under the Securities Act of 1933, as amended, need be made in connection with the offering and sale of the Bonds.
2. The Continuing Disclosure Agreement satisfies Section (b)(5)(i) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices to Municipal Securities Rulemaking Board at the time and in the manner required by the Rule.

In accordance with our understanding with you, we rendered legal advice and assistance to you in the course of your investigation pertaining to, and your participation in the preparation of, the Preliminary Offering Memorandum and the Offering Memorandum and the issuance and sale of the Bonds. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal and related subjects, and reviews of certain documents with your representatives, representatives of the Authority and its bond counsel, and the Public College and its auditors and financial advisors, during which the contents of the Offering Memorandum and related matters were discussed and reviewed.

The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Offering Memorandum are such, however, that we have necessarily assumed the accuracy, completeness and fairness of, and take no responsibility for any of, the statements made in the Offering Memorandum. Also, we do not express any opinion or belief as to the financial, tabular or statistical data contained in the Offering Memorandum or as to the information contained in the Appendices to the Offering Memorandum

In the course of our participation in the preparation of the Preliminary Offering Memorandum and the Offering Memorandum and our representation of you, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Offering Memorandum, nothing has come to our attention that would lead us to believe that the Offering Memorandum (except for the financial, tabular and statistical data included therein, information contained under the headings "DESCRIPTION OF THE BONDS – Book-Entry Bonds" and information contained in the Appendices to the Offering Memorandum, as to

all of which we express no view), as of its date and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We are authorized to practice law in the State of New Jersey, and we do not purport to be experts on, or to express any opinion herein concerning, any law, other than the laws of the State of New Jersey, and the applicable laws of the United States of America.

The opinions expressed herein are solely for the benefit of, and may only be relied upon by, the Underwriters. This opinion may not be relied upon by any other person or entity. The opinions expressed herein are as of the date hereof, and we make no undertaking to amend or supplement such opinions as facts and circumstances come to our attention or changes in the law occur which could affect such opinions.

Notwithstanding anything to the contrary contained herein, the undersigned acknowledges that this opinion is a government record subject to release under the Open Public Records Act (N.J.S.A. 47:1A-1 *et seq.*).

EXHIBIT E

FORM OF OPINION OF GENERAL COUNSEL TO THE PUBLIC COLLEGE

_____, 2020

New Jersey Educational Facilities Authority
103 College Road East
Princeton, NJ 08540

Morgan Stanley & Co. LLC,
as Representative of the Underwriters
1585 Broadway
New York, New York 10036

Re: New Jersey Educational Facilities Authority Revenue Refunding Bonds, The
College of New Jersey Issue, Series 2020 D (Federally Taxable)

Ladies and Gentlemen:

This opinion is rendered on behalf of The College of New Jersey (the “Public College”) in connection with the issuance on the date hereof by the New Jersey Educational Facilities Authority (the “Authority”), of its \$_____ Revenue Refunding Bonds, The College of New Jersey Issue, Series 2020 D (Federally Taxable) (the “Bonds”). The Bonds are issued under and pursuant to the provisions of the New Jersey Educational Facilities Authority Law, being Chapter 72A of Title 18A of the New Jersey Statutes as enacted by Chapter 271 of the Public Laws of 1967, as amended and supplemented (the “Act”), a “Resolution Authorizing the Issuance of New Jersey Educational Facilities Authority Revenue Refunding Bonds, The College of New Jersey Issue, 2020 Series D (Federally Taxable)”, adopted by the Authority on May 26, 2020 (the “Resolution”) and a Trust Indenture, dated as of July 1, 2020 (the “Indenture”), by and between the Authority and U.S. Bank National Association, as trustee (the “Trustee”).

In rendering the opinions set forth herein, I have examined copies of the following: (a) the Resolution; (b) the Indenture (c) the Lease and Agreement, dated as of July 1, 2020, by and between the Authority and the Public College (the “Lease Agreement”) relating to the [Series 2013A, 2015G, 2016F, 2016G Refunding Project (as defined in the Lease Agreement); (d) resolution adopted by the Board of Trustees of the Public College on May 5, 2020 (the “Public College Resolution”) authorizing, *inter alia*, the issuance by the Authority of the Bonds to finance the costs of the Refunding Project; (e) the Contract of Purchase, dated _____, 2020 (the “Contract of Purchase”), by and among the Authority, the Public College and Morgan Stanley & Co. LLC, as representative (the “Representative”) acting for and on behalf of itself and the underwriters named in Schedule I to the Contract of Purchase (the Representative and the underwriters are referred to collectively as the “Underwriters”); (f) the Continuing Disclosure Agreement, dated as of _____, 2020, by and between the Public College and U.S. Bank

National Association, acting as dissemination agent (the “Continuing Disclosure Agreement” and collectively with the Lease Agreement and the Contract of Purchase, the “Public College Documents”); (g) the Preliminary Offering Memorandum dated _____, 2020 and the final Offering Memorandum, dated _____, 2020, relating to the Bonds (collectively, the “Offering Memorandum”); (h) the form of the Bonds; and (i) such other certificates, instruments and documents as I have deemed necessary and appropriate.

In providing the opinions set forth below, I call to your attention that without independent investigation on my part, I have relied upon and assumed the following: (i) the authenticity of all documents, agreements, certificates and opinions reviewed by me, excluding the Public College Resolution, purporting to be originals, executed counterparts or photocopies thereof; (ii) the conformity to original documents, agreements, certificates and opinions of all copies reviewed by me; and (iii) the genuineness of all signatures (other than those signatories for the Public College). I also have assumed the legal capacity, authority and due and proper execution and delivery by the respective parties (other than the Public College) that have made, executed or delivered, or will make, execute or deliver agreements, documents, certificates and opinions required under this transaction and upon which my assumptions and reliance are based. I express no view regarding financial, statistical, demographic, engineering or tabular information contained in the Offering Memorandum or data provided by the Authority, the Underwriters or The Depository Trust Company specifically for use in the Offering Memorandum.

Based upon and subject to the foregoing, I am of the following opinion:

1. The Public College is a validly existing State college under the laws of the State of New Jersey. The Public College has full power and authority to adopt the Public College Resolution and execute and deliver the Public College Documents and the Offering Memorandum.
2. The Public College Resolution, the Public College Documents and the Offering Memorandum have been duly authorized pursuant to law by proper proceedings of the Public College and have been properly adopted or executed and delivered, as the case may be, by the Public College. Assuming the due execution and delivery of the Public College Documents by the respective parties thereto, other than the Public College, the Public College Documents constitute valid and legally binding agreements of the Public College, enforceable in accordance with their respective terms (subject as to the enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance or other laws or equitable principles or remedies which may now or hereafter be in effect and which affect the enforcement of creditors’ rights or remedies generally or against municipalities, state agencies, instrumentalities, authorities or public colleges such as the Public College).
3. There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or to the best of my knowledge, information and belief threatened against or directly affecting the Public College (i) contesting the due organization and valid existence of the Public College, the adoption of the Public

College Resolution, or the validity, due execution and authorization of the Public College Documents, or (ii) which, if adversely determined, would materially adversely affect the financial condition or operation of the Public College other than as set forth in the Public College's letter to the auditors, the transactions contemplated by the Contract of Purchase and as described in the Offering Memorandum or the validity of the Bonds.

This letter is furnished to you solely for your benefit and may not be relied upon by others, without my express prior written consent.

I express no opinion as to any matter not set forth in the numbered paragraphs above. The opinions expressed in the numbered paragraphs above are limited to federal laws and the laws of the State of New Jersey.

Very truly yours,

Thomas Mahoney
Vice President and General Counsel

_____ Mr. Hutchinson _____ moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by _____ Mr. Rodriguez _____ and upon roll call the following members voted:

AYE: Joshua Hodes
Ridgeley Hutchinson
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Zakiya Smith Ellis

NAY: None

ABSTAIN: None

ABSENT: None

The Chair thereupon declared said motion carried and said resolution adopted.

RESOLUTION AUTHORIZING THE AMENDMENT OF THE PAYMENT TERMS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY'S REVENUE REFUNDING BOND, CALDWELL UNIVERSITY ISSUE, 2019 SERIES A, AND DETERMINING OTHER MATTERS IN CONNECTION THEREWITH.

ADOPTED: MAY 26, 2020

WHEREAS, the New Jersey Educational Facilities Authority (the "*Authority*") is a body corporate and politic with corporate succession, constituting a political subdivision of the State of New Jersey (the "*State*"), created and established by the New Jersey Educational Facilities Authority Law, being Chapter 72A of Title 18A of the New Jersey Statutes as enacted by Chapter 271 of the Laws of 1967, as amended and supplemented (the "*Act*"); and

WHEREAS, Caldwell University Inc. (the "*University*") is a nonprofit corporation organized and existing under the laws of the State; and

WHEREAS, the Act provides that the Authority shall have the power to make loans and issue its bonds and to provide for the rights of the holders of its bonds; and

WHEREAS, on May 17, 2019, the Authority issued its \$17,000,000 Revenue Refunding Bond, Caldwell University Issue, 2019 Series A (the "*Bond*"); and

WHEREAS, on May 17, 2019, the Authority, the University and Provident Bank (the "*Purchaser*") entered into a Bond Agreement providing, *inter alia*, for the payment of the debt service owed under the Bond by the University to the Purchaser; and

WHEREAS, as a result of the effects of the coronavirus pandemic, the University has requested, and the Purchaser has agreed, to defer certain Bond payments owed by the University pursuant to the Bond Agreement (the "*Deferral*"); and

WHEREAS, the University has requested the Authority to authorize and permit the Deferral.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY AS FOLLOWS:

Section 1. The amended and restated Bond providing for the Deferral, in substantially the form attached hereto (the "*Amended Bond*"), is hereby approved. The Chair, Vice Chair, Executive Director, Deputy Executive Director, Treasurer, Director of Project Management, Director of Compliance Management, Secretary, Assistant Treasurer or any Assistant Secretary of the Authority, and any other person authorized by resolution of the Authority, and any of such officers designated by resolution as "acting" or "interim" (the "*Authorized Officers*"), are hereby authorized to execute, acknowledge and deliver the Amended Bond with any changes, insertions and omissions as may be approved by any of the Authorized Officers. The execution of the Amended Bond shall be conclusive evidence of any approval required by this Section 1.

AMENDED AND RESTATED SERIES A BOND

THE STATE OF NEW JERSEY IS NOT OBLIGATED TO PAY, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF NEW JERSEY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE, IF ANY, OF OR THE INTEREST ON THIS BOND. THIS BOND IS NOT A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY. THIS BOND IS A SPECIAL AND LIMITED OBLIGATION OF THE AUTHORITY, PAYABLE SOLELY OUT OF THE REVENUES OR OTHER RECEIPTS, FUNDS OR MONEYS OF THE AUTHORITY PLEDGED UNDER THE BOND AGREEMENT FOR THE PAYMENT OF THIS BOND. THIS BOND DOES NOT NOW AND SHALL NEVER CONSTITUTE A CHARGE AGAINST THE GENERAL CREDIT OF THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWER.

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE REFUNDING BOND
CALDWELL UNIVERSITY ISSUE, 2019 SERIES A**

DATED DATE:	MATURITY DATE:	INITIAL INTEREST RATE:
May 17, 2019	May 1, 2044	3.73%

AMENDED AND RESTATED DATE:
June [], 2020

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY (herein called the “Authority”), a public body corporate and politic constituting an instrumentality of the State of New Jersey (the “State”), acknowledges itself indebted and for value received hereby promises to pay, or cause to be paid, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts, to **PROVIDENT BANK** (the “Purchaser”) the principal sum of SEVENTEEN MILLION and 00/100 DOLLARS (\$17,000,000.00) as follows:

Interest shall be payable in advance on the Dated Date for the period from and including the Dated Date to and including May 31, 2019, and then, on the first day of each consecutive month commencing on July 1, 2019 and on the first day of each month thereafter payments shall be made in equal monthly principal and interest installments of \$87,726.42 (based on a 25 year amortization schedule determined by the Purchaser; the “Amortization Schedule”), through and including May 1, 2020. No payments shall be due and payable for the period commencing on June 1, 2020 through August 31, 2020 (the “Deferred Payment Period”). Commencing on September 1, 2020 and on the first day of each month thereafter, payments shall be made in equal monthly installments of \$[] (based on the Amortization Schedule), subject to adjustment on each Reset Date (defined below), with a final payment of all outstanding principal, plus accrued interest, on the Maturity Date. Payment of principal and interest in the amount of \$263,179.26, which is equal to

the amount of principal and interest that would otherwise have been payable during the Deferred Payment Period based on the Amortization Schedule, shall be payable on June 1, 2023.

Interest shall initially accrue at the Initial Interest Rate set forth above. On May 1, 2029 and on May 1, 2039 (each, a "Reset Date"), the interest rate hereunder shall be reset to an interest rate acceptable to and determined by the Purchaser in its sole discretion. All interest payable hereunder shall be due arrears and calculated on a 360-day year based on the actual number of days elapsed.

Each of said monthly payments shall be applied first in payment of accrued and unpaid interest and the balance to the payment of unpaid principal.

Notwithstanding the foregoing, the holder of this Bond shall have the right to demand payment in full of the principal amount of this Bond, plus all accrued interest hereon, on each Reset Date (which shall then be deemed the Maturity Date hereunder), upon no less than 90 days written notice prior to such date to the Authority and Caldwell University (the "Borrower").

All sums due hereunder shall be paid solely from the revenues or other moneys derived from the Loan (as defined in the hereinafter defined Bond Agreement) made with respect to the Project hereinafter referred to or any other revenues pledged therefor under the Bond Agreement or the other Bond Documents. This Bond, as to principal, interest and premium, if any, when due, will be payable by debit to the Demand Deposit Account as provided in the Bond Agreement, or if applicable, at the offices of Provident Bank, 100 Wood Avenue South, Iselin, New Jersey 08830-2727.

This Bond is the duly authorized bond designated as the New Jersey Educational Facilities Authority Revenue Refunding Bond, Caldwell University Issue, 2019 Series A issued in the principal amount of \$17,000,000 (this "Bond"). This Bond has been issued under and by virtue of the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented) (the "Act"), and by virtue of a resolution adopted by the Authority on April 23, 2019 (the "Resolution"). This Bond is secured under a Bond Agreement (and the documents referred to therein) dated the Dated Date (as amended, restated or otherwise supplemented, the "Bond Agreement") by and among the Authority, the Purchaser and the Borrower, for the purpose of financing the Project as defined in the Bond Agreement. Capitalized terms used herein and not defined shall be defined as set forth in the Bond Agreement.

Reference is hereby made to the Resolution and the Bond Agreement, copies of which are on file at the office of the Authority for a description of the provisions, among others, with respect to the terms upon which this Bond is issued, the nature and extent of the security for this Bond, the rights, duties and obligations of the Authority, the Borrower and the Purchaser, and the modification or amendment of the Bond Agreement and the Resolution, to all of which the holder of this Bond hereto assents by acceptance of this Bond.

This Bond is subject to cancellation as provided in Section 6.8 of the Bond Agreement upon the occurrence of an Event of Cancellation under the Bond Agreement.

This Bond is subject to Redemption (defined below), in whole or in part, at any time upon at least ten (10) Business Days prior written notice to the Purchaser (which notice shall be irrevocable). Upon the occurrence of a Redemption in whole or in part, in addition to interest and all other charges then properly due, the following Redemption premium (the “Redemption Premium”) shall be due:

- (a) 5% of the principal amount prepaid during the first Bond Year;
- (b) 4% of the principal amount prepaid during the second Bond Year;
- (c) 3% of the principal amount prepaid during the third Bond Year;
- (d) 2% of the principal amount prepaid during the fourth Bond Year; and
- (e) 1% of the principal amount prepaid during the fifth Bond Year.

As used herein, “Redemption” shall mean the payment of any sum in reduction of principal which exceeds the amount due under any term or provision of this Bond or any other document constituting a part of the transaction evidenced by this Bond. “Bond Year” shall mean each 12-month period during the term of this Bond commencing with the Dated Date. The amount, if any, of the Redemption Premium for the period commencing with each Reset Date shall be determined by the Purchaser in its sole discretion.

The Redemption Premium shall apply to a voluntary or involuntary redemption, by acceleration or otherwise.

Notwithstanding the foregoing, up to 10% of the outstanding principal amount of this Bond may be redeemed in whole or in part without Redemption Premium during any fiscal year of the Borrower at any time if the source of such funds is the internal cash flow of the Borrower but shall not include funds derived from refinancings from institutions other than the Purchaser.

This Bond is also subject to redemption prior to maturity in whole or in part in the following manner: if the applicable Note is prepaid, in whole or in part, or is accelerated in accordance with the Bond Agreement, then this Bond shall be redeemed in whole or in part or accelerated.

Any partial redemption hereunder shall be accompanied by the payment of all accrued and unpaid interest on this Bond and all other fees, expenses and other sums due and owing, if any, and be applied in inverse order of maturity and shall be applied first to fees, costs, expenses or charges under the Bond Documents, then to the payment of accrued interest and the balance to principal hereunder.

Any prepayment premium due on the Note pursuant to the Bond Agreement, if any, shall be deemed to be a redemption premium to be paid to the Holder of this Bond.

This Bond is a special and limited obligation of the Authority payable from the Revenues derived by the Authority from the Borrower under the Bond Agreement, and neither the State of

New Jersey nor any political subdivision thereof, other than the Authority, shall be obligated to pay the principal of or interest on this Bond except from the Revenues pledged therefor under the Resolution, and neither the faith and credit nor the taxing power of the State of New Jersey or any political subdivision thereof is pledged to the payment of the principal of or interest on this Bond. The Authority has no taxing power.

No recourse shall be had for the payment of the principal of or interest on this Bond against any member or other officer of the Authority or any person executing this Bond, all such liability, if any, being hereby expressly waived and released by every holder or registered owner of this Bond by the acceptance hereof and as a part of the consideration hereof, as provided in the Resolution.

It is hereby certified, recited and declared by the Authority that all acts, conditions and things required by the Constitution and statutes of the State of New Jersey and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this Bond in order to make it the legal, valid and binding, special and limited obligations of the Authority in accordance with its terms, exist, have happened and have been performed in regular and due time, form and manner as required by law, and that the issuance of this Bond, together with all other indebtedness of the Authority, does not exceed or violate any constitutional, statutory or other limitation upon the amount of the bonded indebtedness prescribed by law for the Authority.

This Bond amends and restates the Authority's Revenue Refunding Bond, Caldwell University Issue, 2019 Series A in the original principal amount of \$17,000,000 issued on May 17, 2019 (the "Original Bond"), which Original Bond is no further force or effect.

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IN WITNESS WHEREOF, New Jersey Educational Facilities Authority has caused this bond to be executed in its name by the manual or facsimile signature of its Chair, Vice Chair or Executive Director and its official common seal (or a facsimile thereof) to be hereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile signature of its Executive Director, Secretary or any Assistant Secretary, all as of the Dated Date.

NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY

{SEAL}
ATTEST:

By: _____
Eric D. Brophy, Esq.
Executive Director

Steven Nelson
Assistant Secretary

Section 2. The Authorized Officers are hereby designated to be the authorized representatives of the Authority and each of them is hereby authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this resolution and the Deferral.

Section 3. In case any one or more of the provisions of this resolution or the Amended Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution or the Amended Bond and such documents shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 4. All prior resolutions of the Authority or portions thereof that are inconsistent herewith are hereby repealed.

Section 5. This resolution shall take effect in accordance with the Act.

____ Mr. Hutchinson ____ moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by ____ Secretary Smith Ellis ____ and upon roll call the following members voted:

AYE: Joshua Hodes
Ridgeley Hutchinson
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Zakiya Smith Ellis

NAY: None

ABSTAIN: None

ABSENT: None

The Chair thereupon declared said motion carried and said resolution adopted.

Caldwell modification – 5/26/20

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY APPOINTING MEMBERS TO THE EVALUATION
COMMITTEE**

Adopted: May 26, 2020

- WHEREAS:** The Evaluation Committee has been established pursuant to Article III, Section 12 of the By-Laws (the "By-Laws") of the New Jersey Educational Facilities Authority (the "Authority") and in accordance with Executive Order No. 122 (McGreevey) ("EO 122"); and
- WHEREAS:** The By-Laws provide that the Evaluation Committee shall consist of three members of the Authority elected at the annual meeting of the members of the Authority or as soon as practicable thereafter; and
- WHEREAS:** The By-Laws further provide that the members of the Evaluation Committee must meet the same standards of independence as are set forth in EO 122 for members of the Audit Committee, that members of the Audit Committee may also serve on the Evaluation Committee, and that the Evaluation Committee shall have the responsibility to conduct the solicitation and evaluation of eligible independent auditors, and to provide a recommendation to the Audit Committee, all in accordance with EO 122; and
- WHEREAS:** The State Treasurer, Ridgeley Hutchinson, and Louis Rodriguez are members of the Authority each of whom is willing to serve on the Evaluation Committee and each of whom meets the criteria of Executive Order No. 122.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY, AS FOLLOWS:

- Section 1.** The members of the Authority hereby elect the State Treasurer, Ridgeley Hutchinson, and Louis Rodriguez to serve on the Evaluation Committee in accordance with Article III, Section 12 of the By-Laws and Executive Order No. 122.
- Section 2.** This Resolution supersedes all prior resolutions to the extent inconsistent herewith and with the By-Laws and shall take effect in accordance with the provisions of the Act.

____ Mr. Rodriguez ____ moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by ____ Mr. Feeney ____ and upon roll call the following members voted:

AYE: Joshua Hodes
Ridgeley Hutchinson
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Zakiya Smith Ellis

NAY: None

ABSTAIN: None

ABSENT: None

The Chair thereupon declared said motion carried and said resolution adopted.

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY APPOINTING MEMBERS TO THE AUDIT COMMITTEE**

Adopted: May 26, 2020

- WHEREAS:** Pursuant to Article III, Section 12 of the By-Laws (the "By-Laws") of the New Jersey Educational Facilities Authority (the "Authority") and in accordance with Executive Order No. 122 (McGreevey) ("EO 122"), the Authority shall have a standing Audit Committee; and
- WHEREAS:** The By-Laws provide that the Audit Committee shall consist of: (i) the Treasurer of the State of New Jersey (the "State Treasurer"); (ii) the Treasurer of the Authority (the "Authority Treasurer"), but only if said Authority Treasurer is a member of the Authority, and if the Authority Treasurer is not a member of the Authority, then the Chair; and (iii) a member of the Authority with significant financial experience, elected at the Annual Meeting of the members of the Authority or as soon thereafter as practicable; and
- WHEREAS:** Pursuant to Article III, Section 12 of the By-Laws, the State Treasurer is a member of the Audit Committee as a member of the Authority *ex officio*; and
- WHEREAS:** Pursuant to Article III, Section 12 of the By-Laws, Ridgeley Hutchinson meets the qualifications to serve as a member of the Audit Committee as a member of the Authority with significant financial experience; and
- WHEREAS:** Pursuant to Article III, Section 12 of the By-Laws, since the Authority Treasurer is also a member of the Authority *ex officio*, the Chair shall seek an additional nomination from the State Treasurer; and
- WHEREAS:** At the next meeting of the Authority, the members of the Authority shall elect a sufficient number of persons to fill any and all vacancies of the Audit Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY, AS FOLLOWS:

- Section 1.** The members of the Authority hereby elect Ridgeley Hutchinson to serve on the Audit Committee in accordance with Article III, Section 12 of the By-Laws and Executive Order No. 122.
- Section 2.** This Resolution supersedes all prior resolutions to the extent inconsistent herewith and with the By-Laws and shall take effect in accordance with the provisions of the Act.

____ Mr. Rodriguez ____ moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by ____ Mr. Hutchinson ____ and upon roll call the following members voted:

AYE: Joshua Hodes
Ridgeley Hutchinson
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Zakiya Smith Ellis

NAY: None

ABSTAIN: None

ABSENT: None

The Chair thereupon declared said motion carried and said resolution adopted.

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
FOR THE ADOPTION OF ANNUAL NOTICE OF MEETINGS**

Adopted: May 26, 2020

WHEREAS: The New Jersey Educational Facilities Authority (the "Authority") desires to adopt an annual notice of meetings consistent with the requirements of the "Senator Byron M. Baer Open Public Meetings Act," N.J.S.A. 10:4-6 et seq.; and

WHEREAS: The adoption of regular meetings will enable the Authority to comply with the provisions of N.J.S.A. 10:4-18 which outlines requirements for dissemination of the notice of schedule adoption to the general public for inspection; and

WHEREAS: The Authority has determined that all notices for any regular, special or emergency meeting of the Authority be published in the *Star Ledger* and the *Times of Trenton*.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY AS FOLLOWS:

SECTION 1. The Authority hereby adopts the following schedule of meetings for the period June 23, 2020 through May 25, 2021.

SECTION 2. The Authority announces that it will, in accordance with the "Senator Byron M. Baer Open Public Meetings Act," N.J.S.A. 10:4-6 et seq., hold regular meetings open to the public for the period June 23, 2020 through May 25, 2021, on the following specific dates:

June 23, 2020	January 26, 2021
July 28, 2020	February 23, 2021
August 25, 2020	March 23, 2021
September 22, 2020	April 27, 2021
October 27, 2020	May 25, 2021
November 24, 2020	
December 22, 2020	

Unless otherwise provided, meetings will be held at 10:00 a.m. at the offices of the New Jersey Educational Facilities Authority, 103 College Road East, Princeton, New Jersey.

SECTION 3. In accordance with the By-Laws, the Authority may conduct a special meeting of the members consistent with the provisions of N.J.S.A. 10:4-9.

SECTION 4. This Resolution shall take effect in accordance with the Act.

____ Secretary Smith Ellis __ moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by ____ Mr. Hodes ____ and upon roll call the following members voted:

AYE: Joshua Hodes
Ridgeley Hutchinson
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Zakiya Smith Ellis

NAY: None

ABSTAIN: None

ABSENT: None

The Chair thereupon declared said motion carried and said resolution adopted.

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY AUTHORIZING PROCUREMENT OF INSURANCE COVERAGE**

Adopted: May 26, 2020

WHEREAS: The New Jersey Educational Facilities Authority (the "Authority") was duly created and now exists under the New Jersey Educational Facilities Authority Law, Public Laws of 1967, Chapter 271, *N.J.S.A. 18A:72A-1* et seq., as amended and supplemented (the "Act") for the purpose of issuing its obligations to obtain funds to finance eligible educational facilities as such may be required for the purposes of public and private institutions of higher education, private colleges and public libraries, and to sell such obligations at public or private sale at a price or prices and in a manner as the Authority shall determine; and

WHEREAS: In order to fulfill its contractual obligations and in order to operate in a prudent business manner, the Authority is required to carry property insurance, liability insurance, automobile insurance, workers compensation and directors and officer's liability insurance; and

WHEREAS: The term for the Authority's current insurance policy expires after June 30, 2020; and

WHEREAS: By resolution adopted on May 28, 2019, the Authority appointed Willis of New Jersey, Inc. ("Willis") to be the Authority's insurance broker for a term of three (3) years from July 1, 2019 to July 1, 2022 with two (2) optional one-year renewals; and

WHEREAS: Willis has made recommendations as to the selection of insurance carriers for the renewal period starting July 1, 2020 through and including July 1, 2021, as set forth in the term sheets (the "Term Sheets") attached hereto as **EXHIBIT A**; and

WHEREAS: The Authority has determined that it is in the Authority's best interest to accept Willis's recommendation as to the insurance carriers as set forth on the Term Sheets.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY THAT:

SECTION 1. The Authority hereby authorizes procurement of insurance coverage as quoted and recommended by Willis for the renewal period starting July 1, 2020 through and including July 1, 2021 with the insurance carriers for the respective types of insurance coverage and on the terms and

conditions as set forth in the Term Sheets attached hereto as **EXHIBIT A**.

SECTION 2. The Authority hereby authorizes the Executive Director, the Deputy Executive Director, and/or the Director of Finance, including any of the foregoing authorized officers serving in an interim or acting capacity, to take and do any and all acts and things as may be necessary or desirable in connection with implementation of this Resolution, including without limitation, executing agreements.

SECTION 3. This Resolution shall take effect in accordance with the Act.

_____ Mr. Rodriguez _____ moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by _____ Mr. Hutchinson _____ and upon roll call the following members voted:

AYE: Joshua Hodes
Ridgeley Hutchinson
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Zakiya Smith Ellis

NAY: None

ABSTAIN: None

ABSENT: None

The Chair thereupon declared said motion carried and said resolution adopted.

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

RENEWAL TERM SHEET – GENERAL INSURANCE
For the Period 7/1/20 to 7/1/21

COVERAGE:

General Liability:	\$ 1,000,000 per Occurrence, no retention
1 st Umbrella	\$10,000,000 per Occurrence
2 nd Umbrella	\$15,000,000 per Occurrence
E. F. A. Property	\$ 610,000 subject to \$5,000 Deductible
Property Legal Liability	\$ 1,000,000
Automobile	\$ 1,000,000 per Accident, no deductible
Workers Compensation	NJ Statutory Limits (\$1,000,000 per Accident Employers Liability)

	<u>Expiring Policies</u>	<u>Proposed Renewal</u>
Term:	7/1/19 – 7/1/20	7/1/20 – 7/1/21
Carrier:	American Alternative / Navigators / Hartford	AIG / Navigators / Hartford
AM Best Ratings:	A+ XV / A XI / A XV	A+ XV / A XI / A XV
Premiums:	\$ 92,102	\$ 92,641
NJ PLIGA:	\$ 582	\$ 586

MARKETING EFFORT AND RESPONSES:

<u>Carrier</u>	<u>Response</u>
AIG	Provided Cover Quote of \$72,572
Hartford	WC Cover Quote of \$3,366
Navigators	Provided 2 nd Umbrella Cover Quote of \$17,289

<u>Premiums</u>	<u>2019-20</u>	<u>2020-21</u>
Automobile	\$ 415	\$ 415
General Liability	\$ 59,068	\$ 58,903
Property/Computers/Crime	\$ 2,198	\$ 2,416
1 st Umbrella	\$ 10,424	\$ 10,405
2 nd Umbrella	\$ 16,480	\$ 17,136
Workers Compensation	\$ 3,517	\$ 3,366 (Payroll estimate- \$1,365,201)
NJ PLIGA/Fee	\$ 582	\$ 586
TOTAL	\$92,684	\$93,227

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

RENEWAL TERM SHEET – DIRECTORS & OFFICERS

For the Period 7/1/20 – 7/1/21

COVERAGE:

Limit: \$7,000,000 per Occurrence and Aggregate
Retention: Zero Non-Indemnifiable Loss
\$50,000 with Authority Reimbursement

	<u>Expiring Policy</u>	<u>Proposed Renewal</u>
Term:	7/1/19– 7/1/20	7/1/20 – 7/1/21
Carrier:	RSUI	RSUI
AM Best Rating:	A+XIII	A+XIV
Premium:	\$25,300	\$27,620
NJ PLIGA	\$ 152	\$ 166
TOTAL	\$25,502	\$27,786

EXCESS D&O

	<u>Expiring Policy</u>	<u>Proposed Renewal</u>
Term:	7/1/19 – 7/1/20	7/1/20 – 7/1/21
Carrier:	QBE	QBE
Limits:	\$7M xs \$7M (RSUI)	\$7M xs \$7M (RSUI)
AM Best Rating:	AXIV	AXIV
Premium:	\$20,000	\$21,931
NJ PLIGA	\$ 120	\$ 166
TOTAL	\$20,120	\$22,097

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
2020 BUDGET VARIANCE ANALYSIS
FOR THE THREE MONTHS ENDED MARCH 31, 2020**

EXECUTIVE SUMMARY

Net Operating Income

The NJEFA concluded March with year-to-date net operating income in the amount of \$227,998 based on year to date revenues of \$845,336 and expenses of \$617,338.

Revenues

Year-to-date revenues were \$87,098 more than projected due to higher investment income than was budgeted and timing of initial fees.

Expenses

Operating expenditures for the first three months of the year were under budget by \$185,529 primarily due to timing of expenditures and staff vacancies.

Exhibits

<u>Report</u>	<u>Page</u>
Actual vs. Budget Report	1
Operating Account – Vendor Payments	2
Summary of Construction Funds	3

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
ACTUAL vs. BUDGET REPORT
MARCH 2020**

	Month Ended March 31, 2020			Year-to-Date March 31, 2020		
	Actual	Budget	Variance	Actual	Budget	Variance
<u>Operating Revenues</u>						
Annual Administrative Fees	\$197,851	\$197,851	\$ -	\$ 593,552	\$ 593,549	\$ 3
Initial Fees	100,000	127,189	(27,189)	164,840	127,189	37,651
Investment Income	38,880	12,500	26,380	86,944	37,500	49,444
	<u>\$ 336,731</u>	<u>\$ 337,540</u>	<u>\$ (809)</u>	<u>\$ 845,336</u>	<u>\$ 768,238</u>	<u>\$ 87,098</u>
<u>Operating Expenses</u>						
Salaries	\$106,008	\$120,020	\$ 14,012	\$ 318,024	\$ 360,070	\$ 42,046
Employee Benefits	39,907	65,011	25,104	120,453	195,036	74,583
Provision for Post Ret. Health Benefits	10,417	10,417	-	31,250	31,247	(3)
Office of The Governor	2,083	2,083	-	6,250	6,253	3
Office of The Attorney General	6,250	6,250	-	19,672	18,750	(922)
Sponsored Programs & Meetings	98	983	885	577	2,953	2,376
Telecom & Data	2,881	3,300	419	6,127	9,900	3,773
Rent	16,445	16,667	222	49,335	49,997	662
Utilities	2,132	2,333	201	6,395	7,003	608
Office Supplies & Postage Expense	1,244	2,250	1,006	2,936	6,750	3,814
Travel & Expense Reimbursement	-	1,167	1,167	210	3,497	3,287
Staff Training & Conferences	464	2,583	2,119	539	7,753	7,214
Insurance	4,272	5,500	1,228	12,816	16,500	3,684
Publications & Public Relations	-	1,750	1,750	-	5,250	5,250
Professional Services	8,934	17,168	8,234	26,070	51,486	25,416
Dues & Subscriptions	1,853	5,792	3,939	6,154	17,372	11,218
Maintenance Expense	2,262	1,433	(829)	4,689	4,303	(386)
Depreciation	1,947	2,917	970	5,841	8,747	2,906
Contingency	-	-	-	-	-	-
	<u>207,197</u>	<u>267,624</u>	<u>60,427</u>	<u>617,338</u>	<u>802,867</u>	<u>185,529</u>
Net Operating Income	<u>\$ 129,534</u>	<u>\$ 69,916</u>	<u>\$ 59,618</u>	<u>\$ 227,998</u>	<u>\$ (44,629)</u>	<u>\$ 272,627</u>

**NJEFA
Vendor Payments
March 2020**

12:12 PM

Type	Date	Num	Name	Memo	Account	Accrual Basis Amount
Bill Pmt -Check	03/05/2020	EFT	BMO Financial Group	Crash Plan	Accounts Payable	9.99
Bill Pmt -Check	03/09/2020	EFT	NJSHBP	03/20 Covg	Accounts Payable	20,902.32
Bill Pmt -Check	03/09/2020	EFT	NJSHBP	03/20 Covg	Accounts Payable	3,049.89
Bill Pmt -Check	03/12/2020	1228	100 & RW CRA, LLC	007123, 006846	Accounts Payable	22,399.17
Bill Pmt -Check	03/12/2020	1229	Barclays	NJEFA-2020-01 3 All.	Accounts Payable	98.25
Bill Pmt -Check	03/12/2020	1230	DocuSafe	128904	Accounts Payable	173.92
Bill Pmt -Check	03/12/2020	1231	Government News Network	86749-G	Accounts Payable	350.00
Bill Pmt -Check	03/12/2020	1232	LaborLawCenter	100651445	Accounts Payable	62.99
Bill Pmt -Check	03/12/2020	1233	NACUBO	761385 750086 6/1/20-5/31/20	Accounts Payable	1,850.00
Bill Pmt -Check	03/12/2020	1234	NJ Economic Development Authority	2020March	Accounts Payable	1,454.90
Bill Pmt -Check	03/12/2020	1235	NJBIA	5145681999 Leave Laws ST	Accounts Payable	69.00
Bill Pmt -Check	03/12/2020	1236	Polar Inc.	087723	Accounts Payable	84.90
Bill Pmt -Check	03/12/2020	1237	Quadient (Formerly Neopost)	67393573 3/22/20-3/21/21 Meter & rate prot.	Accounts Payable	539.46
Bill Pmt -Check	03/12/2020	1238	Refinitive Global Markets Inc.	97456426	Accounts Payable	787.00
Bill Pmt -Check	03/12/2020	1239	Verizon Wirelss	9849582183	Accounts Payable	312.21
Bill Pmt -Check	03/12/2020	1240	W.B. Mason Company, inc.	IS1088973	Accounts Payable	418.11
Bill Pmt -Check	03/27/2020	1241	Comcast	030720	Accounts Payable	66.40
Bill Pmt -Check	03/27/2020	1242	NJ Alliance For Action, Inc.	35402	Accounts Payable	375.00
Bill Pmt -Check	03/27/2020	1243	NJ OIT Fiscal Services	2020February	Accounts Payable	1,292.61
Bill Pmt -Check	03/27/2020	1244	PFM Asset Management LLC	SMA-M0220-15800D	Accounts Payable	707.78
Bill Pmt -Check	03/27/2020	1245	PKF O'Connor Davies, LLP	470305	Accounts Payable	25,000.00
Bill Pmt -Check	03/27/2020	1246	Sky - High Building Services Corp.	67757 AED	Accounts Payable	1,200.00
Bill Pmt -Check	03/27/2020	1247	Treasurer, State of New Jersey - Pinnacle	02292020	Accounts Payable	1,187.72
						<u>82,433.64</u>

New Jersey Educational Facilities Authority
Summary of Construction Funds
As of March 31, 2020

<u>Institution</u>	<u>Issue</u>	<u>Description</u>	<u>Bond Proceeds</u>	<u>Net Disbursed</u>	<u>Balance</u>	<u>% Complete</u>
Private						
Stevens Institute of Technology	2020 Series A	Student Housing and University Center	\$174,315,000.00	(26,309,889.23)	\$148,005,110.77	15%
Stevens Institute of Technology	2017 Series A	Various Renov & Improvements, Refund 1998 I, 2007 A	76,911,558.14	(69,025,615.19)	7,885,942.95	90%
Rider University	2017 Series F	Academic & Residential Facilities, Science & Technology Bldg	44,228,160.45	(27,665,835.47)	16,562,324.98	63%
Georgian Court University	2017 Series G&H	Various Capital Improvements & Renovations, Refund 07 D, H	7,874,383.16	(119,445.14)	7,754,938.02	2%
Sub Total			<u>\$303,329,101.75</u>	<u>(\$123,120,785.03)</u>	<u>\$180,208,316.72</u>	
Public						
New Jersey City University	Series 2015 A	Various Renovations & Improv, Refund 02 A, 08 E	37,869,656.10	(35,175,779.61)	2,693,876.49	93%
Ramapo College of New Jersey	Series 2017 A	Refund 06 I, Renov Library, Learning Center	11,278,830.75	(813,999.22)	10,464,831.53	7%
Sub Total			<u>\$ 49,148,486.85</u>	<u>\$ (35,989,778.83)</u>	<u>\$ 13,158,708.02</u>	
Other Programs						
Equipment Leasing Fund	Series 2014 A&B	Acquisition and Installation of Equipment	\$ 101,266,893.00	\$ (97,629,452.66)	\$ 3,637,440.34	96%
Technology Infrastructure Fund	Series 2014	Development of Technology Infrastructure	41,313,667.00	(38,984,973.54)	2,328,693.46	94%
Capital Improvement Fund	Series 2014 A-D	Capital Improvements	191,905,596.00	(186,334,706.29)	5,570,889.71	97%
Facilities Trust Fund	Series 2014	Construct, Reconstruct, Develop & Improve Facilities	219,977,164.00	(203,705,214.26)	16,271,949.74	93%
Capital Improvement Fund	Series 2016 B	Capital Improvements	146,700,261.19	(135,206,320.13)	11,493,941.06	92%
Sub Total			<u>\$ 701,163,581.19</u>	<u>\$ (661,860,666.88)</u>	<u>\$ 39,302,914.31</u>	
Grand Total			<u>\$ 1,053,641,169.79</u>	<u>\$ (820,971,230.74)</u>	<u>\$ 232,669,939.05</u>	

* This issue has reached a completion rate of 95% or higher and will not appear on future reports.

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
2020 BUDGET VARIANCE ANALYSIS
FOR THE FOUR MONTHS ENDED APRIL 30, 2020**

EXECUTIVE SUMMARY

Net Operating Income

The NJEFA concluded April with year-to-date net operating income in the amount of \$245,811 based on year to date revenues of \$1,068,482 and expenses of \$822,671.

Revenues

Year-to-date revenues were \$99,893 more than projected due to higher investment income than was budgeted and timing of initial fees.

Expenses

Operating expenditures for the first four months of the year were under budget by \$247,820 primarily due to timing of expenditures and staff vacancies.

Exhibits

<u>Report</u>	<u>Page</u>
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Operating Account – Vendor Payments	2
Summary of Construction Funds	3

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
ACTUAL vs. BUDGET REPORT
APRIL 2020

	Month Ended April 30, 2020			Year-to-Date April 30, 2020		
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<u>Operating Revenues</u>						
Annual Administrative Fees	\$ 197,851	\$ 197,851	\$ -	\$ 791,403	\$ 791,400	\$ 3
Initial Fees	-	-	-	164,840	127,189	37,651
Investment Income	25,295	12,500	12,795	112,239	50,000	62,239
	<u>\$ 223,146</u>	<u>\$ 210,351</u>	<u>\$ 12,795</u>	<u>\$ 1,068,482</u>	<u>\$ 968,589</u>	<u>\$ 99,893</u>
<u>Operating Expenses</u>						
Salaries	\$ 106,008	\$ 120,020	\$ 14,012	\$ 424,032	\$ 480,090	\$ 56,058
Employee Benefits	39,854	65,011	25,157	160,307	260,047	99,740
Provision for Post Ret. Health Benefits	10,417	10,417	-	41,667	41,664	(3)
Office of The Governor	2,083	2,083	-	8,333	8,336	3
Office of The Attorney General	6,250	6,250	-	25,922	25,000	(922)
Sponsored Programs & Meetings	(85)	983	1,068	492	3,936	3,444
Telecom & Data	3,020	3,300	280	9,147	13,200	4,053
Rent	16,445	16,667	222	65,780	66,664	884
Utilities	2,132	2,333	201	8,527	9,336	809
Office Supplies & Postage Expense	907	2,250	1,343	3,843	9,000	5,157
Travel & Expense Reimbursement	-	1,167	1,167	210	4,664	4,454
Staff Training & Conferences	-	2,583	2,583	539	10,336	9,797
Insurance	4,272	5,500	1,228	17,088	22,000	4,912
Publications & Public Relations	-	1,750	1,750	-	7,000	7,000
Professional Services	8,796	17,168	8,372	34,866	68,654	33,788
Dues & Subscriptions	2,236	5,792	3,556	8,390	23,164	14,774
Maintenance Expense	1,052	1,433	381	5,741	5,736	(5)
Depreciation	1,946	2,917	971	7,787	11,664	3,877
Contingency	-	-	-	-	-	-
	<u>205,333</u>	<u>267,624</u>	<u>62,291</u>	<u>822,671</u>	<u>1,070,491</u>	<u>247,820</u>
Net Operating Income	<u>\$ 17,813</u>	<u>\$ (67,273)</u>	<u>\$ 75,086</u>	<u>\$ 245,811</u>	<u>\$ (101,902)</u>	<u>\$ 347,713</u>

NJEFA
Vendor Payments
April 2020

12:45 PM

Type	Date	Num	Name	Memo	Account	Accrual Basis Amount
Bill Pmt -Check	04/02/2020	EFT	NJSHBP	04/20 Covg	Accounts Payable	20,902.32
Bill Pmt -Check	04/02/2020	EFT	NJSHBP	04/20 Covg	Accounts Payable	3,049.89
Bill Pmt -Check	04/07/2020	EFT	BMO Financial Group	Survey Monkey, Remote PC Annual, Crsh Plan Mthly	Accounts Payable	446.11
Bill Pmt -Check	04/27/2020	1248	100 & RW CRA, LLC	007261	Accounts Payable	22,371.67
Bill Pmt -Check	04/27/2020	1249	Comcast	040720	Accounts Payable	88.40
Bill Pmt -Check	04/27/2020	1250	DocuSafe	129863, 127940	Accounts Payable	411.79
Bill Pmt -Check	04/27/2020	2000	Government News Network	87040-G	Accounts Payable	350.00
Bill Pmt -Check	04/27/2020	2001	Kean University	7514, 9638, 9636 Antitrust Settlement	Accounts Payable	328.17
Bill Pmt -Check	04/27/2020	2002	Montclair State	9639 Antitrust Settlement	Accounts Payable	100.00
Bill Pmt -Check	04/27/2020	2003	New Jersey City University	7515 Antitrust Settlement	Accounts Payable	455.27
Bill Pmt -Check	04/27/2020	2004	NJ Advance Media	Inv 0002569551 Ads 0009555791, 0009555796	Accounts Payable	28.66
Bill Pmt -Check	04/27/2020	2005	NJ Economic Development Authority	2020April	Accounts Payable	1,454.90
Bill Pmt -Check	04/27/2020	2008	NJ OIT Fiscal Services	2020March	Accounts Payable	1,290.67
Bill Pmt -Check	04/27/2020	2007	Penn Medicine	5173 4/1/20-6/30/20	Accounts Payable	98.00
Bill Pmt -Check	04/27/2020	2008	PFM Asset Management LLC	SMA-M0320-16354D	Accounts Payable	722.40
Bill Pmt -Check	04/27/2020	2009	Polar Inc.	093594, 094261	Accounts Payable	95.95
Bill Pmt -Check	04/27/2020	2010	Ramapo College	9641 Antitrust Settlement	Accounts Payable	100.00
Bill Pmt -Check	04/27/2020	2011	Refinitive Global Markets Inc.	97511010	Accounts Payable	787.00
Bill Pmt -Check	04/27/2020	2012	Richard Stockton University	7516 Antitrust Settlement	Accounts Payable	117.62
Bill Pmt -Check	04/27/2020	2013	Rowan University	9642, 9640 Antitrust Settlement	Accounts Payable	200.00
Bill Pmt -Check	04/27/2020	2014	The College of NJ	7517, 9637 Antitrust Settlement	Accounts Payable	613.83
Bill Pmt -Check	04/27/2020	2015	Treasurer, State of New Jersey - Pinnacle	03312020	Accounts Payable	1,184.60
Bill Pmt -Check	04/27/2020	2016	UPS	2Y687X120, 2Y687X150	Accounts Payable	72.27
Bill Pmt -Check	04/27/2020	2017	US Bank	5592515	Accounts Payable	3,232.50
Bill Pmt -Check	04/27/2020	2018	Verizon Wireless	9851681537	Accounts Payable	457.01
Bill Pmt -Check	04/27/2020	2019	W.B. Mason Company, Inc.	IS1103363	Accounts Payable	297.44
Bill Pmt -Check	04/27/2020	2020	William Paterson University	9643 Antitrust Settlement	Accounts Payable	100.00
						59,356.37

New Jersey Educational Facilities Authority
Summary of Construction Funds
As of April 30, 2020

<u>Institution</u>	<u>Issue</u>	<u>Description</u>	<u>Bond Proceeds</u>	<u>Net Disbursed</u>	<u>Balance</u>	<u>% Complete</u>
Private.						
Stevens Institute of Technology	2020 Series A	Student Housing and University Center	\$174,315,000.00	(32,900,469.44)	\$141,414,530.56	19%
Stevens Institute of Technology	2017 Series A	Various Renov & Improvements, Refund 1998 I, 2007 A	76,911,558.14	(69,285,377.13)	7,626,181.01	90%
Rider University	2017 Series F	Academic & Residential Facilities, Science & Technology Bldg	44,228,160.45	(27,643,754.35)	16,584,406.10	63%
Georgian Court University	2017 Series G&H	Various Capital Improvements & Renovations, Refund 07 D, H	7,874,383.16	(114,092.84)	7,760,290.32	1%
Sub Total			<u>\$303,329,101.75</u>	<u>(\$129,943,693.76)</u>	<u>\$173,385,407.99</u>	
Public.						
New Jersey City University*	Series 2015 A	Various Renovations & Improv, Refund 02 A, 08 E	37,869,656.10	(37,867,248.57)	2,407.53	100%
Ramapo College of New Jersey	Series 2017 A	Refund 06 I, Renov Library, Learning Center	11,278,830.75	(805,223.41)	10,473,607.34	7%
Sub Total			<u>\$ 49,148,486.85</u>	<u>\$ (38,672,471.98)</u>	<u>\$ 10,473,607.34</u>	
Other Programs						
Equipment Leasing Fund	Series 2014 A&B	Acquisition and Installation of Equipment	\$ 101,266,893.00	\$ (97,881,560.70)	\$ 3,385,332.30	97%
Technology Infrastructure Fund	Series 2014	Development of Technology Infrastructure	41,313,667.00	(38,984,973.54)	2,328,693.46	94%
Capital Improvement Fund	Series 2014 A-D	Capital Improvements	191,905,596.00	(186,334,706.29)	5,570,889.71	97%
Facilities Trust Fund	Series 2014	Construct, Reconstruct, Develop & Improve Facilities	219,977,164.00	(205,772,330.49)	14,204,833.51	94%
Capital Improvement Fund	Series 2016 B	Capital Improvements	146,700,261.19	(135,554,755.95)	11,145,505.24	92%
Sub Total			<u>\$ 701,163,581.19</u>	<u>\$ (664,528,326.97)</u>	<u>\$ 36,635,254.22</u>	
Grand Total			<u>\$ 1,053,641,169.79</u>	<u>\$ (833,144,492.71)</u>	<u>\$ 220,496,677.08</u>	

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