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Eric D. Brophy, Esq.  
*Executive Director*

**MINUTES OF THE MEETING OF THE  
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
HELD REMOTELY ON TUESDAY, FEBRUARY 23, 2021**

The meeting was called to order at 10:03 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 email on January 15, 2021, 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 and on the Authority's Website. 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 (VIA ZOOM):**

Joshua Hodes, Chair  
Ridgeley Hutchinson, Vice Chair  
Elizabeth Maher Muoio, State Treasurer, Treasurer (represented by Ryan Feeney)  
Louis Rodriguez  
Brian Bridges, Secretary of Higher Education

**AUTHORITY MEMBERS ABSENT:**

None

**STAFF PRESENT (VIA ZOOM):**

Eric D. Brophy, Executive Director  
Sheryl A. Stitt, Deputy Executive Director  
Steven Nelson, Director of Project Management  
Ellen Yang, Director of Compliance Management  
Brian Sootkoos, Director of Finance-Controller  
Zachary Barby, Communications/IT Coordinator  
Rebecca Clark, Associate Project Manager  
Matthew Curtis, Information Technology Manager

Edward DiFiglia, Public Information Officer  
Linda Hazley, Office Manager/Document Specialist  
Carl MacDonald, Project Manager  
Kristen Middleton, Assistant Controller  
Jamie O'Donnell, Grant Program Manager  
Sheila Toles, Human Resources Manager  
Gary Vencius, Accounting Manager

**ALSO PRESENT (VIA ZOOM):**

Victoria Nilson, Esq., Deputy Attorney General  
Rudy Rodas, Esq., Governor's Authorities Unit

**ITEMS OF DISCUSSION**

**1. Approval of the Minutes of the Meeting of January 26, 2021**

The minutes of the meeting of January 26, 2021 were delivered electronically to Governor Philip D. Murphy under the date of January 27, 2021. Mr. Rodriguez moved the meeting minutes for approval as presented; the motion was seconded by Mr. Hodes and passed unanimously.

**2. Executive Director's Report**

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

Mr. Brophy congratulated Dr. Brian Bridges on his confirmation as Secretary of Higher Education.

Mr. Brophy reported that staff continued to work remotely with the exception of individuals who needed to go into the office to complete necessary tasks that could not be performed remotely. He reported that staff continued to take advantage of training opportunities.

Mr. Brophy reported that staff had engaged in several Employee Assistance Program (EAP) training sessions this month. He explained that the sessions focused on mental health and well-being of staff and offered an opportunity for group discussion and provided tools for dealing with stresses associated with everyday work and pandemic related isolation. He explained that EAP was a health service provider that the Authority contracts with that offers various services such as counseling, referral and other health related services at no cost to staff.

Mr. Brophy reported that staff meetings continued as directed and that management was trying a new initiative that added periodic weekly or bi-weekly

departmental meetings in addition to scheduled monthly staff meetings and weekly planning meetings. He reported that management had also initiated direct meetings for Communications, Office Management, Compliance and Project Management and that the meetings help to update executive staff on status of matters and help focus individual functions/tasks of each department.

Mr. Brophy reported that staff continued to monitor and assess the potential return to the Authority's office and continued to prepare the physical office for that eventuality.

Mr. Brophy reported that staff continued virtual meetings with client institutions to help assess their needs and continued to participate in remote industry, networking and informational meetings. He reported that the New Jersey Presidents' Council had adopted a joint FY22 budget statement, which requested that the Authority's four higher education grant programs be reauthorized providing potentially up to \$500 million in grants for new capital projects. He reported that the statement also requested consideration of an emergency loan program through the Authority to provide "working capital" to colleges and universities to offset revenue losses and costs related to COVID-19 and that the authorization was included in the Authority's proposed statutory amendments. Mr. Brophy reported that staff was attending a weekly series of conferences sponsored by the American Association of State Colleges and Universities. He reported that he and the Authority's Director of Compliance would be attending the 3-day National Association of Bond Lawyers conference in March which will focus on advanced tax, securities and general public finance law.

Mr. Brophy reported that the Authority continued to work with and provide support for the State Library grant program and that the Appropriations bill had unanimously passed the Assembly and Senate and was signed by the governor in November. He reported that next steps would include libraries completing all required contingencies and executing grant agreements.

Mr. Brophy reported that amendments to the Authority's enabling statute had been submitted to the Legislature for consideration with provisions including working capital, funding of affiliate entities, permitting loans instead of leases for public colleges and providing a mechanism for turning college property back to colleges once bonds are paid or otherwise terminated.

Mr. Brophy reported that staff was planning to host several presentations once again. He reported that the presentations would be virtual webinars and that the topics and speakers were still in the discussion phase. Mr. Brophy reported that the Authority's finance division was working on various activity in preparation for the Authority's 2020 audit and the Authority's renewal of its General Liability and Directors' and Officers' insurance anticipated in May.

3. **Resolution of the New Jersey Educational Facilities Authority Authorizing the Issuance and Sale of NJEFA Revenue Bonds, Princeton University Issue, 2021 Series B and Revenue Refunding Bonds, 2021 Series C**

Mr. Nelson reported that the Authority sought the Members' approval to authorize the issuance of up to \$450 million in new money and refunding bonds for Princeton University. He reported the new money bonds, designated 2021 Series B, would be used to finance various capital assets across the University and refund various series of commercial paper notes and that the refunding bonds, designated 2021 Series C, would be used to finance the current refunding of the University's 2011 Series B bonds.

Mr. Nelson reported that the Authority distributed and evaluated an RFP for verification agent services and based on the results of the evaluation, the Authority recommended the firm Robert Thomas CPA be appointed as verification agent. He reported that the Bank of New York Mellon had been selected to serve as trustee and escrow agent and McManimon, Scotland & Baumann, LLC had been selected to serve as bond counsel.

Nicholas Concilio, Esq. of McManimon, Scotland & Baumann, LLC described the resolution for the Members' consideration.

Timothy Graf, Associate Vice President for Treasury Services of Princeton University thanked everyone involved in the transaction and explained the importance of the financing.

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

RESOLUTION AUTHORIZING THE ISSUANCE OF NEW  
JERSEY EDUCATIONAL FACILITIES AUTHORITY  
PRINCETON UNIVERSITY REVENUE BONDS, 2021  
SERIES B AND PRINCETON UNIVERSITY REVENUE  
REFUNDING BONDS, 2021 SERIES C

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

The adopted resolution is appended as Exhibit I.

4. **Resolution of the New Jersey Educational Facilities Authority Authorizing the Issuance and Sale of NJEFA Revenue Refunding Bonds, New Jersey City University Issues, Series 2021 A (Tax-Exempt) and Series 2021 B (Federally Taxable)**

Mr. MacDonald reported that the Authority sought the Members' approval of a resolution authorizing the issuance of the Authority's revenue refunding bonds,

New Jersey City University issues, Series 2021 A (Tax-Exempt) and Series 2021 B (Federally Taxable) in an amount not to exceed \$50,000,000.

Mr. MacDonald reported that at the Authority's March 24, 2020 meeting, the Members had approved a resolution authorizing the issuance of tax-exempt and taxable refunding bonds, in one or more series in an amount not to exceed \$155,000,000 to be issued on behalf of the University. He reported that the financing was delayed as a result of the COVID-19 pandemic and that since the adoption of the March 2020 bond resolution, the University had revised its financing plans, reducing the amount of outstanding bonds to be refunded, which resulted in a downsized par-amount. Mr. MacDonald reported that the University would secure its rental payment obligations in respect to the Series 2021 refunding bonds with a pledge of certain tuition and fees of the University and that the Authority was now seeking the Members' authorization for revised issuance.

Mr. MacDonald reported that the proceeds of the bonds would be used to pay the cost of the refunding of all or part of the principal, sinking fund installment and/or interest requirements in respect of any or all of the outstanding \$12,020,000 principal amount of the Series 2007 F bonds, the outstanding \$6,175,000 principal amount of the Series 2008 F bonds, the outstanding \$10,975,000 principal amount of the Series 2010 F bonds, the outstanding \$18,310,000 principal amount of the Series 2010 G bonds, the outstanding \$35,340,000 principal amount of the Series 2015 A bonds and/or the outstanding \$47,840,000 principal amount of the Series 2016 D bonds; fund a debt service reserve fund; and pay certain costs of issuance.

Mr. MacDonald reported that in accordance with the Authority's policies and procedures, staff distributed and evaluated RFPs for underwriting manager(s), trustee, escrow agent and verification agent services. He reported that the appointments were previously approved at the Authority's March 24, 2020 meeting and that Morgan Stanley had been appointed senior manager, Raymond James & Associates as co-manager, The Bank of New York Mellon as trustee, The Bank of New York Mellon as escrow agent for the Series 2007 F, Series 2008 F and Series 2010 F&G bonds, U.S. Bank National Association was appointed as escrow agent for the Series 2015 A and 2016 D bonds, Causey Demgen & Moore P.C. as verification agent and GluckWalrath LLP was selected to serve as bond counsel.

James Fearon, Esq. of Gluck Walrath described the resolution for the Members' consideration.

Dr. Aaron Aska, Vice President and Chief Operating Officer thanked everyone involved in the transaction and commented on the University's project.

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

RESOLUTION AUTHORIZING THE ISSUANCE OF NEW  
JERSEY EDUCATIONAL FACILITIES AUTHORITY  
REVENUE REFUNDING BONDS, NEW JERSEY CITY  
UNIVERSITY ISSUES, SERIES 2021 A (TAX-EXEMPT)  
AND SERIES 2021 B (FEDERALLY TAXABLE)

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

The adopted resolution is appended as Exhibit II.

**5. Resolution of the New Jersey Educational Facilities Authority Extending the Engagement of the Authority's Investment Advisor**

Mr. Sootkoos reported that pursuant to a competitive RFP process, the Authority entered into an agreement with PFM Asset Management to serve as the Authority's Investment Advisor for a period of two years commencing on May 28, 2019 and ending May 27, 2021 with the option to extend the engagement for two additional and successive periods of 12 months each at the discretion of the Authority. He reported that based on the performance of PFM and its proposed fee structure, which remain unchanged, Authority staff recommended that the engagement of PFM be extended for the one-year renewal period at current rates, commencing May 28, 2021, and ending May 27, 2022.

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

RESOLUTION OF THE NEW JERSEY EDUCATIONAL  
FACILITIES AUTHORITY EXTENDING THE  
ENGAGEMENT OF THE AUTHORITY'S INVESTMENT  
ADVISOR

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

The adopted resolution is appended as Exhibit III.

**6. Resolution of the New Jersey Educational Facilities Authority Authorizing Retaining of Printing Services for Annual Reports, Newsletters and Other Communications Materials, as Needed**

Mr. DiFiglia reported that the Authority's current contract for printing services for Communications materials would expire on May 31, 2021 and that staff had determined that the services provided by a printing firm, which include printing of

the annual report and EFA newsletters, were necessary. He reported that with no extensions available on the current contract, staff circulated an RFP to a distribution list of 23 firms and posted the RFP on Authority's website and the State of New Jersey's website. Three responses were received and the evaluation committee consisting of the Authority's Public Information Officer and the Communications/Information and Technology Coordinator reviewed the responses based on factors outlined in Executive Order 37 (2006) and the RFP, which included strong consideration be given to the respective price quotations submitted.

Mr. DiFiglia reported that each firm that submitted a proposal was evaluated across multiple criteria, including fee, experience, capabilities, and printing samples and advised that staff recommended engaging Hawk Graphics, Inc. to serve as the Authority's printer for a three-year period beginning on or about March 1, 2021 and ending on February 29, 2024.

Secretary Bridges moved the adoption of the following entitled resolution:

RESOLUTION OF THE NEW JERSEY EDUCATIONAL  
FACILITIES AUTHORITY AUTHORIZING RETAINING OF  
PRINTING SERVICES FOR ANNUAL REPORTS,  
NEWSLETTERS AND OTHER COMMUNICATIONS  
MATERIALS AS NEEDED

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

The adopted resolution is appended as Exhibit IV.

**7. 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 January 2021.

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

The reports are appended as Exhibit V.

**8. Next Meeting Date**

Mr. Hodes reminded everyone that the next meeting was scheduled for Tuesday, March 23, 2021 at 10:00 a.m. and requested a motion to adjourn.

Mr. Hutchinson moved that the meeting be adjourned at 10:38 a.m. The motion was seconded by Mr. Hodes and passed unanimously.

Respectfully submitted,

A handwritten signature in dark ink, appearing to be 'Eric D. Brophy', written in a cursive style.

Eric D. Brophy  
Secretary



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### **TERM SHEET**

- Borrower:** Princeton University, Princeton, New Jersey
- Issue:** 2021 Series B and 2021 Series C
- Amount:** Not to Exceed \$450,000,000
- Purpose:** **2021 Series B Bonds** - to finance: (i) in whole or in part, the costs of the acquisition, construction, renovation and installation of certain capital assets to be located at or near the University's main campus in Princeton, New Jersey, at its Forrestal Campus in Plainsboro, New Jersey, at its administrative building at 701 Carnegie Center in West Windsor, New Jersey, or at its lake campus in West Windsor, New Jersey, consisting of (a) the renovation and repair of various University buildings and other facilities, including utility systems, roads, grounds and parking, (b) the purchase of capital equipment for academic departments and administrative and supporting units, (c) the construction of academic, administrative, athletic, housing and/or student/faculty/staff-related capital facilities and utility/infrastructure-related assets, and (d) the acquisition of land; (ii) the refunding of all or a portion of the Authority's Princeton University Commercial Paper Notes, Series 2018A and Series 2020A (Tax-Exempt); (iii) the refunding of a portion of The Trustees of Princeton University Taxable Commercial Paper Notes; and (iv) pay certain costs of issuance.
- 2021 Series C Bonds** – to finance all or a portion of: (i) the current refunding and defeasance of all or a portion of the Authority's Princeton University Revenue Bonds, 2011 Series B Bonds; and (ii) pay certain costs of issuance.
- Structure:** Competitive Sale, Fixed Rate
- Term:** No later than March 1, 2061
- True Interest Cost:** Not to Exceed 5.00%

**Current  
Bond Ratings:** AAA (Moody's)  
Aaa (S&P)

**Tentative  
Sale Date:** March 2021

**Tentative  
Closing Date:** April 2021

The Authority Members will be asked to adopt the 2021 Series B and 2021 Series C Series Resolution pertaining to the Bonds which outlines the various parameters of the financing; authorizes the issuance of the Bonds; authorizes and approves the form of and entry into all legal documents necessary for the financing; and delegates to any Authorized Officer of the Authority the ability to take all actions as may be necessary to sell, award and issue the Bonds and execute all necessary bond documents to finalize this transaction.

**Professionals on the Transaction:**

<b>Bond Counsel:</b>	McManimon, Scotland & Baumann, LLC
<b>Authority's Counsel:</b>	Attorney General of the State of New Jersey
<b>University's Counsel:</b>	Ballard Spahr LLP
<b>University's Financial Advisor:</b>	The Yuba Group LLC
<b>Trustee/Escrow Agent:</b>	The Bank of New York Mellon
<b>Trustee/Escrow Agent's Counsel:</b>	Hawkins Delafield & Wood LLP
<b>Underwriter:</b>	TBD
<b>Verification Agent:</b>	Robert Thomas CPA LLC
<b>Printer:</b>	ImageMaster LLC



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**Date:** February 23, 2021

**To:** Members of the Authority

**Issue:** Princeton University Issues, 2021 Series B and 2021 Series C

Below please find the procurement procedures that were undertaken with respect to the various professional appointments in connection with the Princeton University 2021 Series B and 2021 Series C transactions and staff's recommendations with respect thereto.

**Bond Counsel**

In accordance with Executive Order No. 26 (1994), the Attorney General's office has selected McManimon, Scotland & Baumann LLC to serve as bond counsel for this transaction.

**Trustee, Bond Registrar, Paying Agent and Escrow Agent**

In accordance with the University's general bond resolution structure which maintains the same Trustee for every series of bonds thereafter, The Bank of New York Mellon will serve as Trustee and Escrow Agent for this transaction.

**Verification Agent**

On April 30, 2020, the Authority circulated an RFP to six nationally recognized independent certified public accounting firms that regularly perform verification agent services. The RFP was also posted on the Authority's website and the State of New Jersey's website. The Authority received two responses, one of which was received after the deadline and considered non-responsive. The responsive firm and their respective fee is as follows:

<b>Proposed Fees</b>	<b>Total</b>
Robert Thomas CPA	\$1,500

Robert Thomas CPA's fee quote of \$1,500 is in line with fee quotes the Authority has received in response to recent verification agent RFPs. It is the Authority's recommendation to select Robert Thomas CPA LLC to serve as Verification Agent for this transaction.

The Authority's staff involvement in the procurement processes related to the above referenced professionals was completed as of the 12<sup>th</sup> day of February 2021.

By:   
Eric D. Brophy, Esq.  
Executive Director

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

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**2021 SERIES B AND 2021 SERIES C  
SERIES RESOLUTION**

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**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED**

**\$450,000,000**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
PRINCETON UNIVERSITY REVENUE BONDS, 2021 SERIES B  
AND  
PRINCETON UNIVERSITY REVENUE REFUNDING BONDS, 2021 SERIES C**

**ADOPTED FEBRUARY 23, 2021**

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## **2021 SERIES B AND 2021 SERIES C SERIES RESOLUTION**

### **A SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY PRINCETON UNIVERSITY REVENUE BONDS, 2021 SERIES B AND PRINCETON UNIVERSITY REVENUE REFUNDING BONDS, 2021 SERIES C**

**WHEREAS**, the New Jersey Educational Facilities Authority (the "*Authority*"), by its Princeton University Revenue Bond Resolution, duly adopted on February 16, 1999 as amended and supplemented (collectively, the "*Resolution*"), has authorized the issuance of bonds, from time to time, in one or more series, for the purpose of providing funds for a loan to The Trustees of Princeton University (the "*University*");

**WHEREAS**, the Resolution provides that the bonds of the Authority shall be authorized and issued pursuant to a series resolution or series resolutions;

**WHEREAS**, the Authority has, at the request of the University, determined that it is necessary and in keeping with its authorized purposes to issue a series of bonds to be designated "New Jersey Educational Facilities Authority Princeton University Revenue Bonds, 2021 Series B" (the "*2021 Series B Bonds*") for the purpose of financing: (i) in whole or in part, the costs of the acquisition, construction, renovation and installation of certain capital assets to be located at or near the University's main campus in Princeton, New Jersey, at its Forrestal Campus in Plainsboro, New Jersey, at its administrative building at 701 Carnegie Center in West Windsor, New Jersey, or at its lake campus in West Windsor, New Jersey, consisting of (a) the renovation and repair of various University buildings and other facilities, including utility systems, roads, grounds and parking, (b) the purchase of capital equipment for academic departments and administrative and supporting units, (c) the construction of academic, administrative, athletic, housing and/or student/faculty/staff-related capital facilities and utility/infrastructure-related assets, and (d) the acquisition of land; (ii) the refunding of all or a portion of the Authority's Princeton University Commercial Paper Notes, Series 2018A and Series 2020A (Tax-Exempt); (iii) the refunding of a portion of The Trustees of Princeton University Taxable Commercial Paper Notes ((i), (ii) and (iii) are collectively referred to as the "*2021 Series B Project*"); and (iv) the payment of certain costs incidental to the sale and issuance of the 2021 Series B Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution;

**WHEREAS**, the Authority has heretofore issued \$250,000,000 principal amount of its Princeton University Revenue Bonds, 2011 Series B (the "*2011 Series B Bonds*"), pursuant to the Resolution and a Series Resolution adopted May 24, 2011 for the purpose of financing certain facilities of the University described as "Facility Y" in the Loan Agreement, dated as of July 1, 2011, by and between the Authority and the University;

**WHEREAS**, the Resolution authorizes the issuance of refunding bonds to refund any one or more Series, or maturity or maturities within a Series, of Outstanding Bonds and Additional Parity Bonds for the purpose of providing funds to finance or refinance the costs of certain other facilities for the University;

**WHEREAS**, the Authority has, at the request of the University, determined that it is necessary and in keeping with its authorized purposes to issue a series of bonds to be designated "New Jersey Educational Facilities Authority Princeton University Revenue Refunding Bonds, 2021 Series C" (the "*2021 Series C Bonds*"; and together with the 2021 Series B Bonds, the "*2021 Bonds*") for the purpose of financing all or a portion of: (i) the current refunding and defeasance of all or a portion of the Outstanding 2011 Series B Bonds (the "*Bonds to be Refunded*"; such refunding of the Bonds to be Refunded to be defined as the "*Refunding Project*"; and together with the 2021 Series B Project, the "*2021 Project*"); and (ii) the payment of certain costs incidental to the sale and issuance of the 2021 Series C Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution; and

**WHEREAS**, the Authority deems it necessary and in keeping with its purposes to issue the 2021 Bonds herein authorized for the purposes of (i) financing the costs of the 2021 Project and (ii) paying certain costs incidental to the sale and issuance of the 2021 Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY AS FOLLOWS:**

## ARTICLE I

### DEFINITIONS AND AUTHORITY

**Section 1.01. Definitions.** As used in this 2021 Series B and 2021 Series C Series Resolution, unless a different meaning clearly appears from the context, all words and terms defined in Section 1.01 of the Resolution shall have the same meanings, respectively, in this 2021 Series B and 2021 Series C Series Resolution and in the 2021 Bonds authorized hereby as are given to such words and terms by Section 1.01 of the Resolution. In addition, as used in the Resolution and in this 2021 Series B and 2021 Series C Series Resolution, unless a different meaning clearly appears from the context, the following words and terms shall mean:

"*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 the 2021 Bonds to commence on the date of issuance and delivery of the 2021 Bonds;

"*Applicable Series Resolution*" means this 2021 Series B and 2021 Series C Series Resolution and, unless a different meaning clearly appears from the context, other series resolutions authorizing Additional Parity Bonds;

"*Authority Tax Certificate*" means the Arbitrage and Tax Certificate, including the exhibits thereto, dated the date of issuance and delivery of the 2021 Bonds, furnished by the Authority and based upon the University Tax Certificate;

"*Authorized Officer*" means 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";

"*Certificate of Determination*" means a certificate of any Authorized Officer making certain findings and determinations as authorized and/or delegated pursuant to the terms of this 2021 Series B and 2021 Series C Series Resolution;

"*Construction Fund*" means the fund created and established by this 2021 Series B and 2021 Series C Series Resolution;

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement, dated as of April 1, 2021 (or such other dated date as may be determined based on the date of issuance of the 2021 Bonds), by and between the University and The Bank of New York Mellon, as Dissemination Agent, as the same may from time to time be amended or supplemented;

"*Costs of Issuance*" means, as applicable, any costs relating to the issuance or the carrying of the 2021 Bonds payable from the proceeds thereof, including, but not limited to: (i) underwriters' discount (whether realized directly or derived through the purchase of the 2021 Bonds at a discount below the price at which they are expected to be sold to the public); (ii) counsel

fees (including bond counsel, issuer's counsel, University counsel, trustee's counsel and any other specialized counsel fees incurred in connection with the borrowing); (iii) financial advisory fees incurred in connection with the borrowing; (iv) rating agency fees; (v) trustee fees incurred in connection with the borrowing; (vi) paying agent and certifying and authenticating agent fees related to the issuance of the 2021 Bonds; (vii) accountant fees related to the issuance of the 2021 Bonds; (viii) printing costs (of the 2021 Bonds and of preliminary and final offering materials); (ix) fees of any securities depository; (x) verification agent fees, if any; (xi) costs incurred in connection with the required public approval process, if any (e.g., publication costs for public notices in connection with the issuance of the 2021 Bonds, including, without limitation, the notice of sale and the notice of public hearing); and (xii) Authority fees;

"*DTC*" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the 2021 Bonds;

"*Initial Fee*" means the per series fee paid or payable to the Authority for its services in connection with the issuance of the 2021 Bonds, calculated at the rate of 1/5 of 1% of the aggregate principal amount of each series of the 2021 Bonds, with a maximum initial fee of \$125,000 payable by the University on the date of issuance and delivery of the 2021 Bonds;

"*Letter of Instruction*" means the Letter of Instruction relating to the Bonds to be Refunded, dated as of such date as may be determined based on the date of issuance of the 2021 Series C Bonds, by and between the Authority and the University and acknowledged by The Bank of New York Mellon, as Trustee for the Bonds to be Refunded;

"*Loan Agreement*" means the Loan Agreement, dated as of April 1, 2021 (or such other dated date as may be determined based on the date of issuance of the 2021 Bonds), by and between the Authority and the University relating to the 2021 Project;

"*Official Notice of Sale*" means, collectively, the Official Notices of Sale for the 2021 Bonds distributed by the Authority;

"*Outstanding Parity Bonds*" means the Authority's Princeton University Revenue Bonds, 2011 Series B, 2014 Series A, 2015 Series A, 2015 Series D, 2016 Series A, 2016 Series B, 2017 Series B, 2017 Series C, and 2017 Series I, previously or concurrently issued pursuant to the Resolution and the Applicable Series Resolution;

"*Participating Underwriter*" shall have the meaning ascribed thereto in the Continuing Disclosure Agreement;

"*Sinking Fund Installment*" means the amount of money sufficient to redeem the 2021 Bonds in the amounts, at the times and in the manner set forth in Section 2.05(b) hereof;

"*2021 Series B Bonds*" means the bonds designated "New Jersey Educational Facilities Authority Princeton University Revenue Bonds, 2021 Series B" (or such other series designation as may be determined based upon the date of issuance of the 2021 Series B Bonds), to be issued pursuant to the Resolution and this 2021 Series B and 2021 Series C Series Resolution to finance the costs associated with the 2021 Series B Project and certain costs incidental to the sale and

issuance of the 2021 Series B Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution;

"*2021 Series B and 2021 Series C Series Resolution*" means this resolution authorizing the issuance of the 2021 Bonds;

"*2021 Series C Bonds*" means the bonds designated "New Jersey Educational Facilities Authority Princeton University Revenue Refunding Bonds, 2021 Series C" (or such other series designation as may be determined based upon the date of issuance of the 2021 Series C Bonds), to be issued pursuant to the Resolution and this 2021 Series B and 2021 Series C Series Resolution to finance the costs associated with the Refunding Project and certain costs incidental to the sale and issuance of the 2021 Series C Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution; and

"*University Tax Certificate*" means the Arbitrage and Tax Certificate, including the exhibits thereto, dated the date of issuance and delivery of the 2021 Bonds, furnished by the University.

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

**Section 1.02. Authority for this 2021 Series B and 2021 Series C Series Resolution.**  
This 2021 Series B and 2021 Series C Series Resolution is adopted pursuant to and in accordance with the provisions of the Act and Article II and Article VIII of the Resolution.

**ARTICLE II**  
**AUTHORIZATION AND DETAILS OF**  
**2021 PROJECT AND 2021 BONDS**

**Section 2.01. Project Authorizations.** Any Authorized Officer is hereby authorized to execute and seal all documents necessary to enable the Authority to finance the 2021 Project.

**Section 2.02. 2021 Bonds Authorized.** The Authority hereby authorizes the issuance of the 2021 Series B Bonds and the 2021 Series C Bonds, as either a single issue or separate issues for federal income tax purposes, for the purpose of making a loan to the University to pay the costs of the 2021 Project and to provide for the payment of certain Costs of Issuance and the deposit to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution.

**Section 2.03. Dates and Maturities.** The 2021 Bonds shall be initially dated, shall mature in such principal amounts and on such dates, shall bear interest payable on such dates, and shall be subject to such terms, conditions and provisions as an Authorized Officer shall approve prior to their issuance with the advice of the Authority's Bond Counsel, McManimon, Scotland & Baumann, LLC ("*Bond Counsel*"), and the Attorney General of the State of New Jersey (the "*State*") (such approval to be conclusively evidenced by such Authorized Officer's execution thereof); *provided*, that (a) the aggregate principal amount of the 2021 Bonds shall not exceed \$450,000,000; (b) the 2021 Bonds shall mature not later than March 1, 2061; (c) the "true" interest cost on the 2021 Bonds shall not exceed 5.00% per annum; and (d) Bond Counsel delivers an opinion that interest on the 2021 Bonds is not includable in gross income for federal income tax purposes in connection with the issuance of the 2021 Bonds. If, after issuance thereof, as shown by the records of the Trustee, interest on the 2021 Bonds shall be in default, registered 2021 Bonds issued in lieu of 2021 Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the 2021 Bonds surrendered. The 2021 Bonds shall bear interest from the most recent interest payment date next preceding the date of such registered 2021 Bonds to which interest has been paid, unless the date of such registered 2021 Bonds is an interest payment date, in which case interest shall be payable from such date, or unless the date of such registered 2021 Bonds is prior to the first interest payment date of the registered 2021 Bonds, in which case interest shall be payable from the initial dated date or unless the date of such 2021 Bonds is between a record date and the next succeeding interest payment date, in which case from such interest payment date, payable on such dates and at such rate or rates per annum as shall hereafter be determined by an Authorized Officer upon the sale thereof. Any Authorized Officer also is authorized to accept terms and conditions relating to the 2021 Bonds required as a condition to issuance thereof as such Authorized Officer deems necessary and appropriate with the advice of Bond Counsel and the Attorney General of the State. Any such terms and conditions modifying the terms of this 2021 Series B and 2021 Series C Series Resolution shall be set forth in a Certificate of Determination delivered by an Authorized Officer.

**Section 2.04. Denominations, Numbers and Letters.** The 2021 Bonds shall be issuable in fully-registered form in denominations of \$5,000 each or any integral multiple thereof. Unless the Authority shall otherwise direct, each maturity of each series of 2021 Bonds shall be numbered separately from one upwards preceded by the letter R and a letter or letters designating the year of

maturity. The Certificate of Determination may provide for a different Series designation as may be determined based on the date of the issuance of the 2021 Bonds.

At the direction of an Authorized Officer, "CUSIP" identification numbers will be imprinted on the 2021 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2021 Bonds, and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2021 Bonds. In addition, failure on the part of the Authority to use such CUSIP numbers in any notice to holders of the 2021 Bonds shall not constitute an event of default or any similar violation of the Authority's contract with such holders.

**Section 2.05. Redemption of 2021 Bonds.** (a) *Optional Redemption.* (i) The 2021 Bonds shall be subject to redemption prior to maturity at the option of the Authority upon the consent of the University or by operation of the Redemption Fund, as a whole or in part at any time (if less than all of the 2021 Bonds Outstanding of any maturity shall be called for redemption, such 2021 Bonds to be so redeemed shall be selected by the Trustee by lot or in any customary manner of selection as determined by the Trustee), on the dates and at the redemption price (expressed as a percentage of the principal amount to be redeemed), plus interest accrued to the redemption date, as set forth in the Certificate of Determination; *provided, however*, that any such redemption price shall not exceed 103%.

(ii) Redemption of any of the 2021 Bonds shall otherwise be effected in accordance with Article III of the Resolution.

(b) *Mandatory Sinking Fund Redemption.* At the option of the successful bidder for the 2021 Bonds, consecutively maturing serial 2021 Bonds bearing the same interest rate may be converted to term 2021 Bonds maturing in the final year of such particular consecutive series. Such term 2021 Bonds shall be subject to mandatory redemption by lot, prior to maturity, at a redemption price equal to 100% of the principal amount to be redeemed, plus interest accrued to the redemption date, from moneys deposited in the Sinking Fund Account established for the 2021 Bonds, within the Debt Service Fund established under this 2021 Series B and 2021 Series C Series Resolution. The principal amount of the 2021 Bonds otherwise required to be redeemed may be reduced by the principal amount of such 2021 Bonds theretofore delivered to the Trustee by the Authority in lieu of cash payments under the Loan Agreement or purchased by the Trustee out of moneys in the Sinking Fund Account in the Debt Service Fund established under this 2021 Series B and 2021 Series C Series Resolution that have not theretofore been applied as a credit against any Sinking Fund Installment.

**Section 2.06. Notice of Redemption.** When 2021 Bonds are to be redeemed as provided herein, the Trustee shall give notice of such redemption by mailing a copy of such notice as provided in the Resolution, and such mailing shall be a condition precedent to such redemption. Failure of any holder of any 2021 Bonds to receive such notice or any defect therein shall not affect the validity of the proceedings for the redemption of 2021 Bonds. Any notice of redemption of any 2021 Bonds pursuant to Section 2.05(a) hereof 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 2021 Bonds or portions thereof that are to be redeemed on that date.

**Section 2.07. Appointment of Trustee, Bond Registrar and Paying Agent.** The Trustee, Bond Registrar and Paying Agent for the 2021 Bonds shall be The Bank of New York Mellon, Woodland Park, New Jersey. Such appointment shall be evidenced by a certificate signed by an Authorized Officer and filed in the office of the Authority and delivered to the Trustee.

**Section 2.08. Additional Duties of Trustee.** The Trustee shall perform such other duties imposed upon it by this 2021 Series B and 2021 Series C Series Resolution or any assignments to the Trustee of the Loan Agreement. The Authority may assign the Loan Agreement to the Trustee, and the Trustee may hold such document, for the benefit of the holders of the 2021 Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds.

**Section 2.09 Places of Payment.** The principal or Redemption Price of the 2021 Bonds shall be payable upon surrender at the principal corporate trust office of the Trustee. Interest on the 2021 Bonds will be paid by check mailed by the Trustee to the holders thereof at their addresses as they appear on the registration books of the Authority, except that in the case of such holder of \$1,000,000 or more in aggregate principal amount of 2021 Bonds, upon the written request of such holder to the Trustee, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds. Any such request shall remain in effect until revoked or revised by such holder by an instrument in writing delivered to the Trustee. However, so long as the 2021 Bonds are held in book-entry form pursuant to Section 2.13 hereof, the provisions of Section 2.13 shall govern the payment of the principal or Redemption Price of and interest on the 2021 Bonds. For purposes of this Section 2.09, interest is payable to the holder thereof who is such holder at the close of business on the record date for such interest, which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding an interest payment date.

**Section 2.10. Authentication.** The 2021 Bonds shall bear thereon a certificate of authentication, in substantially the form set forth in Section 2.14 hereof, manually executed by the Trustee or by any authenticating agent of the Trustee approved by the Authority. Only such 2021 Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Resolution, and no 2021 Bonds shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee or by any authenticating agent of the Trustee approved by the Authority. Such certificate of the Trustee shall be conclusive evidence that the 2021 Bond so authenticated has been duly authenticated and delivered under the Resolution and that the holder thereof is entitled to the benefits of the Resolution and this 2021 Series B and 2021 Series C Series Resolution.

**Section 2.11. Transfer of 2021 Bonds.** Each 2021 Bond shall be transferable only upon the books of the Authority, which shall be kept for that purpose at the principal corporate trust office of the Trustee, as Bond Registrar, by the holder thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the holder or his duly authorized attorney and the payment of a charge sufficient to reimburse the Authority or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such transfer. Upon the transfer of any 2021 Bond, the Authority shall issue in the name of the transferee a new 2021 Bond or Bonds in the same aggregate principal amount and maturity as the surrendered 2021 Bond or Bonds.

**Section 2.12. Regulations with Respect to Transfers.** In all cases in which the privilege of transferring 2021 Bonds is exercised, the Authority shall execute and the Trustee shall authenticate and deliver 2021 Bonds in accordance with the provisions of the Resolution and this 2021 Series B and 2021 Series C Series Resolution. All 2021 Bonds surrendered in any such transfer shall forthwith be canceled by the Trustee. Neither the Authority nor the Trustee shall be obliged to make any such transfer of 2021 Bonds during (a) the period between the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding an interest payment date on the 2021 Bonds and said interest payment date, (b) the period between the forty-fifth (45th) day (whether or not a business day) next preceding the date of selection of 2021 Bonds to be redeemed and said date of selection, or (c) the period between the date of selection of 2021 Bonds to be redeemed and the mailing of any notice of redemption.

**Section 2.13. Book-Entry Bonds.** (a) Except as provided in subsection (c) of this Section 2.13, the registered owner of all of the 2021 Bonds shall be DTC, and the 2021 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any 2021 Bond registered as of each record date in the name of Cede & Co. shall be made by wire transfer of same day funds to the account of Cede & Co. on the interest payment date for the 2021 Bonds at the address indicated on the record date for Cede & Co. in the registration books of the Authority kept by the Trustee.

(b) The 2021 Bonds shall be initially issued in the form of separate, single, authenticated, fully-registered bonds in the amount of each separate stated maturity of the 2021 Bonds. Upon initial issuance, the ownership of such 2021 Bonds shall be registered in the registration books of the Authority kept by the Trustee in the name of Cede & Co., as nominee for DTC. The Trustee and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the 2021 Bonds registered in its name for the purposes of payment of the principal or Redemption Price of or interest on the 2021 Bonds, selecting the 2021 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Resolution, registering the transfer of 2021 Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Trustee nor the Authority shall be affected by any notice to the contrary. Neither the Trustee nor the Authority shall have any responsibility or obligation to any DTC participant, any person claiming a beneficial ownership interest in the 2021 Bonds under or through DTC or any DTC participant, or any other person who is not shown on the registration books of the Trustee as being a Bondholder with respect to the accuracy of any records maintained by DTC or any DTC participant; the payment by DTC or any DTC participant of any amount in respect of the principal or Redemption Price of or interest on the 2021 Bonds; any notice that is permitted or required to be given to Bondholders under the Resolution; the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the 2021 Bonds; or any consent given or other action taken by DTC as Bondholder. The Paying Agent shall pay all principal of and redemption premium, if any, and interest on the 2021 Bonds only to or "upon the order of" (as that term is used in the Uniform Commercial Code as adopted in the State of New Jersey) Cede & Co., as nominee for DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Authority's obligations with respect to the principal of and redemption premium, if any, and interest on the 2021 Bonds to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the words

"Cede & Co." in this 2021 Series B and 2021 Series C Series Resolution shall refer to such new nominee of DTC.

(c) In the event the Authority determines that it is in the best interest of the beneficial owners of the 2021 Bonds that they be able to obtain definitive 2021 Bonds, the Authority may notify DTC and the Trustee, whereupon DTC will notify DTC participants, of the availability through DTC of definitive 2021 Bonds. In such event, the Authority shall issue and the Trustee shall transfer and exchange definitive 2021 Bonds as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 2021 Bonds at any time by giving reasonable notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and the Trustee shall be obligated to deliver definitive 2021 Bonds as described in the Resolution and this 2021 Series B and 2021 Series C Series Resolution. In the event definitive 2021 Bonds are issued, the provisions of the Resolution shall apply to, among other things, the transfer and exchange of such definitive 2021 Bonds. Whenever DTC requests the Authority and the Trustee to do so, the Authority and the Trustee will cooperate with DTC in taking appropriate action after reasonable notice (a) to make available one or more separate definitive 2021 Bonds to any DTC participant having 2021 Bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of definitive 2021 Bonds.

(d) Notwithstanding any other provision of the Resolution or this 2021 Series B and 2021 Series C Series Resolution to the contrary, so long as any 2021 Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to the principal of and redemption premium, if any, and interest on such 2021 Bond and all notices with respect to such 2021 Bond shall be made and given to Cede & Co., as nominee for DTC.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to the Resolution by the Authority or the Trustee with respect to any consent or other action to be taken by Bondholders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

**Section 2.14. Form of 2021 Bonds.** Subject to the provisions of the Resolution and this 2021 Series B and 2021 Series C Series Resolution, the form of the 2021 Bonds and the certificate of authentication thereon shall be of substantially the following form and tenor:

[Form of 2021 Bond]

UNITED STATES OF AMERICA

STATE OF NEW JERSEY

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
PRINCETON UNIVERSITY REVENUE [REFUNDING] BONDS,  
[2021 SERIES B] [2021 SERIES C]

Interest Rate	Maturity Date	Dated Date	CUSIP
____%	March 1, ____	April __, 2021	646066 ____

REGISTERED OWNER: \*\*\*\*\*CEDE & CO.\*\*\*\*\*

PRINCIPAL SUM:

The NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY, a 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 (hereinafter called the "*Authority*"), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or its registered assigns, on the Maturity Date stated above, upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee hereinafter mentioned, in lawful money of the United States of America, the Principal Sum stated above and interest thereon until the Principal Sum is paid from the most recent interest payment date next preceding the date of authentication hereof, unless the date of authentication hereof is an interest payment date, in which case from the date of authentication hereof, or unless the date of authentication hereof is prior to the first interest payment, in which case from \_\_\_\_\_, 2021, or unless the date of authentication hereof is between a record date for such interest, which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding an interest payment date, and the next succeeding interest payment date, in which case from such interest payment date, at the Interest Rate stated above, payable initially on September 1, 2021 and semiannually thereafter on the first day of March and September of each year. Payment of the interest on this Bond shall be paid by check mailed to the registered owner hereof at the address of such registered owner as it shall appear on the registration books of the Authority, which shall be kept at the principal corporate trust office of the Bond Registrar hereinafter mentioned, at the close of business on the record date for such interest, which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, except that in the case of such registered owner of \$1,000,000 or more in aggregate principal amount of 2021 Bonds, upon the written request of such registered owner to the Trustee, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds to such registered owner. Any such request shall remain in effect until revoked or revised by such holder by an instrument in writing delivered to the Trustee. However, so long as the 2021 Bonds (as hereinafter defined) are held in book-entry form pursuant to the Resolution (as hereinafter defined), the provisions of the Resolution governing such book-entry form shall govern repayment of the principal of and redemption premium, if any, and interest on the 2021 Bonds. The principal of this Bond is payable upon

surrender at the principal corporate trust office of The Bank of New York Mellon, Woodland Park, New Jersey (the "Trustee" and "Bond Registrar").

This Bond is one of a duly authorized issue of bonds of the Authority designated "New Jersey Educational Facilities Authority Princeton University Revenue [Refunding] Bonds, 2021 Series [B][C]" (hereinafter called the "2021 Series [B][C] Bonds"), which has been duly issued by the Authority under and pursuant to the laws of the State of New Jersey, particularly the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A, Education Law, of the New Jersey Statutes, as amended and supplemented) (hereinafter called the "Act"), and pursuant to the Princeton University Revenue Bond Resolution, adopted by the Authority on February 16, 1999 (the "General Resolution"), as amended and supplemented, and the 2021 Series B and 2021 Series C Series Resolution, adopted by the Authority on February 23, 2021 (such resolutions being sometimes hereinafter collectively called the "Resolution"). This Bond and the issue of which it is a part is a special and limited obligation of the Authority payable from and secured by a pledge of and lien on the Revenues (as defined in the Resolution) equally and ratably with the Outstanding Parity Bonds, all other 2021 Series [B][C] Bonds of this issue and any other Additional Bonds to be issued on a parity herewith as permitted by the Resolution. Revenues are defined in the Resolution to include all payments received by the Authority pursuant to loan agreements between the Authority and The Trustees of Princeton University (the "University") to finance any facility permitted by the Resolution or any Applicable Series Resolution. All capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Resolution.

This Bond is one of a total authorized issue of \$\_\_\_\_,\_\_\_\_,000, all of like date and tenor except as to number, interest rate, maturity date, denomination and redemption provisions, issued to obtain funds to finance (i) the [2021 Series B Project] [Refunding Project] and (ii) the payment of certain costs incidental to the sale and issuance of the 2021 Series [B][C] Bonds through a loan to the University and for other purposes provided by the Resolution, to which Resolution reference is hereby made for a description of the funds, revenues and charges pledged thereunder, the nature and extent of the security thereby created, and the rights, limitations of rights, obligations, duties and immunities of the Authority, the Trustee and the registered owners of the 2021 [B][C] Bonds. Certified copies of the Resolution are on file in the principal corporate trust office of the Trustee and in the office of the Authority.

As provided in the Resolution, Bonds of the Authority may be issued from time to time pursuant to one or more series resolutions in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Resolution. The aggregate principal amount of Bonds that may be issued is not limited except as provided in the Resolution, and all Bonds issued and to be issued as permitted by the Resolution are and will be equally secured by the pledge and covenants made therein except as otherwise expressly provided or permitted in the Resolution.

The Resolution provides that Additional Parity Bonds may be issued thereunder to provide additional funds for certain purposes including to finance the costs of certain other facilities for the University and that refunding bonds may be issued to refund Outstanding Bonds under the Resolution. All Additional Parity Bonds and refunding bonds shall be issued pursuant to series resolutions and shall be secured by an equal charge and lien on, and shall be payable equally from,

the Revenues. The 2021 Series [B][C] Bonds have been issued as provided in Sections 2.04 and 2.05 of the General Resolution.

[The 2021 Series [B][C] Bonds maturing on or before March 1, 20\_\_ are not subject to optional redemption prior to maturity. The 2021 Series [B][C] Bonds maturing on or after March 1, 20\_\_ are subject to redemption prior to maturity on or after March 1, 20\_\_ at the option of the Authority upon the consent of the University or by operation of the Redemption Fund, as a whole or in part at any time (if less than all of the 2021 Series [B][C] Bonds outstanding of any maturity shall be called for redemption, such 2021 Series [B][C] Bonds to be so redeemed shall be selected by the Trustee by lot or in any customary manner of selection as determined by the Trustee), at a redemption price equal to [100]% of the principal amount to be redeemed, plus interest accrued to the redemption date.]

[The 2021 Series [B][C] Bonds maturing on March 1, 20\_\_ shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Sinking Fund Account, at a redemption price equal to 100% of the principal amount to be redeemed, plus interest accrued to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the 2021 Series [B][C] Bonds on March 1 in each of the years and in the principal amounts as follows:

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

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\*Final maturity.

The 2021 Series [B][C] Bonds maturing on March 1, 20\_\_ shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Sinking Fund Account, at a redemption price equal to 100% of the principal amount to be redeemed, plus interest accrued to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the 2021 Series [B][C] Bonds on March 1 in each of the years and in the principal amounts as follows:

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

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\*Final maturity.]

Redemption of any of the 2021 Series [B][C] Bonds shall otherwise be effected in accordance with the Resolution.

In the event this 2021 Series [B][C] Bond shall be called for redemption, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to the registered owners of any 2021 Series [B][C] Bonds to be redeemed at their last address

appearing on the registration books of the Authority kept by the Bond Registrar, and such mailing shall be a condition precedent to such redemption. Failure of any registered owner of any 2021 Series [B][C] Bond to receive such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of the 2021 Series [B][C] Bonds. Notice of redemption having been mailed as aforesaid, the 2021 Series [B][C] Bonds so called for redemption, on the date specified in such notice, shall become due and payable at the applicable Redemption Price herein provided, and from and after the date so fixed for redemption, interest on the 2021 Series [B][C] Bonds so called for redemption shall cease to accrue and be payable.

In case an event of default (as defined in the Resolution) shall occur, the principal of this 2021 Series [B][C] Bond may be declared due and payable in the manner and with the effect provided in the Resolution.

The 2021 Series [B][C] Bonds are special and limited obligations of the Authority payable from the Revenues, 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 the 2021 Series [B][C] Bonds except from the Revenues, 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 the 2021 Series [B][C] Bonds. The Authority has no taxing power.

No recourse shall be had for the payment of the principal of or interest on this 2021 Series [B][C] Bond against any member, employee or other officer of the Authority or against any person executing this 2021 Series [B][C] Bond, all of such liability, if any, being hereby expressly waived and released by every registered owner of this 2021 Series [B][C] Bond by the acceptance hereof and as a part of the consideration hereof, as provided in the Resolution.

The Resolution contains provisions permitting the Authority, with the consent of the registered owners of not less than 66-2/3% in aggregate principal amount of the Outstanding Parity Bonds, the 2021 Series [B][C] Bonds and any Additional Parity Bonds outstanding, evidenced as provided in the Resolution, to adopt supplemental resolutions modifying any of the provisions of the Resolution, any supplemental resolution or the 2021 Series [B][C] Bonds or releasing the Authority from any of the obligations, covenants, agreements, limitations, conditions or restrictions therein contained; *provided, however*, that no such supplemental resolution shall: (i) change any terms of redemption of the 2021 Series [B][C] Bonds or the due date of principal of or interest on the 2021 Series [B][C] Bonds or make any reduction in the principal or Redemption Price of or interest on any 2021 Series [B][C] Bond, without the consent of the registered owner of each 2021 Series [B][C] Bond so affected; or (ii) reduce the aforesaid percentage of bonds the consent of the registered owners of which is required for any such supplemental resolution, without the consent of the registered owners of all of said bonds then outstanding.

The 2021 Series [B][C] Bonds are issuable in the form of fully-registered bonds, without coupons, in denominations of \$5,000 each or any integral multiple thereof. This 2021 Series [B][C] Bond is transferable as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Bond Registrar, by the registered owner hereof in person or by his duly authorized attorney, upon surrender of this 2021 Series [B][C] Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new

registered 2021 Series [B][C] Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges therein prescribed. The Authority, the Bond Registrar and any paying agent may deem and treat the person in whose name this 2021 Series [B][C] Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

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 happen and to be performed precedent to and in the issuance of the 2021 Series [B][C] Bonds, of which this 2021 Series [B][C] Bond is a part, in order to make them the legal, valid and binding, special and limited obligations of the Authority in accordance with their terms, exist, have happened and have been performed in regular and due time, form and manner as required by law, and the issuance of the 2021 Series [B][C] Bonds, together with all other indebtedness of the Authority, does not exceed or violate any constitutional, statutory or other limitation relating to the amount of bonded indebtedness prescribed by law for the Authority.

This 2021 Series [B][C] Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this 2021 Series [B][C] Bond shall have been authenticated by the execution by the Trustee, or by any authenticating agent of the Trustee approved by the Authority, of the Certificate of Authentication hereon.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, New Jersey Educational Facilities Authority has caused this 2021 Series [B][C] Bond to be executed in its name by the manual or facsimile signature of its Executive Director and its official common seal to be hereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile signature of an Assistant Secretary, all as of the Dated Date.

**NEW JERSEY EDUCATIONAL  
FACILITIES AUTHORITY**

[SEAL]

By: \_\_\_\_\_  
**Eric D. Brophy, Esq.**  
**Executive Director**

**ATTEST:**

By: \_\_\_\_\_  
**Steven P. Nelson**  
**Assistant Secretary**

**CERTIFICATE OF AUTHENTICATION**

This 2021 Series [B][C] Bond is one of the 2021 Series [B][C] Bonds described in the within-mentioned Resolution.

**THE BANK OF NEW YORK MELLON,  
as Trustee**

**By: \_\_\_\_\_  
Authorized Signatory**

Date of Authentication: April \_\_, 2021

**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

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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:

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(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 \_\_\_\_\_

[End of Form of 2021 Bond]

**Section 2.15. Sale of 2021 Bonds.** The power to fix the date and place for the sale of all or any part of the 2021 Bonds and other details relating thereto in such manner as he or she shall deem to be in the best interests of the Authority is hereby delegated to any Authorized Officer. A Certificate of Determination of an Authorized Officer awarding the 2021 Bonds shall be final and conclusive as to the purchaser or purchasers thereof, the rates of interest per annum to be borne thereby, the purchase price thereof and any other terms and details relating to the sale and issuance of the 2021 Bonds.

The preparation, publication and distribution of a Preliminary Official Statement and an Official Notice of Sale (in substantially the forms presented to the Authority at the time of adoption hereof, with such changes, omissions, insertions and revisions as any Authorized Officer shall deem necessary or advisable, with the advice of Bond Counsel and the Attorney General of the State) are hereby approved, ratified and confirmed, the preparation and distribution of a final Official Statement for the 2021 Bonds (in substantially the form of the Preliminary Official Statement, with such changes, omissions, insertions and revisions as any Authorized Officer shall deem necessary or advisable, with the advice of Bond Counsel and the Attorney General of the State) are hereby approved, and any Authorized Officer is hereby authorized to sign and deliver to the purchaser or purchasers of the 2021 Bonds the Official Statement in final form acceptable to such Authorized Officer. Any Authorized Officer is hereby authorized, with the advice of Bond Counsel and the Attorney General of the State, to deem the Preliminary Official Statement final within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and to provide written evidence relating thereto in form acceptable to Bond Counsel. Any Authorized Officer is hereby authorized and directed to deliver the 2021 Bonds to the purchaser or purchasers thereof and to approve, execute and deliver all documents and instruments required in connection therewith, with such changes, omissions, insertions and revisions as shall be deemed necessary or advisable by the officer executing the same.

The 2021 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of its Chair, Vice Chair or Executive Director (or such other Authorized Officer authorized by resolution of the Authority to execute Authority bonds) 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 Secretary, any Assistant Secretary or any other Authorized Officer or in such other manner as may be permitted by law.

**Section 2.16. Continuing Disclosure.** Pursuant to Section 27 of the Loan Agreement, the University has undertaken all responsibility for compliance with all continuing disclosure requirements, and the Authority shall have no liability to the holders of the 2021 Bonds or any other person with respect to such disclosure matters. The Trustee shall comply with and carry out all of the obligations imposed on the Trustee under the Continuing Disclosure Agreement and Section 27 of the Loan Agreement. The form of the Continuing Disclosure Agreement presented at this meeting (a copy of which shall be filed with the records of the Authority) is hereby approved. Notwithstanding any other provision of the Resolution and this 2021 Series B and 2021 Series C Series Resolution, failure of the University to comply with the Continuing Disclosure Agreement shall not be considered an "event of default" under Section 7.01 of the Resolution; *however*, the Trustee may (and at the request of any Participating Underwriter or the holders of at least twenty-five percent (25%) in aggregate principal amount of 2021 Bonds Outstanding, the Trustee shall, subject to the provisions of Section 6.02 of the Resolution) or any holder of the 2021

Bonds may take such actions as may be deemed necessary or appropriate, including seeking mandate or specific performance by court order, to cause the University to comply with its obligations under Section 27 of the Loan Agreement or to cause the Trustee to comply with its obligations under this Section 2.16.

**Section 2.17. Additional Proceedings.** As additional proceedings of the Authority in connection with the sale and delivery of the 2021 Bonds hereby authorized, there is hereby delegated to an Authorized Officer the power to take the following actions and make the following determinations as to the 2021 Bonds by a Certificate of Determination of an Authorized Officer:

(a) To receive the Official Bid Form pursuant to the Official Notice of Sale and, if such Authorized Officer, with the advice of Bond Counsel and the Attorney General of the State, so determines, to reject any or all submitted Official Bid Forms, so far as permitted by law, to waive any irregularities or informalities in the Official Bid Form for the 2021 Bonds, to postpone the date of the sale of the 2021 Bonds and to exercise any and all rights of the Authority under the Official Notice of Sale. If the Authorized Officer rejects all submitted Official Bid Forms, the Authorized Officer shall also be and is hereby authorized to hold another 2021 Bond sale in accordance with the provisions of this 2021 Series B and 2021 Series C Series Resolution and, in connection with such additional 2021 Bond sale, to distribute a Notice of Sale, an Official Bid Form and a Preliminary Official Statement in substantially the forms presented to this meeting with such changes and insertions to and omissions from such document forms as may be appropriate upon the advice of Bond Counsel and the Attorney General of the State.

(b) To arrange for the submission of bids electronically utilizing the services of such provider of electronic bidding services and on such terms and conditions as such Authorized Officer, with the advice of Bond Counsel and the Attorney General of the State, shall determine, or, if such Authorized Officer so determines, with the advice of Bond Counsel and the Attorney General of the State, to discontinue any such arrangements prior to the sale of the 2021 Bonds and to require that all bids be submitted by hand delivery.

(c) To award the 2021 Bonds to the successful bidder in accordance with the Official Notice of Sale.

(d) To return the Deposits of all unsuccessful bidders delivered to the Authority.

**Section 2.18. Appointment of Verification Agent.** Robert Thomas CPA, LLC, Overland Park, Kansas, is hereby appointed to act as verification agent in connection with the Refunding Project.

## ARTICLE III

### APPLICATION AND DISBURSEMENT OF 2021 BOND PROCEEDS, CERTAIN MONEYS AND REVENUES

**Section 3.01 Confirmation of Establishment of Funds.** The Authority hereby ratifies and confirms the establishment of the following funds and separate accounts within funds under the Resolution, which funds and accounts shall be held, maintained and applied by the Trustee in accordance with Article IV of the Resolution, except as so provided in this 2021 Series B and 2021 Series C Series Resolution, for the 2021 Bonds:

Revenue Fund;  
Debt Service Fund;  
    Interest Account (for the 2021 Bonds);  
    Principal Account (for the 2021 Bonds);  
    Sinking Fund Account (for the 2021 Bonds);  
Rebate Fund; and  
Redemption Fund.

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 3.02. Establishment of Construction Fund.** Pursuant to Section 4.01 of the Resolution, the Construction Fund for the 2021 Bonds is hereby created and established to be held by the Trustee and maintained and applied by the Authority.

**Section 3.03. Application of 2021 Bond Proceeds and Allocation Thereof.** Upon receipt of the proceeds of the 2021 Bonds, including accrued interest thereon, the Authority shall make payments from such moneys as follows: (a) a sum equal to the interest on the 2021 Bonds accruing from their dated date to their date of delivery (if such dated date is not the date of delivery) will be paid to the Trustee for deposit in the Interest Account (for the 2021 Bonds) of the Debt Service Fund, (b) an amount of the proceeds of the 2021 Series C Bonds set forth in a certificate of an Authorized Officer of the Authority shall be deposited in various sub-accounts of the Redemption Fund established under the Resolution and, together with certain other funds held under the Resolution, if available, applied to the purchase of investment securities or held uninvested in cash as set forth in the Letter of Instruction, and (c) the balance of the proceeds shall be deposited in the Construction Fund for payment of the costs of the 2021 Series B Project and certain Costs of Issuance.

**Section 3.04. Application of Certain Moneys.** Upon receipt by the Authority of any moneys for the purpose of paying costs of the 2021 Project pursuant to the Loan Agreement, the Authority shall deposit all such moneys so received in the Construction Fund for the 2021 Project.

**Section 3.05. Application of Moneys in Construction Fund.** Moneys on deposit in the Construction Fund shall be applied as provided in Section 4.03 of the Resolution.

**Section 3.06. Deposit of Revenues and Allocation Thereof.** There is established and created by this 2021 Series B and 2021 Series C Series Resolution an account within the Revenue Fund to be designated the "2021 Revenue Account". Notwithstanding anything in the Resolution to the contrary, moneys in the 2021 Revenue Account of the Revenue Fund shall be paid to the Trustee on or prior to the fifth (5th) day after deposit thereof as follows and in the following order of priority:

First: To the Interest Account of the Debt Service Fund, the amount necessary to equal the unpaid interest to become due on the Bonds Outstanding on the next succeeding semiannual interest payment date.

Second: To the Principal Account of the Debt Service Fund, the amount, if any, necessary to make the amount on deposit in the Principal Account equal to the principal amount becoming due on the Bonds Outstanding on the next succeeding March 1.

Third: To the Sinking Fund Account of the Debt Service Fund, the amount, if any, necessary to make the amount on deposit in the Sinking Fund Account equal to the sinking fund installment, if any, payable on the Bonds Outstanding on the next succeeding March 1.

Fourth: To the Authority, the amounts as are payable to the Authority for (i) any expenditures of the Authority for insurance, fees and expenses of auditing and fees and expenses of the Trustee, all as required by the Resolution and not otherwise paid or caused to be paid or provided for by the University; (ii) all other expenditures reasonably and necessarily incurred by the Authority by reason of its financing of the 2021 Project in accordance with the Loan Agreement, including expenses incurred by the Authority to compel full and punctual performance of all provisions of the Loan Agreement in accordance with the terms thereof; and (iii) the Annual Administrative Fee unless otherwise paid, but only upon receipt by the Trustee from the Authority of a certificate signed by an Authorized Officer stating in reasonable detail the amounts payable to the Authority.

**Section 3.07. Investment of Moneys in Construction Fund.** For purposes of the 2021 Bonds only, notwithstanding anything contained in Section 4.08 of the Resolution to the contrary, in addition to any investment permitted in Section 4.08 of the Resolution with respect to the Construction Fund, moneys deposited in the Construction Fund may also be invested in the investments identified in **Exhibit A** to this 2021 Series B and 2021 Series C Series Resolution.

## ARTICLE IV

### MISCELLANEOUS

**Section 4.01. Loan Agreement, Letter of Instruction and Investment of Funds.** The form of the Loan Agreement, by and between the Authority and the University, in the form submitted to the Authority on this date, shall be, and the same is, in all respects, hereby authorized, approved and confirmed, and any Authorized Officer is authorized to execute and deliver the Loan Agreement to the University. The Loan Agreement shall be substantially in the form presented to the Authority with all necessary and appropriate variations, omissions and insertions as approved, permitted or required by any Authorized Officer or as advised by Bond Counsel and the Attorney General of the State, and the execution and delivery thereof by any such Authorized Officer shall be conclusive evidence of such approval.

The form of the Letter of Instruction, in the form submitted to the Authority on this date, shall be, and the same is, in all respects, hereby authorized, approved and confirmed, and any Authorized Officer is authorized to execute and deliver the Letter of Instruction to the Trustee when the same shall have been prepared for execution. The Letter of Instruction shall be substantially in the form presented to the Authority with all necessary and appropriate variations, omissions and insertions as approved, permitted or required by any Authorized Officer or as advised by Bond Counsel and the Attorney General of the State, and the execution and delivery thereof by any such Authorized Officer shall be conclusive evidence of such approval.

Any Authorized Officer is hereby authorized to purchase United States Treasury Obligations, State and Local Government Series, in connection with the Refunding Project, or to select a firm to act as its broker or to direct the Authority's bidding agent to solicit bids to purchase open market U.S. Treasury Obligations (as defined in the Letter of Instruction) in connection with the Refunding Project, in the event that such Authorized Officer of the Authority 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 of the Authority is further authorized to solicit bids for one or more float forward or escrow reinvestment agreements (a "*Float Forward Agreement*") and to direct the Trustee, pursuant to the Letter of Instruction, to enter into such Float Forward Agreement or agreements with the successful bidder or bidders therefor. Pursuant to the terms of any Float Forward Agreement, the provider, in consideration of an upfront payment to the Trustee, shall have the right to sell U.S. Treasury Obligations to the Trustee 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 Letter of Instruction. 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 as approved by any Authorized Officer of the Authority, in consultation with Bond Counsel and the Attorney General of the State. Any Authorized Officer of the Authority 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 any Authorized Officer of the Authority from purchasing both United States Treasury Obligations, State and Local Government Series, and open market U.S. Treasury Obligations, to the extent

permitted by law. The Trustee is hereby authorized to act as agent, if so directed by any Authorized Officer of the Authority, on behalf of the Authority, for the subscription of United States Treasury Obligations, State and Local Government Series, via SLGSafe pursuant to the regulations promulgated therefor set forth in 31 CFR Part 344.

**Section 4.02. Investment of Proceeds of 2021 Bonds.** The Authority will make no use of the proceeds of the 2021 Bonds that would cause the 2021 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "*Code*"); and the Authority hereby imposes on itself, on the Trustee and on all officers having custody or control of the proceeds of the 2021 Bonds, throughout the term of the 2021 Bonds, the obligation to comply with the applicable requirements of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder, and all other applicable regulations, so that none of the 2021 Bonds will be or become an arbitrage bond; *provided*, that the Trustee, in following the directions of the Authority, shall have no responsibility to determine whether such investment is in violation of such regulations.

**Section 4.03. Covenant as to Program Investments.** In accordance with the requirements applicable to the "program investments" under Treasury Regulations §1.148-1(b), the Authority covenants that it shall require that neither the University nor any person or related persons (within the meaning of Treasury Regulations §1.150-1(b)) shall purchase bonds of the Authority that finance the program in an amount related to the amount of the loan.

**Section 4.04. Tax Covenants Relating to Internal Revenue Code of 1986.** In order to maintain the exclusion from gross income for federal income tax purposes of interest on the 2021 Bonds, the Authority shall comply with the provisions of the Code applicable to the 2021 Bonds, including, without limitation, the provisions of the Code relating to the computation of the yield on investments of the gross proceeds (as such term is used in the Authority Tax Certificate) of the 2021 Bonds, reporting of earnings on the gross proceeds of the 2021 Bonds and rebate of excess earnings to the Department of the Treasury of the United States of America. In furtherance of the foregoing, the Authority shall comply with the Authority Tax Certificate, to be delivered by Bond Counsel at the time the 2021 Bonds are issued, as to compliance with the Code with respect to the 2021 Bonds, as such certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code. All of the representations and warranties of the Authority contained in the Authority Tax Certificate and of the University contained in the University Tax Certificate are incorporated herein by reference with the same force and effect as if set forth in full herein.

The Authority may pay requisitions from 2021 Bond proceeds or investment earnings thereon with respect to the Costs of Issuance of the 2021 Bonds only to the extent that the aggregate requisitions paid with such proceeds with respect to the Costs of Issuance do not cause the amount paid for Costs of Issuance with the proceeds of the 2021 Bonds or the investment earnings thereon to exceed two percent (2%) of the "proceeds" of the 2021 Bonds (within the meaning of Section 147(g) of the Code).

The Authority shall not take or permit any action or fail to take any action that would adversely affect the status of the 2021 Bonds as "qualified 501(c)(3) bonds" under Section 145(a) of the Code or otherwise cause the interest on the 2021 Bonds to lose the exclusion from gross income for federal income tax purposes under Section 103 of the Code.

Notwithstanding any other provision of the Resolution and this 2021 Series B and 2021 Series C Series Resolution to the contrary, the covenants contained in this Section 4.04 shall survive the payment of the 2021 Bonds and the interest thereon, including any payment or discharge thereof pursuant to Section 11.03 of the Resolution, as long as necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the 2021 Bonds.

**Section 4.05. Authorization to Invest 2021 Bond Proceeds.** Any Authorized Officer is authorized to enter into, or direct the Trustee to enter into, one or more agreements to invest the proceeds of the 2021 Bonds as provided in Section 4.08 of the Resolution and Section 3.07 of this 2021 Series B and 2021 Series C Series Resolution, in the event that such Authorized Officer determines, in consultation with and with the consent of the University, that it is advantageous to the University for the Authority to invest any proceeds of the 2021 Bonds as so provided in Section 4.08 of the Resolution and Section 3.07 of this 2021 Series B and 2021 Series C Series Resolution.

**Section 4.06. Reimbursement.** (a) The Authority reasonably expects that the University will seek reimbursement of its expenditures of costs of the 2021 Project that were paid with funds of the University prior to the issuance of the 2021 Bonds from proceeds of the 2021 Bonds.

(b) This 2021 Series B and 2021 Series C Series Resolution is intended to be and hereby is a declaration of the Authority's official intent to reimburse the expenditures for costs of the 2021 Series B Project paid with funds of the University that are not proceeds of tax-exempt bonds prior to the issuance of the 2021 Series B Bonds, with the proceeds of the 2021 Series B Bonds in accordance with Treasury Regulations §1.150-2.

(c) The maximum principal amount of 2021 Series B Bonds expected to be issued to finance costs of the 2021 Series B Project, including amounts to be used to reimburse the expenditure of costs of the 2021 Series B Project that are paid prior to the issuance of the 2021 Series B Bonds, is an aggregate amount not-to-exceed \$250,000,000, including, without limitation, costs of issuance.

**Section 4.07. Incidental Action.** The Authorized Officers are hereby authorized and directed to execute and deliver such other documents, certificates, directions and notices, and to take such other action as may be necessary or appropriate in order to (i) effectuate the delivery of the Preliminary Official Statement, the execution and delivery of the Official Statement, the Loan Agreement and the Letter of Instruction and the sale and issuance of the 2021 Bonds, (ii) effectuate the 2021 Project, (iii) implement the DTC book-entry only system for the 2021 Bonds, (iv) maintain the tax-exempt status of the interest on the 2021 Bonds (including the preparation and filing of any information reports or other documents with respect to the 2021 Bonds as may at any time be required under Section 149 of the Code and any regulations thereunder), and (v) purchase certain investment securities permitted under the Resolution and this 2021 Series B and 2021 Series C Series Resolution in order to effectuate the defeasance of the Bonds to be Refunded.

**Section 4.08. Conflict.** All resolutions or parts of resolutions or other proceedings in conflict herewith are repealed insofar as such conflict exists.

**Section 4.09. Effective Date.** This 2021 Series B and 2021 Series C Series Resolution shall take effect as provided for under the Act.

## EXHIBIT A

### 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 <sup>1</sup>	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 <sup>2</sup>	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 (AAAm or equivalent)	N/A
New Jersey Cash Management Fund	100%	N/A	N/A	N/A

<sup>1</sup>Rating 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.

<sup>2</sup>Funds 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.

\_\_\_\_ Mr. Hutchinson \_\_\_\_ 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  
Brian Bridges  
Elizabeth Maher Muoio (represented by Ryan Feeney)

**NAY:** None

**ABSTAIN:** None

**ABSENT:** None

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

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

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**2021 SERIES B AND 2021 SERIES C  
SERIES RESOLUTION**

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**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED**

**\$450,000,000**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
PRINCETON UNIVERSITY REVENUE BONDS, 2021 SERIES B  
AND  
PRINCETON UNIVERSITY REVENUE REFUNDING BONDS, 2021 SERIES C**

**ADOPTED FEBRUARY 23, 2021**

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## **2021 SERIES B AND 2021 SERIES C SERIES RESOLUTION**

### **A SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY PRINCETON UNIVERSITY REVENUE BONDS, 2021 SERIES B AND PRINCETON UNIVERSITY REVENUE REFUNDING BONDS, 2021 SERIES C**

**WHEREAS**, the New Jersey Educational Facilities Authority (the "*Authority*"), by its Princeton University Revenue Bond Resolution, duly adopted on February 16, 1999 as amended and supplemented (collectively, the "*Resolution*"), has authorized the issuance of bonds, from time to time, in one or more series, for the purpose of providing funds for a loan to The Trustees of Princeton University (the "*University*");

**WHEREAS**, the Resolution provides that the bonds of the Authority shall be authorized and issued pursuant to a series resolution or series resolutions;

**WHEREAS**, the Authority has, at the request of the University, determined that it is necessary and in keeping with its authorized purposes to issue a series of bonds to be designated "New Jersey Educational Facilities Authority Princeton University Revenue Bonds, 2021 Series B" (the "*2021 Series B Bonds*") for the purpose of financing: (i) in whole or in part, the costs of the acquisition, construction, renovation and installation of certain capital assets to be located at or near the University's main campus in Princeton, New Jersey, at its Forrestal Campus in Plainsboro, New Jersey, at its administrative building at 701 Carnegie Center in West Windsor, New Jersey, or at its lake campus in West Windsor, New Jersey, consisting of (a) the renovation and repair of various University buildings and other facilities, including utility systems, roads, grounds and parking, (b) the purchase of capital equipment for academic departments and administrative and supporting units, (c) the construction of academic, administrative, athletic, housing and/or student/faculty/staff-related capital facilities and utility/infrastructure-related assets, and (d) the acquisition of land; (ii) the refunding of all or a portion of the Authority's Princeton University Commercial Paper Notes, Series 2018A and Series 2020A (Tax-Exempt); (iii) the refunding of a portion of The Trustees of Princeton University Taxable Commercial Paper Notes ((i), (ii) and (iii) are collectively referred to as the "*2021 Series B Project*"); and (iv) the payment of certain costs incidental to the sale and issuance of the 2021 Series B Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution;

**WHEREAS**, the Authority has heretofore issued \$250,000,000 principal amount of its Princeton University Revenue Bonds, 2011 Series B (the "*2011 Series B Bonds*"), pursuant to the Resolution and a Series Resolution adopted May 24, 2011 for the purpose of financing certain facilities of the University described as "Facility Y" in the Loan Agreement, dated as of July 1, 2011, by and between the Authority and the University;

**WHEREAS**, the Resolution authorizes the issuance of refunding bonds to refund any one or more Series, or maturity or maturities within a Series, of Outstanding Bonds and Additional Parity Bonds for the purpose of providing funds to finance or refinance the costs of certain other facilities for the University;

**WHEREAS**, the Authority has, at the request of the University, determined that it is necessary and in keeping with its authorized purposes to issue a series of bonds to be designated "New Jersey Educational Facilities Authority Princeton University Revenue Refunding Bonds, 2021 Series C" (the "*2021 Series C Bonds*"; and together with the 2021 Series B Bonds, the "*2021 Bonds*") for the purpose of financing all or a portion of: (i) the current refunding and defeasance of all or a portion of the Outstanding 2011 Series B Bonds (the "*Bonds to be Refunded*"; such refunding of the Bonds to be Refunded to be defined as the "*Refunding Project*"; and together with the 2021 Series B Project, the "*2021 Project*"); and (ii) the payment of certain costs incidental to the sale and issuance of the 2021 Series C Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution; and

**WHEREAS**, the Authority deems it necessary and in keeping with its purposes to issue the 2021 Bonds herein authorized for the purposes of (i) financing the costs of the 2021 Project and (ii) paying certain costs incidental to the sale and issuance of the 2021 Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution.

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY AS FOLLOWS:**

## ARTICLE I

### DEFINITIONS AND AUTHORITY

**Section 1.01. Definitions.** As used in this 2021 Series B and 2021 Series C Series Resolution, unless a different meaning clearly appears from the context, all words and terms defined in Section 1.01 of the Resolution shall have the same meanings, respectively, in this 2021 Series B and 2021 Series C Series Resolution and in the 2021 Bonds authorized hereby as are given to such words and terms by Section 1.01 of the Resolution. In addition, as used in the Resolution and in this 2021 Series B and 2021 Series C Series Resolution, unless a different meaning clearly appears from the context, the following words and terms shall mean:

"*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 the 2021 Bonds to commence on the date of issuance and delivery of the 2021 Bonds;

"*Applicable Series Resolution*" means this 2021 Series B and 2021 Series C Series Resolution and, unless a different meaning clearly appears from the context, other series resolutions authorizing Additional Parity Bonds;

"*Authority Tax Certificate*" means the Arbitrage and Tax Certificate, including the exhibits thereto, dated the date of issuance and delivery of the 2021 Bonds, furnished by the Authority and based upon the University Tax Certificate;

"*Authorized Officer*" means 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";

"*Certificate of Determination*" means a certificate of any Authorized Officer making certain findings and determinations as authorized and/or delegated pursuant to the terms of this 2021 Series B and 2021 Series C Series Resolution;

"*Construction Fund*" means the fund created and established by this 2021 Series B and 2021 Series C Series Resolution;

"*Continuing Disclosure Agreement*" means the Continuing Disclosure Agreement, dated as of April 1, 2021 (or such other dated date as may be determined based on the date of issuance of the 2021 Bonds), by and between the University and The Bank of New York Mellon, as Dissemination Agent, as the same may from time to time be amended or supplemented;

"*Costs of Issuance*" means, as applicable, any costs relating to the issuance or the carrying of the 2021 Bonds payable from the proceeds thereof, including, but not limited to: (i) underwriters' discount (whether realized directly or derived through the purchase of the 2021 Bonds at a discount below the price at which they are expected to be sold to the public); (ii)

counsel fees (including bond counsel, issuer's counsel, University counsel, trustee's counsel and any other specialized counsel fees incurred in connection with the borrowing); (iii) financial advisory fees incurred in connection with the borrowing; (iv) rating agency fees; (v) trustee fees incurred in connection with the borrowing; (vi) paying agent and certifying and authenticating agent fees related to the issuance of the 2021 Bonds; (vii) accountant fees related to the issuance of the 2021 Bonds; (viii) printing costs (of the 2021 Bonds and of preliminary and final offering materials); (ix) fees of any securities depository; (x) verification agent fees, if any; (xi) costs incurred in connection with the required public approval process, if any (e.g., publication costs for public notices in connection with the issuance of the 2021 Bonds, including, without limitation, the notice of sale and the notice of public hearing); and (xii) Authority fees;

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the 2021 Bonds;

"Initial Fee" means the per series fee paid or payable to the Authority for its services in connection with the issuance of the 2021 Bonds, calculated at the rate of 1/5 of 1% of the aggregate principal amount of each series of the 2021 Bonds, with a maximum initial fee of \$125,000 payable by the University on the date of issuance and delivery of the 2021 Bonds;

"Letter of Instruction" means the Letter of Instruction relating to the Bonds to be Refunded, dated as of such date as may be determined based on the date of issuance of the 2021 Series C Bonds, by and between the Authority and the University and acknowledged by The Bank of New York Mellon, as Trustee for the Bonds to be Refunded;

"Loan Agreement" means the Loan Agreement, dated as of April 1, 2021 (or such other dated date as may be determined based on the date of issuance of the 2021 Bonds), by and between the Authority and the University relating to the 2021 Project;

"Official Notice of Sale" means, collectively, the Official Notices of Sale for the 2021 Bonds distributed by the Authority;

"Outstanding Parity Bonds" means the Authority's Princeton University Revenue Bonds, 2011 Series B, 2014 Series A, 2015 Series A, 2015 Series D, 2016 Series A, 2016 Series B, 2017 Series B, 2017 Series C, and 2017 Series I, previously or concurrently issued pursuant to the Resolution and the Applicable Series Resolution;

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Agreement;

"Sinking Fund Installment" means the amount of money sufficient to redeem the 2021 Bonds in the amounts, at the times and in the manner set forth in Section 2.05(b) hereof;

"2021 Series B Bonds" means the bonds designated "New Jersey Educational Facilities Authority Princeton University Revenue Bonds, 2021 Series B" (or such other series designation as may be determined based upon the date of issuance of the 2021 Series B Bonds), to be issued pursuant to the Resolution and this 2021 Series B and 2021 Series C Series Resolution to finance the costs associated with the 2021 Series B Project and certain costs incidental to the sale and

issuance of the 2021 Series B Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution;

"*2021 Series B and 2021 Series C Series Resolution*" means this resolution authorizing the issuance of the 2021 Bonds;

"*2021 Series C Bonds*" means the bonds designated "New Jersey Educational Facilities Authority Princeton University Revenue Refunding Bonds, 2021 Series C" (or such other series designation as may be determined based upon the date of issuance of the 2021 Series C Bonds), to be issued pursuant to the Resolution and this 2021 Series B and 2021 Series C Series Resolution to finance the costs associated with the Refunding Project and certain costs incidental to the sale and issuance of the 2021 Series C Bonds, including deposits to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution; and

"*University Tax Certificate*" means the Arbitrage and Tax Certificate, including the exhibits thereto, dated the date of issuance and delivery of the 2021 Bonds, furnished by the University.

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

**Section 1.02. Authority for this 2021 Series B and 2021 Series C Series Resolution.**  
This 2021 Series B and 2021 Series C Series Resolution is adopted pursuant to and in accordance with the provisions of the Act and Article II and Article VIII of the Resolution.

**ARTICLE II**  
**AUTHORIZATION AND DETAILS OF**  
**2021 PROJECT AND 2021 BONDS**

**Section 2.01. Project Authorizations.** Any Authorized Officer is hereby authorized to execute and seal all documents necessary to enable the Authority to finance the 2021 Project.

**Section 2.02. 2021 Bonds Authorized.** The Authority hereby authorizes the issuance of the 2021 Series B Bonds and the 2021 Series C Bonds, as either a single issue or separate issues for federal income tax purposes, for the purpose of making a loan to the University to pay the costs of the 2021 Project and to provide for the payment of certain Costs of Issuance and the deposit to certain funds created under the Resolution and this 2021 Series B and 2021 Series C Series Resolution.

**Section 2.03. Dates and Maturities.** The 2021 Bonds shall be initially dated, shall mature in such principal amounts and on such dates, shall bear interest payable on such dates, and shall be subject to such terms, conditions and provisions as an Authorized Officer shall approve prior to their issuance with the advice of the Authority's Bond Counsel, McManimon, Scotland & Baumann, LLC ("*Bond Counsel*"), and the Attorney General of the State of New Jersey (the "*State*") (such approval to be conclusively evidenced by such Authorized Officer's execution thereof); *provided*, that (a) the aggregate principal amount of the 2021 Bonds shall not exceed \$450,000,000; (b) the 2021 Bonds shall mature not later than March 1, 2061; (c) the "true" interest cost on the 2021 Bonds shall not exceed 5.00% per annum; and (d) Bond Counsel delivers an opinion that interest on the 2021 Bonds is not includable in gross income for federal income tax purposes in connection with the issuance of the 2021 Bonds. If, after issuance thereof, as shown by the records of the Trustee, interest on the 2021 Bonds shall be in default, registered 2021 Bonds issued in lieu of 2021 Bonds surrendered for transfer or exchange may be dated as of the date to which interest has been paid in full on the 2021 Bonds surrendered. The 2021 Bonds shall bear interest from the most recent interest payment date next preceding the date of such registered 2021 Bonds to which interest has been paid, unless the date of such registered 2021 Bonds is an interest payment date, in which case interest shall be payable from such date, or unless the date of such registered 2021 Bonds is prior to the first interest payment date of the registered 2021 Bonds, in which case interest shall be payable from the initial dated date or unless the date of such 2021 Bonds is between a record date and the next succeeding interest payment date, in which case from such interest payment date, payable on such dates and at such rate or rates per annum as shall hereafter be determined by an Authorized Officer upon the sale thereof. Any Authorized Officer also is authorized to accept terms and conditions relating to the 2021 Bonds required as a condition to issuance thereof as such Authorized Officer deems necessary and appropriate with the advice of Bond Counsel and the Attorney General of the State. Any such terms and conditions modifying the terms of this 2021 Series B and 2021 Series C Series Resolution shall be set forth in a Certificate of Determination delivered by an Authorized Officer.

**Section 2.04. Denominations, Numbers and Letters.** The 2021 Bonds shall be issuable in fully-registered form in denominations of \$5,000 each or any integral multiple thereof. Unless the Authority shall otherwise direct, each maturity of each series of 2021 Bonds shall be numbered separately from one upwards preceded by the letter R and a letter or letters

designating the year of maturity. The Certificate of Determination may provide for a different Series designation as may be determined based on the date of the issuance of the 2021 Bonds.

At the direction of an Authorized Officer, "CUSIP" identification numbers will be imprinted on the 2021 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2021 Bonds, and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2021 Bonds. In addition, failure on the part of the Authority to use such CUSIP numbers in any notice to holders of the 2021 Bonds shall not constitute an event of default or any similar violation of the Authority's contract with such holders.

**Section 2.05. Redemption of 2021 Bonds.** (a) *Optional Redemption.* (i) The 2021 Bonds shall be subject to redemption prior to maturity at the option of the Authority upon the consent of the University or by operation of the Redemption Fund, as a whole or in part at any time (if less than all of the 2021 Bonds Outstanding of any maturity shall be called for redemption, such 2021 Bonds to be so redeemed shall be selected by the Trustee by lot or in any customary manner of selection as determined by the Trustee), on the dates and at the redemption price (expressed as a percentage of the principal amount to be redeemed), plus interest accrued to the redemption date, as set forth in the Certificate of Determination; *provided, however*, that any such redemption price shall not exceed 103%.

(ii) Redemption of any of the 2021 Bonds shall otherwise be effected in accordance with Article III of the Resolution.

(b) *Mandatory Sinking Fund Redemption.* At the option of the successful bidder for the 2021 Bonds, consecutively maturing serial 2021 Bonds bearing the same interest rate may be converted to term 2021 Bonds maturing in the final year of such particular consecutive series. Such term 2021 Bonds shall be subject to mandatory redemption by lot, prior to maturity, at a redemption price equal to 100% of the principal amount to be redeemed, plus interest accrued to the redemption date, from moneys deposited in the Sinking Fund Account established for the 2021 Bonds, within the Debt Service Fund established under this 2021 Series B and 2021 Series C Series Resolution. The principal amount of the 2021 Bonds otherwise required to be redeemed may be reduced by the principal amount of such 2021 Bonds theretofore delivered to the Trustee by the Authority in lieu of cash payments under the Loan Agreement or purchased by the Trustee out of moneys in the Sinking Fund Account in the Debt Service Fund established under this 2021 Series B and 2021 Series C Series Resolution that have not theretofore been applied as a credit against any Sinking Fund Installment.

**Section 2.06. Notice of Redemption.** When 2021 Bonds are to be redeemed as provided herein, the Trustee shall give notice of such redemption by mailing a copy of such notice as provided in the Resolution, and such mailing shall be a condition precedent to such redemption. Failure of any holder of any 2021 Bonds to receive such notice or any defect therein shall not affect the validity of the proceedings for the redemption of 2021 Bonds. Any notice of redemption of any 2021 Bonds pursuant to Section 2.05(a) hereof 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 2021 Bonds or portions thereof that are to be redeemed on that date.

**Section 2.07. Appointment of Trustee, Bond Registrar and Paying Agent.** The Trustee, Bond Registrar and Paying Agent for the 2021 Bonds shall be The Bank of New York Mellon, Woodland Park, New Jersey. Such appointment shall be evidenced by a certificate signed by an Authorized Officer and filed in the office of the Authority and delivered to the Trustee.

**Section 2.08. Additional Duties of Trustee.** The Trustee shall perform such other duties imposed upon it by this 2021 Series B and 2021 Series C Series Resolution or any assignments to the Trustee of the Loan Agreement. The Authority may assign the Loan Agreement to the Trustee, and the Trustee may hold such document, for the benefit of the holders of the 2021 Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds.

**Section 2.09 Places of Payment.** The principal or Redemption Price of the 2021 Bonds shall be payable upon surrender at the principal corporate trust office of the Trustee. Interest on the 2021 Bonds will be paid by check mailed by the Trustee to the holders thereof at their addresses as they appear on the registration books of the Authority, except that in the case of such holder of \$1,000,000 or more in aggregate principal amount of 2021 Bonds, upon the written request of such holder to the Trustee, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds. Any such request shall remain in effect until revoked or revised by such holder by an instrument in writing delivered to the Trustee. However, so long as the 2021 Bonds are held in book-entry form pursuant to Section 2.13 hereof, the provisions of Section 2.13 shall govern the payment of the principal or Redemption Price of and interest on the 2021 Bonds. For purposes of this Section 2.09, interest is payable to the holder thereof who is such holder at the close of business on the record date for such interest, which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding an interest payment date.

**Section 2.10. Authentication.** The 2021 Bonds shall bear thereon a certificate of authentication, in substantially the form set forth in Section 2.14 hereof, manually executed by the Trustee or by any authenticating agent of the Trustee approved by the Authority. Only such 2021 Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under the Resolution, and no 2021 Bonds shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee or by any authenticating agent of the Trustee approved by the Authority. Such certificate of the Trustee shall be conclusive evidence that the 2021 Bond so authenticated has been duly authenticated and delivered under the Resolution and that the holder thereof is entitled to the benefits of the Resolution and this 2021 Series B and 2021 Series C Series Resolution.

**Section 2.11. Transfer of 2021 Bonds.** Each 2021 Bond shall be transferable only upon the books of the Authority, which shall be kept for that purpose at the principal corporate trust office of the Trustee, as Bond Registrar, by the holder thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the holder or his duly authorized attorney and the payment of a charge sufficient to reimburse the Authority or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such transfer. Upon the transfer of any 2021 Bond, the Authority shall issue in the name of the transferee a new 2021 Bond or Bonds in the same aggregate principal amount and maturity as the surrendered 2021 Bond or Bonds.

**Section 2.12. Regulations with Respect to Transfers.** In all cases in which the privilege of transferring 2021 Bonds is exercised, the Authority shall execute and the Trustee shall authenticate and deliver 2021 Bonds in accordance with the provisions of the Resolution and this 2021 Series B and 2021 Series C Series Resolution. All 2021 Bonds surrendered in any such transfer shall forthwith be canceled by the Trustee. Neither the Authority nor the Trustee shall be obliged to make any such transfer of 2021 Bonds during (a) the period between the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding an interest payment date on the 2021 Bonds and said interest payment date, (b) the period between the forty-fifth (45th) day (whether or not a business day) next preceding the date of selection of 2021 Bonds to be redeemed and said date of selection, or (c) the period between the date of selection of 2021 Bonds to be redeemed and the mailing of any notice of redemption.

**Section 2.13. Book-Entry Bonds.** (a) Except as provided in subsection (c) of this Section 2.13, the registered owner of all of the 2021 Bonds shall be DTC, and the 2021 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any 2021 Bond registered as of each record date in the name of Cede & Co. shall be made by wire transfer of same day funds to the account of Cede & Co. on the interest payment date for the 2021 Bonds at the address indicated on the record date for Cede & Co. in the registration books of the Authority kept by the Trustee.

(b) The 2021 Bonds shall be initially issued in the form of separate, single, authenticated, fully-registered bonds in the amount of each separate stated maturity of the 2021 Bonds. Upon initial issuance, the ownership of such 2021 Bonds shall be registered in the registration books of the Authority kept by the Trustee in the name of Cede & Co., as nominee for DTC. The Trustee and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the 2021 Bonds registered in its name for the purposes of payment of the principal or Redemption Price of or interest on the 2021 Bonds, selecting the 2021 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Resolution, registering the transfer of 2021 Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever; and neither the Trustee nor the Authority shall be affected by any notice to the contrary. Neither the Trustee nor the Authority shall have any responsibility or obligation to any DTC participant, any person claiming a beneficial ownership interest in the 2021 Bonds under or through DTC or any DTC participant, or any other person who is not shown on the registration books of the Trustee as being a Bondholder with respect to the accuracy of any records maintained by DTC or any DTC participant; the payment by DTC or any DTC participant of any amount in respect of the principal or Redemption Price of or interest on the 2021 Bonds; any notice that is permitted or required to be given to Bondholders under the Resolution; the selection by DTC or any DTC participant of any person to receive payment in the event of a partial redemption of the 2021 Bonds; or any consent given or other action taken by DTC as Bondholder. The Paying Agent shall pay all principal of and redemption premium, if any, and interest on the 2021 Bonds only to or "upon the order of" (as that term is used in the Uniform Commercial Code as adopted in the State of New Jersey) Cede & Co., as nominee for DTC, and all such payments shall be valid and effective to satisfy fully and discharge the Authority's obligations with respect to the principal of and redemption premium, if any, and interest on the 2021 Bonds to the extent of the sum or sums so paid. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions

herein with respect to record dates, the words "Cede & Co." in this 2021 Series B and 2021 Series C Series Resolution shall refer to such new nominee of DTC.

(c) In the event the Authority determines that it is in the best interest of the beneficial owners of the 2021 Bonds that they be able to obtain definitive 2021 Bonds, the Authority may notify DTC and the Trustee, whereupon DTC will notify DTC participants, of the availability through DTC of definitive 2021 Bonds. In such event, the Authority shall issue and the Trustee shall transfer and exchange definitive 2021 Bonds as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the 2021 Bonds at any time by giving reasonable notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the Authority and the Trustee shall be obligated to deliver definitive 2021 Bonds as described in the Resolution and this 2021 Series B and 2021 Series C Series Resolution. In the event definitive 2021 Bonds are issued, the provisions of the Resolution shall apply to, among other things, the transfer and exchange of such definitive 2021 Bonds. Whenever DTC requests the Authority and the Trustee to do so, the Authority and the Trustee will cooperate with DTC in taking appropriate action after reasonable notice (a) to make available one or more separate definitive 2021 Bonds to any DTC participant having 2021 Bonds credited to its DTC account or (b) to arrange for another securities depository to maintain custody of definitive 2021 Bonds.

(d) Notwithstanding any other provision of the Resolution or this 2021 Series B and 2021 Series C Series Resolution to the contrary, so long as any 2021 Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to the principal of and redemption premium, if any, and interest on such 2021 Bond and all notices with respect to such 2021 Bond shall be made and given to Cede & Co., as nominee for DTC.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to the Resolution by the Authority or the Trustee with respect to any consent or other action to be taken by Bondholders, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than fifteen (15) calendar days in advance of such record date to the extent possible.

**Section 2.14. Form of 2021 Bonds.** Subject to the provisions of the Resolution and this 2021 Series B and 2021 Series C Series Resolution, the form of the 2021 Bonds and the certificate of authentication thereon shall be of substantially the following form and tenor:

[Form of 2021 Bond]

UNITED STATES OF AMERICA

STATE OF NEW JERSEY

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
PRINCETON UNIVERSITY REVENUE [REFUNDING] BONDS,  
[2021 SERIES B] [2021 SERIES C]

Interest Rate	Maturity Date	Dated Date	CUSIP
____%	March 1, ____	April __, 2021	646066 ____

REGISTERED OWNER: \*\*\*\*\*CEDE & CO.\*\*\*\*\*

PRINCIPAL SUM:

The NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY, a 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 (hereinafter called the "*Authority*"), acknowledges itself indebted and for value received hereby promises to pay to the Registered Owner named above, or its registered assigns, on the Maturity Date stated above, upon presentation and surrender of this Bond at the principal corporate trust office of the Trustee hereinafter mentioned, in lawful money of the United States of America, the Principal Sum stated above and interest thereon until the Principal Sum is paid from the most recent interest payment date next preceding the date of authentication hereof, unless the date of authentication hereof is an interest payment date, in which case from the date of authentication hereof, or unless the date of authentication hereof is prior to the first interest payment, in which case from \_\_\_\_\_, 2021, or unless the date of authentication hereof is between a record date for such interest, which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding an interest payment date, and the next succeeding interest payment date, in which case from such interest payment date, at the Interest Rate stated above, payable initially on September 1, 2021 and semiannually thereafter on the first day of March and September of each year. Payment of the interest on this Bond shall be paid by check mailed to the registered owner hereof at the address of such registered owner as it shall appear on the registration books of the Authority, which shall be kept at the principal corporate trust office of the Bond Registrar hereinafter mentioned, at the close of business on the record date for such interest, which shall be the fifteenth (15th) day (whether or not a business day) of the calendar month next preceding such interest payment date, except that in the case of such registered owner of \$1,000,000 or more in aggregate principal amount of 2021 Bonds, upon the written request of such registered owner to the Trustee, specifying the account or accounts to which such payment shall be made, payment of interest shall be made by wire transfer of immediately available funds to such registered owner. Any such request shall remain in effect until revoked or revised by such holder by an instrument in writing delivered to the Trustee. However, so long as the 2021 Bonds (as hereinafter defined) are held in book-entry form pursuant to the Resolution (as hereinafter defined), the provisions of the Resolution governing such book-entry form shall govern repayment of the principal of and redemption premium, if any, and interest on the 2021 Bonds.

The principal of this Bond is payable upon surrender at the principal corporate trust office of The Bank of New York Mellon, Woodland Park, New Jersey (the "*Trustee*" and "*Bond Registrar*").

This Bond is one of a duly authorized issue of bonds of the Authority designated "New Jersey Educational Facilities Authority Princeton University Revenue [Refunding] Bonds, 2021 Series [B][C]" (hereinafter called the "*2021 Series [B][C] Bonds*"), which has been duly issued by the Authority under and pursuant to the laws of the State of New Jersey, particularly the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A, Education Law, of the New Jersey Statutes, as amended and supplemented) (hereinafter called the "*Act*"), and pursuant to the Princeton University Revenue Bond Resolution, adopted by the Authority on February 16, 1999 (the "*General Resolution*"), as amended and supplemented, and the 2021 Series B and 2021 Series C Series Resolution, adopted by the Authority on February 23, 2021 (such resolutions being sometimes hereinafter collectively called the "*Resolution*"). This Bond and the issue of which it is a part is a special and limited obligation of the Authority payable from and secured by a pledge of and lien on the Revenues (as defined in the Resolution) equally and ratably with the Outstanding Parity Bonds, all other 2021 Series [B][C] Bonds of this issue and any other Additional Bonds to be issued on a parity herewith as permitted by the Resolution. Revenues are defined in the Resolution to include all payments received by the Authority pursuant to loan agreements between the Authority and The Trustees of Princeton University (the "*University*") to finance any facility permitted by the Resolution or any Applicable Series Resolution. All capitalized terms used but not defined herein shall have the respective meanings assigned to such terms in the Resolution.

This Bond is one of a total authorized issue of \$\_\_\_\_,\_\_\_\_,000, all of like date and tenor except as to number, interest rate, maturity date, denomination and redemption provisions, issued to obtain funds to finance (i) the [2021 Series B Project] [Refunding Project] and (ii) the payment of certain costs incidental to the sale and issuance of the 2021 Series [B][C] Bonds through a loan to the University and for other purposes provided by the Resolution, to which Resolution reference is hereby made for a description of the funds, revenues and charges pledged thereunder, the nature and extent of the security thereby created, and the rights, limitations of rights, obligations, duties and immunities of the Authority, the Trustee and the registered owners of the 2021 [B][C] Bonds. Certified copies of the Resolution are on file in the principal corporate trust office of the Trustee and in the office of the Authority.

As provided in the Resolution, Bonds of the Authority may be issued from time to time pursuant to one or more series resolutions in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as provided in the Resolution. The aggregate principal amount of Bonds that may be issued is not limited except as provided in the Resolution, and all Bonds issued and to be issued as permitted by the Resolution are and will be equally secured by the pledge and covenants made therein except as otherwise expressly provided or permitted in the Resolution.

The Resolution provides that Additional Parity Bonds may be issued thereunder to provide additional funds for certain purposes including to finance the costs of certain other facilities for the University and that refunding bonds may be issued to refund Outstanding Bonds under the Resolution. All Additional Parity Bonds and refunding bonds shall be issued pursuant to series resolutions and shall be secured by an equal charge and lien on, and shall be payable

equally from, the Revenues. The 2021 Series [B][C] Bonds have been issued as provided in Sections 2.04 and 2.05 of the General Resolution.

[The 2021 Series [B][C] Bonds maturing on or before March 1, 20\_\_ are not subject to optional redemption prior to maturity. The 2021 Series [B][C] Bonds maturing on or after March 1, 20\_\_ are subject to redemption prior to maturity on or after March 1, 20\_\_ at the option of the Authority upon the consent of the University or by operation of the Redemption Fund, as a whole or in part at any time (if less than all of the 2021 Series [B][C] Bonds outstanding of any maturity shall be called for redemption, such 2021 Series [B][C] Bonds to be so redeemed shall be selected by the Trustee by lot or in any customary manner of selection as determined by the Trustee), at a redemption price equal to [100]% of the principal amount to be redeemed, plus interest accrued to the redemption date.]

[The 2021 Series [B][C] Bonds maturing on March 1, 20\_\_ shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Sinking Fund Account, at a redemption price equal to 100% of the principal amount to be redeemed, plus interest accrued to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the 2021 Series [B][C] Bonds on March 1 in each of the years and in the principal amounts as follows:

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

\*

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\*Final maturity.

The 2021 Series [B][C] Bonds maturing on March 1, 20\_\_ shall be retired by Sinking Fund Installments as hereinafter described, which shall be accumulated in the Sinking Fund Account, at a redemption price equal to 100% of the principal amount to be redeemed, plus interest accrued to the redemption date. The Sinking Fund Installments shall be sufficient to redeem the principal amount of the 2021 Series [B][C] Bonds on March 1 in each of the years and in the principal amounts as follows:

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

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\*Final maturity.]

Redemption of any of the 2021 Series [B][C] Bonds shall otherwise be effected in accordance with the Resolution.

In the event this 2021 Series [B][C] Bond shall be called for redemption, notice of such redemption shall be mailed, postage prepaid, not less than thirty (30) days prior to the redemption date, to the registered owners of any 2021 Series [B][C] Bonds to be redeemed at

their last address appearing on the registration books of the Authority kept by the Bond Registrar, and such mailing shall be a condition precedent to such redemption. Failure of any registered owner of any 2021 Series [B][C] Bond to receive such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of the 2021 Series [B][C] Bonds. Notice of redemption having been mailed as aforesaid, the 2021 Series [B][C] Bonds so called for redemption, on the date specified in such notice, shall become due and payable at the applicable Redemption Price herein provided, and from and after the date so fixed for redemption, interest on the 2021 Series [B][C] Bonds so called for redemption shall cease to accrue and be payable.

In case an event of default (as defined in the Resolution) shall occur, the principal of this 2021 Series [B][C] Bond may be declared due and payable in the manner and with the effect provided in the Resolution.

The 2021 Series [B][C] Bonds are special and limited obligations of the Authority payable from the Revenues, 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 the 2021 Series [B][C] Bonds except from the Revenues, 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 the 2021 Series [B][C] Bonds. The Authority has no taxing power.

No recourse shall be had for the payment of the principal of or interest on this 2021 Series [B][C] Bond against any member, employee or other officer of the Authority or against any person executing this 2021 Series [B][C] Bond, all of such liability, if any, being hereby expressly waived and released by every registered owner of this 2021 Series [B][C] Bond by the acceptance hereof and as a part of the consideration hereof, as provided in the Resolution.

The Resolution contains provisions permitting the Authority, with the consent of the registered owners of not less than 66-2/3% in aggregate principal amount of the Outstanding Parity Bonds, the 2021 Series [B][C] Bonds and any Additional Parity Bonds outstanding, evidenced as provided in the Resolution, to adopt supplemental resolutions modifying any of the provisions of the Resolution, any supplemental resolution or the 2021 Series [B][C] Bonds or releasing the Authority from any of the obligations, covenants, agreements, limitations, conditions or restrictions therein contained; *provided, however*, that no such supplemental resolution shall: (i) change any terms of redemption of the 2021 Series [B][C] Bonds or the due date of principal of or interest on the 2021 Series [B][C] Bonds or make any reduction in the principal or Redemption Price of or interest on any 2021 Series [B][C] Bond, without the consent of the registered owner of each 2021 Series [B][C] Bond so affected; or (ii) reduce the aforesaid percentage of bonds the consent of the registered owners of which is required for any such supplemental resolution, without the consent of the registered owners of all of said bonds then outstanding.

The 2021 Series [B][C] Bonds are issuable in the form of fully-registered bonds, without coupons, in denominations of \$5,000 each or any integral multiple thereof. This 2021 Series [B][C] Bond is transferable as provided in the Resolution, only upon the books of the Authority kept for that purpose at the above-mentioned office of the Bond Registrar, by the registered

owner hereof in person or by his duly authorized attorney, upon surrender of this 2021 Series [B][C] Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered 2021 Series [B][C] Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges therein prescribed. The Authority, the Bond Registrar and any paying agent may deem and treat the person in whose name this 2021 Series [B][C] Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes.

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 happen and to be performed precedent to and in the issuance of the 2021 Series [B][C] Bonds, of which this 2021 Series [B][C] Bond is a part, in order to make them the legal, valid and binding, special and limited obligations of the Authority in accordance with their terms, exist, have happened and have been performed in regular and due time, form and manner as required by law, and the issuance of the 2021 Series [B][C] Bonds, together with all other indebtedness of the Authority, does not exceed or violate any constitutional, statutory or other limitation relating to the amount of bonded indebtedness prescribed by law for the Authority.

This 2021 Series [B][C] Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this 2021 Series [B][C] Bond shall have been authenticated by the execution by the Trustee, or by any authenticating agent of the Trustee approved by the Authority, of the Certificate of Authentication hereon.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, New Jersey Educational Facilities Authority has caused this 2021 Series [B][C] Bond to be executed in its name by the manual or facsimile signature of its Executive Director and its official common seal to be hereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile signature of an Assistant Secretary, all as of the Dated Date.

**NEW JERSEY EDUCATIONAL  
FACILITIES AUTHORITY**

[SEAL]

By: \_\_\_\_\_  
**Eric D. Brophy, Esq.**  
**Executive Director**

**ATTEST:**

By: \_\_\_\_\_  
**Steven P. Nelson**  
**Assistant Secretary**

**CERTIFICATE OF AUTHENTICATION**

This 2021 Series [B][C] Bond is one of the 2021 Series [B][C] Bonds described in the within-mentioned Resolution.

**THE BANK OF NEW YORK MELLON,  
as Trustee**

**By: \_\_\_\_\_  
Authorized Signatory**

Date of Authentication: April \_\_, 2021

**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 \_\_\_\_\_

[End of Form of 2021 Bond]

**Section 2.15. Sale of 2021 Bonds.** The power to fix the date and place for the sale of all or any part of the 2021 Bonds and other details relating thereto in such manner as he or she shall deem to be in the best interests of the Authority is hereby delegated to any Authorized Officer. A Certificate of Determination of an Authorized Officer awarding the 2021 Bonds shall be final and conclusive as to the purchaser or purchasers thereof, the rates of interest per annum to be borne thereby, the purchase price thereof and any other terms and details relating to the sale and issuance of the 2021 Bonds.

The preparation, publication and distribution of a Preliminary Official Statement and an Official Notice of Sale (in substantially the forms presented to the Authority at the time of adoption hereof, with such changes, omissions, insertions and revisions as any Authorized Officer shall deem necessary or advisable, with the advice of Bond Counsel and the Attorney General of the State) are hereby approved, ratified and confirmed, the preparation and distribution of a final Official Statement for the 2021 Bonds (in substantially the form of the Preliminary Official Statement, with such changes, omissions, insertions and revisions as any Authorized Officer shall deem necessary or advisable, with the advice of Bond Counsel and the Attorney General of the State) are hereby approved, and any Authorized Officer is hereby authorized to sign and deliver to the purchaser or purchasers of the 2021 Bonds the Official Statement in final form acceptable to such Authorized Officer. Any Authorized Officer is hereby authorized, with the advice of Bond Counsel and the Attorney General of the State, to deem the Preliminary Official Statement final within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and to provide written evidence relating thereto in form acceptable to Bond Counsel. Any Authorized Officer is hereby authorized and directed to deliver the 2021 Bonds to the purchaser or purchasers thereof and to approve, execute and deliver all documents and instruments required in connection therewith, with such changes, omissions, insertions and revisions as shall be deemed necessary or advisable by the officer executing the same.

The 2021 Bonds shall be executed in the name of the Authority by the manual or facsimile signature of its Chair, Vice Chair or Executive Director (or such other Authorized Officer authorized by resolution of the Authority to execute Authority bonds) 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 Secretary, any Assistant Secretary or any other Authorized Officer or in such other manner as may be permitted by law.

**Section 2.16. Continuing Disclosure.** Pursuant to Section 27 of the Loan Agreement, the University has undertaken all responsibility for compliance with all continuing disclosure requirements, and the Authority shall have no liability to the holders of the 2021 Bonds or any other person with respect to such disclosure matters. The Trustee shall comply with and carry out all of the obligations imposed on the Trustee under the Continuing Disclosure Agreement and Section 27 of the Loan Agreement. The form of the Continuing Disclosure Agreement presented at this meeting (a copy of which shall be filed with the records of the Authority) is hereby approved. Notwithstanding any other provision of the Resolution and this 2021 Series B and 2021 Series C Series Resolution, failure of the University to comply with the Continuing Disclosure Agreement shall not be considered an "event of default" under Section 7.01 of the Resolution; *however*, the Trustee may (and at the request of any Participating Underwriter or the holders of at least twenty-five percent (25%) in aggregate principal amount of 2021 Bonds

Outstanding, the Trustee shall, subject to the provisions of Section 6.02 of the Resolution) or any holder of the 2021 Bonds may take such actions as may be deemed necessary or appropriate, including seeking mandate or specific performance by court order, to cause the University to comply with its obligations under Section 27 of the Loan Agreement or to cause the Trustee to comply with its obligations under this Section 2.16.

**Section 2.17. Additional Proceedings.** As additional proceedings of the Authority in connection with the sale and delivery of the 2021 Bonds hereby authorized, there is hereby delegated to an Authorized Officer the power to take the following actions and make the following determinations as to the 2021 Bonds by a Certificate of Determination of an Authorized Officer:

(a) To receive the Official Bid Form pursuant to the Official Notice of Sale and, if such Authorized Officer, with the advice of Bond Counsel and the Attorney General of the State, so determines, to reject any or all submitted Official Bid Forms, so far as permitted by law, to waive any irregularities or informalities in the Official Bid Form for the 2021 Bonds, to postpone the date of the sale of the 2021 Bonds and to exercise any and all rights of the Authority under the Official Notice of Sale. If the Authorized Officer rejects all submitted Official Bid Forms, the Authorized Officer shall also be and is hereby authorized to hold another 2021 Bond sale in accordance with the provisions of this 2021 Series B and 2021 Series C Series Resolution and, in connection with such additional 2021 Bond sale, to distribute a Notice of Sale, an Official Bid Form and a Preliminary Official Statement in substantially the forms presented to this meeting with such changes and insertions to and omissions from such document forms as may be appropriate upon the advice of Bond Counsel and the Attorney General of the State.

(b) To arrange for the submission of bids electronically utilizing the services of such provider of electronic bidding services and on such terms and conditions as such Authorized Officer, with the advice of Bond Counsel and the Attorney General of the State, shall determine, or, if such Authorized Officer so determines, with the advice of Bond Counsel and the Attorney General of the State, to discontinue any such arrangements prior to the sale of the 2021 Bonds and to require that all bids be submitted by hand delivery.

(c) To award the 2021 Bonds to the successful bidder in accordance with the Official Notice of Sale.

(d) To return the Deposits of all unsuccessful bidders delivered to the Authority.

**Section 2.18. Appointment of Verification Agent.** Robert Thomas CPA, LLC, Overland Park, Kansas, is hereby appointed to act as verification agent in connection with the Refunding Project.

## ARTICLE III

### APPLICATION AND DISBURSEMENT OF 2021 BOND PROCEEDS, CERTAIN MONEYS AND REVENUES

**Section 3.01 Confirmation of Establishment of Funds.** The Authority hereby ratifies and confirms the establishment of the following funds and separate accounts within funds under the Resolution, which funds and accounts shall be held, maintained and applied by the Trustee in accordance with Article IV of the Resolution, except as so provided in this 2021 Series B and 2021 Series C Series Resolution, for the 2021 Bonds:

Revenue Fund;  
Debt Service Fund;  
    Interest Account (for the 2021 Bonds);  
    Principal Account (for the 2021 Bonds);  
    Sinking Fund Account (for the 2021 Bonds);  
Rebate Fund; and  
Redemption Fund.

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 3.02. Establishment of Construction Fund.** Pursuant to Section 4.01 of the Resolution, the Construction Fund for the 2021 Bonds is hereby created and established to be held by the Trustee and maintained and applied by the Authority.

**Section 3.03. Application of 2021 Bond Proceeds and Allocation Thereof.** Upon receipt of the proceeds of the 2021 Bonds, including accrued interest thereon, the Authority shall make payments from such moneys as follows: (a) a sum equal to the interest on the 2021 Bonds accruing from their dated date to their date of delivery (if such dated date is not the date of delivery) will be paid to the Trustee for deposit in the Interest Account (for the 2021 Bonds) of the Debt Service Fund, (b) an amount of the proceeds of the 2021 Series C Bonds set forth in a certificate of an Authorized Officer of the Authority shall be deposited in various sub-accounts of the Redemption Fund established under the Resolution and, together with certain other funds held under the Resolution, if available, applied to the purchase of investment securities or held uninvested in cash as set forth in the Letter of Instruction, and (c) the balance of the proceeds shall be deposited in the Construction Fund for payment of the costs of the 2021 Series B Project and certain Costs of Issuance.

**Section 3.04. Application of Certain Moneys.** Upon receipt by the Authority of any moneys for the purpose of paying costs of the 2021 Project pursuant to the Loan Agreement, the Authority shall deposit all such moneys so received in the Construction Fund for the 2021 Project.

**Section 3.05. Application of Moneys in Construction Fund.** Moneys on deposit in the Construction Fund shall be applied as provided in Section 4.03 of the Resolution.

**Section 3.06. Deposit of Revenues and Allocation Thereof.** There is established and created by this 2021 Series B and 2021 Series C Series Resolution an account within the Revenue Fund to be designated the "2021 Revenue Account". Notwithstanding anything in the Resolution to the contrary, moneys in the 2021 Revenue Account of the Revenue Fund shall be paid to the Trustee on or prior to the fifth (5th) day after deposit thereof as follows and in the following order of priority:

First: To the Interest Account of the Debt Service Fund, the amount necessary to equal the unpaid interest to become due on the Bonds Outstanding on the next succeeding semiannual interest payment date.

Second: To the Principal Account of the Debt Service Fund, the amount, if any, necessary to make the amount on deposit in the Principal Account equal to the principal amount becoming due on the Bonds Outstanding on the next succeeding March 1.

Third: To the Sinking Fund Account of the Debt Service Fund, the amount, if any, necessary to make the amount on deposit in the Sinking Fund Account equal to the sinking fund installment, if any, payable on the Bonds Outstanding on the next succeeding March 1.

Fourth: To the Authority, the amounts as are payable to the Authority for (i) any expenditures of the Authority for insurance, fees and expenses of auditing and fees and expenses of the Trustee, all as required by the Resolution and not otherwise paid or caused to be paid or provided for by the University; (ii) all other expenditures reasonably and necessarily incurred by the Authority by reason of its financing of the 2021 Project in accordance with the Loan Agreement, including expenses incurred by the Authority to compel full and punctual performance of all provisions of the Loan Agreement in accordance with the terms thereof; and (iii) the Annual Administrative Fee unless otherwise paid, but only upon receipt by the Trustee from the Authority of a certificate signed by an Authorized Officer stating in reasonable detail the amounts payable to the Authority.

**Section 3.07. Investment of Moneys in Construction Fund.** For purposes of the 2021 Bonds only, notwithstanding anything contained in Section 4.08 of the Resolution to the contrary, in addition to any investment permitted in Section 4.08 of the Resolution with respect to the Construction Fund, moneys deposited in the Construction Fund may also be invested in the investments identified in **Exhibit A** to this 2021 Series B and 2021 Series C Series Resolution.

## ARTICLE IV

### MISCELLANEOUS

**Section 4.01. Loan Agreement, Letter of Instruction and Investment of Funds.** The form of the Loan Agreement, by and between the Authority and the University, in the form submitted to the Authority on this date, shall be, and the same is, in all respects, hereby authorized, approved and confirmed, and any Authorized Officer is authorized to execute and deliver the Loan Agreement to the University. The Loan Agreement shall be substantially in the form presented to the Authority with all necessary and appropriate variations, omissions and insertions as approved, permitted or required by any Authorized Officer or as advised by Bond Counsel and the Attorney General of the State, and the execution and delivery thereof by any such Authorized Officer shall be conclusive evidence of such approval.

The form of the Letter of Instruction, in the form submitted to the Authority on this date, shall be, and the same is, in all respects, hereby authorized, approved and confirmed, and any Authorized Officer is authorized to execute and deliver the Letter of Instruction to the Trustee when the same shall have been prepared for execution. The Letter of Instruction shall be substantially in the form presented to the Authority with all necessary and appropriate variations, omissions and insertions as approved, permitted or required by any Authorized Officer or as advised by Bond Counsel and the Attorney General of the State, and the execution and delivery thereof by any such Authorized Officer shall be conclusive evidence of such approval.

Any Authorized Officer is hereby authorized to purchase United States Treasury Obligations, State and Local Government Series, in connection with the Refunding Project, or to select a firm to act as its broker or to direct the Authority's bidding agent to solicit bids to purchase open market U.S. Treasury Obligations (as defined in the Letter of Instruction) in connection with the Refunding Project, in the event that such Authorized Officer of the Authority 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 of the Authority is further authorized to solicit bids for one or more float forward or escrow reinvestment agreements (a "*Float Forward Agreement*") and to direct the Trustee, pursuant to the Letter of Instruction, to enter into such Float Forward Agreement or agreements with the successful bidder or bidders therefor. Pursuant to the terms of any Float Forward Agreement, the provider, in consideration of an upfront payment to the Trustee, shall have the right to sell U.S. Treasury Obligations to the Trustee 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 Letter of Instruction. 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 as approved by any Authorized Officer of the Authority, in consultation with Bond Counsel and the Attorney General of the State. Any Authorized Officer of the Authority 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 any Authorized Officer of the Authority from purchasing both United States Treasury Obligations, State and Local Government Series, and open market U.S. Treasury

Obligations, to the extent permitted by law. The Trustee is hereby authorized to act as agent, if so directed by any Authorized Officer of the Authority, on behalf of the Authority, for the subscription of United States Treasury Obligations, State and Local Government Series, via SLGSafe pursuant to the regulations promulgated therefor set forth in 31 CFR Part 344.

**Section 4.02. Investment of Proceeds of 2021 Bonds.** The Authority will make no use of the proceeds of the 2021 Bonds that would cause the 2021 Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"); and the Authority hereby imposes on itself, on the Trustee and on all officers having custody or control of the proceeds of the 2021 Bonds, throughout the term of the 2021 Bonds, the obligation to comply with the applicable requirements of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder, and all other applicable regulations, so that none of the 2021 Bonds will be or become an arbitrage bond; *provided*, that the Trustee, in following the directions of the Authority, shall have no responsibility to determine whether such investment is in violation of such regulations.

**Section 4.03. Covenant as to Program Investments.** In accordance with the requirements applicable to the "program investments" under Treasury Regulations §1.148-1(b), the Authority covenants that it shall require that neither the University nor any person or related persons (within the meaning of Treasury Regulations §1.150-1(b)) shall purchase bonds of the Authority that finance the program in an amount related to the amount of the loan.

**Section 4.04. Tax Covenants Relating to Internal Revenue Code of 1986.** In order to maintain the exclusion from gross income for federal income tax purposes of interest on the 2021 Bonds, the Authority shall comply with the provisions of the Code applicable to the 2021 Bonds, including, without limitation, the provisions of the Code relating to the computation of the yield on investments of the gross proceeds (as such term is used in the Authority Tax Certificate) of the 2021 Bonds, reporting of earnings on the gross proceeds of the 2021 Bonds and rebate of excess earnings to the Department of the Treasury of the United States of America. In furtherance of the foregoing, the Authority shall comply with the Authority Tax Certificate, to be delivered by Bond Counsel at the time the 2021 Bonds are issued, as to compliance with the Code with respect to the 2021 Bonds, as such certificate may be amended from time to time, as a source of guidance for achieving compliance with the Code. All of the representations and warranties of the Authority contained in the Authority Tax Certificate and of the University contained in the University Tax Certificate are incorporated herein by reference with the same force and effect as if set forth in full herein.

The Authority may pay requisitions from 2021 Bond proceeds or investment earnings thereon with respect to the Costs of Issuance of the 2021 Bonds only to the extent that the aggregate requisitions paid with such proceeds with respect to the Costs of Issuance do not cause the amount paid for Costs of Issuance with the proceeds of the 2021 Bonds or the investment earnings thereon to exceed two percent (2%) of the "proceeds" of the 2021 Bonds (within the meaning of Section 147(g) of the Code).

The Authority shall not take or permit any action or fail to take any action that would adversely affect the status of the 2021 Bonds as "qualified 501(c)(3) bonds" under Section 145(a) of the Code or otherwise cause the interest on the 2021 Bonds to lose the exclusion from gross income for federal income tax purposes under Section 103 of the Code.

Notwithstanding any other provision of the Resolution and this 2021 Series B and 2021 Series C Series Resolution to the contrary, the covenants contained in this Section 4.04 shall survive the payment of the 2021 Bonds and the interest thereon, including any payment or discharge thereof pursuant to Section 11.03 of the Resolution, as long as necessary in order to maintain the exclusion from gross income for federal income tax purposes of interest on the 2021 Bonds.

**Section 4.05. Authorization to Invest 2021 Bond Proceeds.** Any Authorized Officer is authorized to enter into, or direct the Trustee to enter into, one or more agreements to invest the proceeds of the 2021 Bonds as provided in Section 4.08 of the Resolution and Section 3.07 of this 2021 Series B and 2021 Series C Series Resolution, in the event that such Authorized Officer determines, in consultation with and with the consent of the University, that it is advantageous to the University for the Authority to invest any proceeds of the 2021 Bonds as so provided in Section 4.08 of the Resolution and Section 3.07 of this 2021 Series B and 2021 Series C Series Resolution.

**Section 4.06. Reimbursement.** (a) The Authority reasonably expects that the University will seek reimbursement of its expenditures of costs of the 2021 Project that were paid with funds of the University prior to the issuance of the 2021 Bonds from proceeds of the 2021 Bonds.

(b) This 2021 Series B and 2021 Series C Series Resolution is intended to be and hereby is a declaration of the Authority's official intent to reimburse the expenditures for costs of the 2021 Series B Project paid with funds of the University that are not proceeds of tax-exempt bonds prior to the issuance of the 2021 Series B Bonds, with the proceeds of the 2021 Series B Bonds in accordance with Treasury Regulations §1.150-2.

(c) The maximum principal amount of 2021 Series B Bonds expected to be issued to finance costs of the 2021 Series B Project, including amounts to be used to reimburse the expenditure of costs of the 2021 Series B Project that are paid prior to the issuance of the 2021 Series B Bonds, is an aggregate amount not-to-exceed \$250,000,000, including, without limitation, costs of issuance.

**Section 4.07. Incidental Action.** The Authorized Officers are hereby authorized and directed to execute and deliver such other documents, certificates, directions and notices, and to take such other action as may be necessary or appropriate in order to (i) effectuate the delivery of the Preliminary Official Statement, the execution and delivery of the Official Statement, the Loan Agreement and the Letter of Instruction and the sale and issuance of the 2021 Bonds, (ii) effectuate the 2021 Project, (iii) implement the DTC book-entry only system for the 2021 Bonds, (iv) maintain the tax-exempt status of the interest on the 2021 Bonds (including the preparation and filing of any information reports or other documents with respect to the 2021 Bonds as may at any time be required under Section 149 of the Code and any regulations thereunder), and (v)

purchase certain investment securities permitted under the Resolution and this 2021 Series B and 2021 Series C Series Resolution in order to effectuate the defeasance of the Bonds to be Refunded.

**Section 4.08. Conflict.** All resolutions or parts of resolutions or other proceedings in conflict herewith are repealed insofar as such conflict exists.

**Section 4.09. Effective Date.** This 2021 Series B and 2021 Series C Series Resolution shall take effect as provided for under the Act.

## EXHIBIT A

### 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 <sup>1</sup>	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 <sup>2</sup>	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 (AAAm or equivalent)	N/A
New Jersey Cash Management Fund	100%	N/A	N/A	N/A

<sup>1</sup>Rating 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.

<sup>2</sup>Funds 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 TRUSTEES OF PRINCETON UNIVERSITY**

**and**

**THE BANK OF NEW YORK MELLON**

**Dated as of April 1, 2021**

**Entered into with respect to  
New Jersey Educational Facilities Authority  
\$ \_\_, \_\_, 000 Princeton University Revenue Bonds, 2021 Series B  
\$ \_\_, \_\_, 000 Princeton University Revenue Refunding Bonds, 2021 Series C**

## CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (this "*Agreement*"), made and entered into as of April 1, 2021, by and between THE TRUSTEES OF PRINCETON UNIVERSITY, a not-for-profit educational corporation duly incorporated and validly existing under the laws of the State of New Jersey (the "*University*"), and THE BANK OF NEW YORK MELLON, a state banking corporation duly created and validly existing under the laws of the State of New York with trust and fiduciary powers in and authorization to conduct business in the State of New Jersey (the "*Trustee*" and "*Dissemination Agent*").

### WITNESSETH:

**WHEREAS**, 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 (hereinafter referred to as the "*Authority*"), is issuing its \$\_\_\_\_,\_\_\_\_,000 Princeton University Revenue Bonds, 2021 Series B (the "*2021 Series B Bonds*"), and its \$\_\_\_\_,\_\_\_\_,000 Princeton University Revenue Refunding Bonds, 2021 Series C (the "*2021 Series C Bonds*"; and together with the 2021 Series B Bonds, the "*Bonds*"), each dated April \_\_, 2021; and

**WHEREAS**, the Bonds are being issued pursuant to the Authority's Princeton University Revenue Bond Resolution adopted by the Authority on February 16, 1999, as heretofore amended and supplemented (collectively, the "*General Resolution*"), and the 2021 Series B and 2021 Series C Series Resolution adopted by the Authority on February 23, 2021 (the "*Series Resolution*"; and collectively with the General Resolution, the "*Resolution*"); and

**WHEREAS**, the University has entered into a Loan Agreement with the Authority, dated as of April 1, 2021 (the "*Loan Agreement*"), whereby the Authority has loaned a portion of the proceeds of the Bonds to the University to finance the 2021 Project (as defined in the Loan Agreement) and certain costs related to the sale and issuance of the Bonds and the University has agreed to repay the loan of such proceeds; and

**WHEREAS**, the Trustee has duly accepted the trusts imposed upon it by the Resolution as Trustee for the Holders (as defined herein) 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), as the same may be further amended, supplemented and officially interpreted from time to time or any successor provision thereto ("*Rule 15c2-12*"), generally prohibiting 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 University have determined that the University is an "obligated person" with respect to the Bonds within the meaning of Rule 15c2-12 and, in order to enable a "participating underwriter" (as such term is defined in 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 March \_\_, 2021, the Authority accepted the bid of [Name of Series B Winner], on behalf of itself and each of the original underwriters for the 2021 Series B Bonds (each a "*Participating Underwriter*"), for the purchase of the 2021 Series B Bonds;

**WHEREAS**, on March \_\_, 2021, the Authority accepted the bid of [Name of Series C Winner], on behalf of itself and each of the original underwriters for the 2021 Series C Bonds (each also a "*Participating Underwriter*"), for the purchase of the 2021 Series C Bonds;

**WHEREAS**, the execution and delivery of this Agreement have been duly authorized by the University 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 University and the Dissemination Agent 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 University 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 of the terms defined in the preambles hereof shall have the respective 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. The Annual Report shall contain audited Financial Statements, if audited Financial Statements are then available. If audited Financial Statements are not available at the time the Annual Report is filed, then the Annual Report shall contain unaudited Financial Statements, and audited Financial Statements shall thereafter be provided as required by Section 2.1(c) hereof.

"*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, the State or in the city or cities in which the principal 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 Section 2.1(d) of this Agreement.

"*Disclosure Event Notice*" means the notice to the MSRB as provided in Section 2.1(d) of this Agreement.

"*Dissemination Agent*" means The Bank of New York Mellon, acting in its capacity as Dissemination Agent under this Agreement, or any successor Dissemination Agent designated in writing by the University that has filed a written acceptance of such designation.

"*Electronic Means*" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee or the Dissemination Agent, or another method or system specified by the Trustee or the Dissemination Agent, as available for use in connection with its services hereunder.

"*EMMA*" means 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 certain other information.

"*Final Official Statement*" means the final Official Statement of the Authority, dated March \_\_, 2021, 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 statement of financial position, statement of activities, statement of cash flows or other statements that convey similar information of the University.

"*Fiscal Year*" means the fiscal year of the University. As of the date of this Agreement, the Fiscal Year of the University begins on July 1 of each calendar year and closes on June 30 of the next succeeding calendar year. If the Fiscal Year of the University should change, the Annual Reports under Section 2.1(a) of this Agreement shall be due not later than one hundred eighty (180) days after the end of each Fiscal 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 University of the type included in the Final Official Statement in Appendix A thereto entitled "APPENDIX A – PRINCETON UNIVERSITY".

"*Opinion of Counsel*" means a written opinion of counsel expert in federal securities law and acceptable to the University.

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

"*Trustee*" means The Bank of New York Mellon, acting in its capacity as Trustee for the Bonds under the Resolution, and its successors and assigns.

**Section 1.3. Capitalized Terms Not Defined Herein.** Capitalized terms used but not defined herein shall have the meanings assigned to them in Section 1.01 of the General Resolution, Section 1.01 of the Series Resolution or Section 1 of the Loan 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 the singular include the plural and vice versa, and 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. The disjunctive term "or" shall be

interpreted conjunctively as required to ensure that the University performs any obligations mentioned in the passage in which such term appears. The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

**ARTICLE 2**  
**CONTINUING DISCLOSURE COVENANTS**  
**AND REPRESENTATIONS**

**Section 2.1. Continuing Disclosure Covenants of University.** The University agrees that it will provide, until such time as the University instructs the Dissemination Agent to provide, at which time the Dissemination Agent shall provide:

(a) Not later than each December 27th following the end of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2021, an Annual Report to the MSRB through EMMA, to the Trustee and to the Authority. If the University's audited Financial Statements are not available at the time the Annual Report is required to be filed, the Annual Report shall contain unaudited Financial Statements.

(b) Not later than fifteen (15) days prior to the date specified in Section 2.1(a) hereof, a copy of the Annual Report to the 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 University.

(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 the 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 events of the University, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the University 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 University, 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 University;
- (xiii) The consummation of a merger, consolidation or acquisition involving the University or the sale of all or substantially all of the assets of the University, 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 University, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of the University, 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 University, if any such event reflects financial difficulties.

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

(f) In determining the materiality of the Disclosure Events specified in subsections (d)(ii), (vi), (vii), (viii), (x), (xiii), (xiv) or (xv) of this Section 2.1, the University may, but shall not be required to, rely conclusively on an Opinion of Counsel.

**Section 2.2. Continuing Disclosure Representations.** The University 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 that 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 University or related public entities that 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. The University 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 University agrees that each Annual Report, each Disclosure Event Notice and each notice pursuant to Sections 2.1(a), 2.1(b), 2.1(c), 2.1(d) and 2.1(e) 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 and Duties of Dissemination Agent.** (a) If the University or the Dissemination Agent has determined it necessary to report the occurrence of a Disclosure Event, the University or the Dissemination Agent 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 University 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 Bondholders under Section 7.11 of the General Resolution. The University 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 University and the Trustee (if the Dissemination Agent is not the Trustee), with a copy to the Authority, certifying that the Annual Report has been provided to the MSRB pursuant to this Agreement and stating the date it was provided to the MSRB.

**Section 2.6. Appointment, Removal and Resignation of Dissemination Agent; Indemnification.** (a) The University may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and it 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 University hereby appoints The Bank of New York Mellon as Dissemination Agent, and The Bank of New York Mellon 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, and the University agrees to indemnify and hold the Dissemination Agent and its officers, directors, employees and agents harmless against any loss, expense or liability it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liability due to the Dissemination Agent's negligence or willful misconduct. The obligations of the University under this Section 2.6(b) shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(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 University and the Authority. Such resignation shall take effect on the date specified in such notice.

**Section 2.7. Responsibilities, Duties, Immunities and Liabilities of Trustee and Dissemination Agent.** Article VI of the General Resolution, Section 2.16 of the Series Resolution and Section 27 of the Loan Agreement are each hereby made applicable to this Agreement as if the duties of the Trustee and the Dissemination Agent hereunder were (solely for this purpose) set forth in the General Resolution, the Series Resolution and the Loan Agreement, respectively.

**ARTICLE 3**  
**DEFAULTS AND REMEDIES**

**Section 3.1. Disclosure Default.** The occurrence and continuation of a failure by the University 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 University by the Trustee or any Bondholder, shall constitute a disclosure default hereunder.

**Section 3.2. Remedies on Default.** (a) The Trustee may (and shall, at the written request of any Participating Underwriter or the Holders of at least twenty-five percent (25%) in aggregate principal amount of Outstanding Bonds, after provision of indemnity in accordance with Section 6.02 of the General Resolution), or any Bondholder, for the equal benefit and protection of all Bondholders similarly situated, may, take whatever action at law or in equity is necessary or desirable against the University and any of its officers, agents and employees to enforce the specific performance and observance of any obligation, agreement or covenant of the University hereunder and may compel the University or any such officers, agents or employees, except for the Dissemination Agent, to perform and carry out their duties hereunder; *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 University, 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 University, the Trustee and any Bondholder shall continue as though no such proceedings had been taken.

(c) A default under this Agreement shall not be deemed an event of default under either the Resolution or the Loan Agreement, and the sole remedy under this Agreement in the event of any failure by the University to comply with this Agreement shall be as set forth in Section 3.2(a) hereof.

**ARTICLE 4  
MISCELLANEOUS**

**Section 4.1. Purpose of Agreement.** This Agreement is being executed and delivered by the University and the Dissemination Agent for the benefit of the Bondholders and in order to assist each Participating 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 Dissemination Agent or the Bondholders.

(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 Dissemination Agent.

**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 University or the Dissemination Agent hereunder against the Authority or against any member, officer, official, employee, counsel, consultant or agent of the Authority or any person executing the Bonds.

The University agrees to indemnify and hold harmless the Authority, any member, officer, official, employee, counsel, consultant or agent of the Authority, including the Dissemination Agent, each Participating Underwriter and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies thereof (collectively, the "*Indemnified Parties*"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by the University'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 University to perform hereunder. 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 University, the Indemnified Parties shall promptly notify the University in writing. Upon receipt of such notification, the University 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 Indemnified Parties. However, failure on the part of the Authority to give such notification shall not relieve the University from its obligation under this Section 4.3 to the Authority. For any Indemnified Party other than the Authority, to the extent the University suffers actual prejudice as a result of any such failure to give such notification, such failure shall relieve the University from its indemnification obligation under this Section 4.3 to the extent of such prejudice or loss. 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 sole expense of such Indemnified Party, unless the employment of such counsel has been specifically authorized by the University or unless by reason of conflict of interest (determined by the written opinion of counsel to any Indemnified Party delivered to the University) it is advisable for such Indemnified Party to be represented by separate counsel, in

which case the fees and expenses of such separate counsel shall be borne by the University. The University 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 University or if there be a final judgment for the plaintiff in any such action with or without written consent, the University 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 Section 4.3 shall require or obligate the University to indemnify or hold harmless the Indemnified Parties from or against any loss, claim, damage, liability or expense caused by any gross negligence or intentional misconduct on the part of the Indemnified Parties in connection with the University's performance of its obligations, agreements and covenants hereunder.

**Section 4.4. Additional Information.** Nothing in this Agreement shall be deemed to prevent the University 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, in addition to that which is required by this Agreement, any other information in any Annual Report or any Disclosure Event Notice. If the University 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 University shall not have any obligation under this Agreement to update such information or to include it in any future Annual Report or any future Disclosure Event Notice. The University 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 Electronic Means, in the case of the Trustee or the Dissemination Agent) addressed to, in the case of the University, the Treasurer of the University, P.O. Box 35, Princeton, New Jersey 08543 (facsimile (609) 258-0442); and in the case of the Trustee/Dissemination Agent, its principal corporate trust office at The Bank of New York Mellon, c/o Corporate Trust Department, 385 Rifle Camp Road, 3rd Floor, Woodland Park, New Jersey 07424 (facsimile (973) 357-7840), with a copy to the Authority, at its offices at 103 College Road East, Princeton, New Jersey 08540 (facsimile (609) 987-0850).

**Section 4.6. Assignments.** This Agreement may not be assigned by either party hereto without the written consent of the other with written notice to the Authority 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. The parties hereto acknowledge and agree that this Agreement and any related documents, and any amendments or waivers hereto or thereto, may be executed and delivered by facsimile, electronic copies in portable document format ("*PDF*") or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means or by any digital or electronic signature process or program, and that any signature so delivered shall be treated as and have the same force and effect as an original signature, and copies of the same may be used and introduced as evidence at any legal proceedings relating to or arising under this Agreement. The parties hereto (a) explicitly consent to the delivery by electronic means of this Agreement, (b) agree that their present intent to be bound by this Agreement may be evidenced by transmission of digital images of signed signature pages via electronic means, and (c) affirm that such transmission indicates a present intent to be bound by the terms of this Agreement and is deemed to be valid execution and delivery as though an original ink or electronic signature. An electronic image of this Agreement (including signature pages) shall be as effective as an original for all purposes.

**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 Resolution), this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Dissemination Agent.

(b) Without the consent of any Bondholders, the University and the Dissemination Agent 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 University hereunder for the benefit of the Bondholders or to surrender any right or power conferred upon the University 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 or legal requirements followed by or applicable to the University, to reflect changes in the identity, nature or status of the University or in the business, structure or operations of the University, or to reflect any mergers, consolidations, acquisitions or dispositions made by or affecting the University; *provided*, that any such modification shall not be in contravention of Rule 15c2-12 as then in effect at the time of such modification; or

(iii) to cure any ambiguity herein, to correct or supplement any provision hereof that may be inconsistent with any other provision hereof or to include any other provisions with respect to matters or questions arising under this Agreement, any of which, in each case, would have complied with the requirements of Rule 15c2-12 at the time of the primary offering, after taking into account any amendments or interpretations of Rule 15c2-12 as well as any changes in circumstances;

*provided*, that prior to approving any such amendment or modification, the University determines that such amendment or modification does not adversely affect the interests of the Bondholders in any material respect.

(c) Upon entering into any amendment or modification required or permitted by this Agreement that materially affects the interests of the Bondholders, the University shall deliver, or cause the Dissemination Agent to deliver, to the MSRB through EMMA written notice of any such amendment or modification.

(d) The University and the Dissemination Agent shall be entitled to rely exclusively upon an opinion of Bond Counsel to the Authority 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 University and the Dissemination Agent each recognize that the provisions of this Agreement are intended to enable compliance with Rule 15c2-12. If, as a result of a change in Rule 15c2-12 or in the interpretation thereof or the promulgation of a successor rule, statute or regulation thereto, a change in this Agreement shall be permitted or necessary to assure continued compliance with Rule 15c2-12 and upon delivery of an opinion of Bond Counsel to the Authority addressed to the University and the Dissemination Agent to the effect that such amendments shall be permitted or necessary to assure continued compliance with Rule 15c2-12 as so amended or interpreted, then the University and the Dissemination Agent shall amend this Agreement to comply with and be bound by any such amendment to the extent necessary or desirable to assure compliance with the provisions of Rule 15c2-12 and shall provide written notice of such amendment as required by Section 4.9(c) hereof.

**Section 4.11. Governing Law.** This Agreement shall be governed exclusively by and construed in accordance with the laws of the State and the laws of the United States of America, as applicable. The University and the Dissemination Agent agree that the University or the Authority may be sued only in a court in the County of Mercer in the State of New Jersey.

**Section 4.12. Termination of University's Continuing Disclosure Obligations.** The continuing obligation of the University under Section 2.1 hereof to provide the Annual Report and any Disclosure Event Notice and to comply with the other requirements of this Agreement shall terminate if and when either (i) the Bonds are no longer Outstanding in accordance with the terms of the Resolution or (ii) the University no longer remains an "obligated person" (as such term is defined in Rule 15c2-12) with respect to the Bonds, and, in either event, only after the University delivers, or causes the Dissemination Agent to deliver, notice to such effect to the MSRB through EMMA. This Agreement shall be in full force and effect from the date of issuance of the Bonds and shall continue in effect until the date the Bonds are no longer Outstanding in accordance with the terms of the Resolution; *provided, however*, that the indemnification provisions set forth in Sections 2.6(b) and 4.3 hereof shall survive the termination of this Agreement.

**Section 4.13. Prior Undertakings.** Except as disclosed in the Final Official Statement, the University has not failed during the previous five years to comply in all material respects with any prior continuing disclosure undertaking made by it in accordance with Rule 15c2-12.

**Section 4.14. Covenant.** In accordance with P.L. 2005, c. 92, the Dissemination Agent covenants and agrees that all services performed by it under this Agreement shall be performed within the United States of America.

**Section 4.15. Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the University and the Dissemination Agent and their respective successors and assigns.

**Section 4.16. 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 (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, 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 Dissemination 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](http://www.elec.state.nj.us).

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF, THE TRUSTEES OF PRINCETON UNIVERSITY and THE BANK OF NEW YORK MELLON** 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 TRUSTEES OF PRINCETON  
UNIVERSITY**

By: \_\_\_\_\_  
**James S. Matteo**  
**Vice President for Finance**  
**and Treasurer**

**THE BANK OF NEW YORK MELLON**

By: \_\_\_\_\_  
**David J. O'Brien**  
**Vice President**

## LETTER OF INSTRUCTION

This LETTER OF INSTRUCTION, dated April \_\_, 2021 (this "*Letter of Instruction*"), by and between the New Jersey Educational Facilities Authority (the "*Authority*") and The Trustees of Princeton University (the "*University*"), and acknowledged by The Bank of New York Mellon, as bond trustee (the "*Trustee*") for the 2011 Series B Bonds (as hereinafter defined), is delivered in connection with the New Jersey Educational Facilities Authority Princeton University Revenue Bonds, 2011 Series B (the "*2011 Series B Bonds*"), originally issued on July 6, 2011, in the original aggregate principal amount of \$250,000,000, pursuant to the Princeton University Bond Resolution, adopted by the Authority on February 16, 1999 (the "*General Resolution*"), and the 2011 Series Resolution, adopted by the Authority on May 24, 2011 (the "*2011 Series Resolution*"; and together with the General Resolution, the "*Resolutions*"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Resolutions.

### WITNESSETH:

**WHEREAS**, the Outstanding 2011 Series B Bonds maturing on or after July 1, 2022 are subject to redemption prior to maturity, on or after July 1, 2021, at the option of the Authority upon the consent of the University, as a whole or in part at any time, at a Redemption Price equal to 100% of the principal amount to be so redeemed, plus interest accrued to the redemption date;

**WHEREAS**, the Outstanding 2011 Series B Bonds maturing on July 1 in the years identified and as more fully described in **Exhibit A** attached hereto (the "*Bonds to be Defeased and Redeemed*") are currently Outstanding in the aggregate principal amount of \$203,760,000;

**WHEREAS**, on the date hereof, the Authority has issued its New Jersey Educational Facilities Authority Princeton University Revenue Refunding Bonds, 2021 Series C (the "*2021 Series C Bonds*"), and the Authority and the University shall cause the transfer of a portion of the proceeds of the 2021 Series C Bonds to the Trustee to be applied, together with other available funds transferred on the date hereof by the University to the Trustee, towards the optional redemption of the Bonds to be Defeased and Redeemed on July 1, 2021 (the "*Redemption Date*");

**WHEREAS**, the University hereby requests that the Authority and the Trustee take such actions as are necessary and appropriate for the optional redemption of the Bonds to be Defeased and Redeemed on the Redemption Date at a Redemption Price equal to 100% of the principal amount thereof plus interest accrued thereon to the Redemption Date; and

**WHEREAS**, the Authority, the University and the Trustee desire to execute and deliver this Letter of Instruction to provide for the taking of all necessary and appropriate actions so as to provide for the optional redemption of the Bonds to be Defeased and Redeemed on the Redemption Date.

**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. Representations and Actions of University.

(a) The University hereby requests the Authority and the Trustee to optionally redeem all the Bonds to be Defeased and Redeemed on the Redemption Date.

(b) The University hereby requests the Authority to direct the Trustee, pursuant to Section 3.02 of the General Resolution, Section 2.05 of the 2011 Series Resolution and the 2011 Series B Bonds, to redeem all the Bonds to be Defeased and Redeemed in an aggregate principal amount of \$203,760,000 on the Redemption Date, at a Redemption Price of 100%, plus accrued interest (\$4,618,611.25) from January 1, 2021 to the Redemption Date.

SECTION 2. Representations and Actions of Authority.

(a) The Authority hereby acknowledges receipt of this written request from the University set forth in Section 1(a) hereof to redeem all the Bonds to be Defeased and Redeemed.

(b) Pursuant to Section 3.02 of the General Resolution, Section 2.05 of the 2011 Series Resolution and the 2011 Series B Bonds, the Authority hereby elects to redeem all the Bonds to be Defeased and Redeemed in the aggregate principal amount of \$203,760,000 on the Redemption Date, at a Redemption Price of 100%, plus accrued interest (\$4,618,611.25) from January 1, 2021 to the Redemption Date.

(c) The Authority's election to redeem all the Bonds to be Defeased and Redeemed shall serve as the Authority's written notice to the Trustee of such election.

(d) The Authority hereby directs the Trustee to provide notice of the optional redemption of the Bonds to be Defeased and Redeemed, substantially in the form of **Exhibit B** attached to this Letter of Instruction, in accordance with the terms of the Resolutions, as soon as practicable, but no later than June 1, 2021.

(e) The Authority hereby directs the Trustee to redeem all the Bonds to be Defeased and Redeemed on the Redemption Date, pursuant to Section 3.02 of the General Resolution, Section 2.05 of the 2011 Series Resolution and the 2011 Series B Bonds, from funds available therefor in the Redemption Fund.

(f) The Authority hereby directs the deposits and transfers set forth in Sections 3(b), (c) and (e) hereof.

SECTION 3. Representations and Actions of Trustee.

(a) The Trustee hereby acknowledges receipt of the notice of the Authority's election to redeem the Bonds to be Defeased and Redeemed in an aggregate principal amount of \$203,760,000 on the Redemption Date, at a Redemption Price of 100%, plus accrued interest (\$4,618,611.25) from January 1, 2021 to the Redemption Date.

(b) The Trustee hereby acknowledges receipt of a portion of the proceeds of the 2021 Series C Bonds in the amount of \$\_\_\_\_,\_\_\_\_,\_\_\_\_.\_\_\_\_ in immediately available funds and shall deposit such funds immediately into the Redemption Fund to be applied as set forth in the following paragraph (e).

(c) The Trustee hereby acknowledges that it is holding \$4,618,611.25 in the Interest Account of the Debt Service Fund for the Bonds to be Defeased and Redeemed and shall deposit such funds immediately into the Redemption Fund to be applied as set forth in the following paragraph (e).

(d) The Trustee agrees to give notice of the optional redemption of the Bonds to be Defeased and Redeemed substantially in the form of **Exhibit B** attached to this Letter of Instruction, as soon as practicable, but no later than June 1, 2021, in the manner prescribed by Section 3.03 of the General Resolution and Sections 2.06 and 2.13 of the 2011 Series Resolution.

(e) The Trustee agrees that, of the \$\_\_\_\_,\_\_\_\_,\_\_\_\_.\_\_\_\_ to be deposited into the Redemption Fund pursuant to this Section 3, the Trustee shall apply \$\_\_\_\_,\_\_\_\_,\_\_\_\_ to the purchase of the securities listed in **Exhibit C** attached to this Letter of Instruction (the "*Defeasance Securities*") and shall retain \$\_\_\_\_.\_\_\_\_ uninvested in cash in the Redemption Fund in trust for the Holders of the Outstanding Bonds to be Defeased and Redeemed and the Trustee shall have no claim against such amounts. The Trustee shall apply the moneys available in the Redemption Fund to the payment on the Redemption Date of the Redemption Price applicable to the Outstanding Bonds to be Defeased and Redeemed being redeemed, such Redemption Price equal to 100% of the principal amount thereof, plus interest accrued thereon (\$4,618,611.25) to the Redemption Date, as contemplated by Section 3.02 of the General Resolution, Section 2.05 of the 2011 Series Resolution and the 2011 Series B Bonds. The Trustee shall have no liability for the payment of the principal or Redemption Price, if any, of and interest on the Outstanding Bonds to be Defeased and Redeemed pursuant to this Section 3 and the Resolutions, except for the application of moneys and obligations available for such purposes in the Redemption Fund.

**SECTION 4. Reinvestment.** Except as otherwise expressly provided herein, the Trustee 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 Trustee 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 Redemption Fund. The Authority hereby covenants and agrees that it will not request the Trustee to exercise any of the powers described in the preceding sentences in any manner that would cause the 2021 Series C Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (collectively, the "*Code*") in effect on the date of such request and applicable to the 2021 Series C Bonds. The Trustee 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 Trustee 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 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 Redemption 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 Defeased and Redeemed; (ii) the amounts and dates of the anticipated payments from the Redemption Fund to the holders of such Bonds to be Defeased and Redeemed in accordance with their terms will not be diminished or postponed thereby; (iii) the Trustee shall receive an opinion of nationally recognized bond counsel to the effect that such disposition and substitution or purchase is permitted under the Resolutions and this Letter of Instruction, and it would have no adverse effect on the exclusion from gross income for federal income tax purposes of the interest on the 2021 Series C Bonds or the Bonds to be Defeased and Redeemed; (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 incidental 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 2021 Series C Bonds shall prepare and file the appropriate application therefor.

SECTION 5. Counterparts. This Letter of Instruction may be executed in any number of counterparts, each of which when so executed and delivered shall be an original; but such counterparts shall together constitute but one and the same instrument. The parties hereto acknowledge and agree that this Letter of Instruction and any related documents, and any amendments or waivers hereto or thereto, may be executed and delivered by facsimile, electronic copies in portable document format ("*PDF*") or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means or by any digital or electronic signature process or program, and that any signature so delivered shall be treated as and have the same force and effect as an original signature, and copies of the same may be used and introduced as evidence at any legal proceedings relating to or arising under this Letter of Instruction. The parties hereto (a) explicitly consent to the delivery by electronic means of this Letter of Instruction, (b) agree that their present intent to be bound by this Letter of Instruction may be evidenced by transmission of digital images of signed signature pages via electronic means, and (c) affirm that such transmission indicates a present intent to be bound by the terms of this Letter of Instruction and is deemed to be valid execution and delivery as though an original ink or electronic signature. An electronic image of this Letter of Instruction (including signature pages) shall be as effective as an original for all purposes.

**[SIGNATURE PAGE FOLLOWS]**

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

**NEW JERSEY EDUCATIONAL  
FACILITIES AUTHORITY**

By: \_\_\_\_\_  
**Eric D. Brophy, Esq.**  
**Executive Director**

**THE TRUSTEES OF PRINCETON  
UNIVERSITY**

By: \_\_\_\_\_  
**James S. Matteo**  
**Vice President for Finance  
and Treasurer**

**Acknowledgement of Trustee:**

**THE BANK OF NEW YORK MELLON**

By: \_\_\_\_\_  
**David J. O'Brien**  
**Vice President**

**EXHIBIT A**

**BONDS TO BE REDEEMED AND DEFEASED**

## EXHIBIT B

### NOTICE OF OPTIONAL REDEMPTION

#### NOTICE OF OPTIONAL REDEMPTION

#### NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY PRINCETON UNIVERSITY REVENUE BONDS, 2011 SERIES B

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP</u>
7/1/2022	\$ 6,500,000	646065X23
7/1/2023	6,760,000	646065X31
7/1/2024	7,030,000	646065X49
7/1/2025	7,330,000	646065X56
7/1/2026	7,640,000	646065X64
7/1/2027	7,965,000	646065X72
7/1/2028	8,325,000	646065X80
7/1/2029	8,695,000	646065X98
7/1/2030	9,090,000	646065Y22
7/1/2031	9,520,000	646065Y30
7/1/2032	9,975,000	646065Y48
7/1/2033	10,445,000	646065Y55
7/1/2034	10,940,000	646065Y63
7/1/2035	11,490,000	646065Y71
7/1/2036	12,065,000	646065Y89
7/1/2039	39,930,000	646065Y97
7/1/2041	30,060,000	646065Z21

**NOTICE IS HEREBY GIVEN** that, pursuant to the provisions of the Princeton University Revenue Bond Resolution, adopted by the New Jersey Educational Facilities Authority (the "*Authority*") on February 16, 1999 (the "*General Resolution*"), and the 2011 Series C Series Resolution, adopted by the Authority on May 24, 2011 (the "*Series Resolution*"; and together with the General Resolution, the "*Resolution*"), relating to the above-referenced bonds (the "*Bonds*"), the Bonds have been called for redemption on July 1, 2021 (the "*Redemption Date*"), at a redemption price of 100% of the principal amount thereof, plus interest accrued to the Redemption Date. You are hereby notified that the Bonds should be presented for redemption at the corporate trust office of the Trustee located at:

<u>First Class/ Registered/Certified</u>	<u>Express Delivery Only</u>	<u>By Hand Only</u>
<b>The Bank of New York Mellon</b> Global Corporate Trust P.O. Box 396 East Syracuse, New York 13057	<b>The Bank of New York Mellon</b> Global Corporate Trust 111 Sanders Creek Parkway East Syracuse, New York 13057	<b>The Bank of New York Mellon</b> Global Corporate Trust Corporate Trust Window 101 Barclay Street 1st Floor East New York, New York 10286

on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds will become due and payable at the redemption price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds 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 or as contained in this Notice of Redemption. Reliance may only be placed on the identification numbers printed herein or on the Bonds.

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
By: The Bank of New York Mellon, as Trustee

IMPORTANT NOTICE

Under provisions of the Jobs and Growth Tax Relief Reconciliation Act of 2003, the Trustee may be obligated to withhold 28% from payments of the Redemption Price to individuals who have failed to furnish the Trustee with a valid Taxpayer Identification Number. Holders of the 2011 Series B Bonds who wish to avoid the application of these provisions should submit certified Taxpayer Identification Numbers on Form W-9 when presenting their 2011 Series B Bonds.

**EXHIBIT C**

**DEFEASANCE SECURITIES**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**and**

**THE TRUSTEES OF PRINCETON UNIVERSITY**

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**LOAN AGREEMENT**

**Dated as of April 1, 2021**

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**Relating to**  
**New Jersey Educational Facilities Authority**  
**\$ \_\_, \_\_, 000 Princeton University Revenue Bonds, 2021 Series B**  
**\$ \_\_, \_\_, 000 Princeton University Revenue Refunding Bonds, 2021 Series C**

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## LOAN AGREEMENT

**THIS LOAN AGREEMENT**, dated as of April 1, 2021 (this "*Loan Agreement*"), by and between 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 (hereinafter referred to as the "*Authority*"), and created pursuant to the provisions of the New Jersey Educational Facilities Authority Law, being Chapter 72A, Title 18A of the New Jersey Statutes, as enacted by Chapter 271 of the Laws of 1967, as amended and supplemented (the "*Act*"), and THE TRUSTEES OF PRINCETON UNIVERSITY, a not-for-profit educational corporation located in the State of New Jersey (hereinafter referred to as the "*University*"), constituting a "private college" as defined in the Act.

The Authority and the University hereby mutually covenant and agree as follows:

**SECTION 1. Definitions.** As used in this Loan Agreement, unless a different meaning clearly appears from the context, all words and terms defined in Section 1.01 of the Princeton University Revenue Bond Resolution, adopted by the Authority on February 16, 1999 (the "*Resolution*"), as amended and supplemented, and in Section 1.01 of the 2021 Series B and 2021 Series C Series Resolution, adopted by the Authority on February 23, 2021 (the "*2021 Series Resolution*"; and together with the Resolution, the "*Resolutions*"), shall have the same meanings, respectively, in this Loan Agreement as are given to such words and terms by such Resolutions.

**SECTION 2. Loan of Bond Proceeds.** (a) The University has applied to the Authority for a loan (the "*Loan*") under the Act and the Authority has approved a loan to the University to: (i) finance (in whole or in part) the costs of the acquisition, construction, renovation and installation of certain capital assets to be located at or near the University's main campus in Princeton, New Jersey, at its Forrestal Campus in Plainsboro, New Jersey, at its administrative building at 701 Carnegie Center in West Windsor, New Jersey, or at its lake campus in West Windsor, New Jersey, consisting of (A) the renovation and repair of various University buildings and other facilities, including utility systems, roads, grounds and parking, (B) the purchase of capital equipment for academic departments and administrative and supporting units, (C) the construction of academic, administrative, athletic, housing and/or student/faculty/staff-related capital facilities and utility/infrastructure-related assets, and (D) the acquisition of land (collectively, the "*2021 Series B Project Facilities*"); (ii) refund all or a portion of the Authority's Princeton University Commercial Paper Notes, Series 2018A and Series 2020A (Tax-Exempt); (iii) refund a portion of The Trustees of Princeton University Taxable Commercial Paper Notes ((i), (ii) and (iii) are collectively referred to as the "*2021 Series B Project*"); (iv) finance the current refunding and defeasance of all or a portion of the Outstanding 2011 Series B Bonds (the "*Bonds to be Refunded*"; such refunding of the Bonds to be Refunded to be defined as the "*Refunding Project*"; and together with the 2021 Series B Project, the "*2021 Project*"); and (v) pay certain costs incidental to the sale and issuance of the Bonds (defined below), including deposits to certain funds created under the Resolution and the 2021 Series Resolution.

(b) To provide funds for the Loan, the Authority proposes to issue and sell its Princeton University Revenue Bonds, 2021 Series B, in the aggregate principal amount of \$\_\_\_\_,\_\_\_\_,000, and its Princeton University Revenue Refunding Bonds, 2021 Series C, in the aggregate principal amount of \$\_\_\_\_,\_\_\_\_,000 (collectively, the "*Bonds*"), pursuant to the Resolution and the 2021 Series Resolution.

**SECTION 3. General Obligation of University.** This Loan Agreement and the obligation of the University to make the payments required hereunder are general obligations of the University, such payments to be made from any moneys of the University legally available therefor.

**SECTION 4. Duration of Loan Agreement.** This Loan Agreement shall remain in full force and effect from the date hereof until the date on which the principal of and redemption premium, if any, and interest on the Bonds and any other costs of the Authority with respect to the 2021 Project shall have been fully paid or provision for the payment thereof shall have been made as provided by the Resolution and the 2021 Series Resolution, at which time this Loan Agreement shall terminate.

**SECTION 5. Agreement for Benefit of Bondholders.** This Loan Agreement is executed in part to induce the purchase by others of the Bonds, and, accordingly, all covenants and agreements on the part of the University and the Authority, as set forth in this Loan Agreement, are hereby declared to be for the benefit of the holders of the Bonds and any other bonds issued and to be issued on a parity with the Bonds as permitted by the Resolution.

**SECTION 6. University to Comply with Resolutions.** The University agrees to do all things within its power in order to enable the Authority to comply with all requirements and to fulfill all covenants of the Resolutions that require the University to comply with requests or obligations so that the Authority will not be in default under the Resolution and the 2021 Series Resolution.

**SECTION 7. Loan.** The Authority agrees that upon the delivery of the Bonds, with the moneys available to it under the provisions of the Resolution and the 2021 Series Resolution, it shall make the Loan to the University from the proceeds of the Bonds to finance the costs of the 2021 Project and pay certain costs incidental to the sale and issuance of the Bonds, including deposits to certain funds created under the Resolution and the 2021 Series Resolution.

**SECTION 8. [Reserved.]**

**SECTION 9. Bonds and Additional Parity Bonds.** The Authority agrees to use its best efforts to sell, issue and deliver the Bonds in accordance with the terms of the Resolution and the 2021 Series Resolution; *provided, however*, that the Authority may issue Additional Parity Bonds to finance the completion of the 2021 Project or to finance any other eligible facility of the University on a parity as to payment from Revenues with the Bonds. The proceeds of the Bonds and any Additional Parity Bonds issued to make the Loan shall be used to finance the costs of the 2021 Project, including the payment of legal, financing, administrative and other expenses incurred by the Authority or the University in connection with the 2021 Project and the issuance of the Bonds. The Authority may, but shall not be required by the provisions of this

Loan Agreement to, issue Additional Parity Bonds to finance the cost or estimated cost of completing the 2021 Project. Nothing contained herein, in the Resolution or in the 2021 Series Resolution shall be interpreted as creating any obligation on the part of the Authority to issue Additional Parity Bonds, it being the intent hereof to reserve to the Authority full and complete discretion to decline to issue such Additional Parity Bonds in the performance of its duties under the Act.

**SECTION 10. Conditions Precedent to Disbursement of Moneys.** The obligation of the Authority to make any disbursement of moneys based upon construction or renovation shall be subject to the following conditions, as well as any others herein set forth: (i) the University shall not be in default under this Loan Agreement; and (ii) construction shall have progressed at a rate and in a manner reasonably satisfactory to the Authority.

If the University fails to meet the conditions precedent to the full disbursement of the Loan as specified in the preceding paragraph, the obligation of the Authority to make further disbursements in connection with the Loan shall cease. In such event, the Authority may elect, in its sole discretion, either (i) to permit the Loan to continue, with the total of all disbursements or advances previously made to constitute the total amount of the Loan; or (ii) to declare the amount of all such disbursements or advances immediately due and payable, in accordance with the right reserved in this Loan Agreement; *provided, however*, the Authority, in its sole discretion, may waive any of the foregoing requirements and may take such other action as it deems appropriate. In any event, the approval of the disbursement of moneys shall not be unreasonably withheld.

**SECTION 11. University to Provide Information.** The University agrees, whenever requested by the Authority, to provide and certify or cause to be provided and certified such information concerning the University, its finances and other topics as the Authority reasonably considers necessary to enable counsel to the Authority to issue its opinions and otherwise advise the Authority as to the transactions contemplated by this Loan Agreement or the capacity of the parties to enter into the same, and to enable it to make any reports required by law, governmental regulations, the Resolution or the 2021 Series Resolution.

**SECTION 12. Payment Unconditional.** The University unconditionally agrees to pay to the Authority or on its order the payments required by this Loan Agreement in the manner and at the times provided by this Loan Agreement.

**SECTION 13. Payment Obligations of University.** The obligation of the University to pay or cause to be paid the amounts payable under this Loan Agreement shall be absolute and unconditional, and the amount, manner and time of payment of such amounts shall not be decreased, abated, postponed or delayed for any cause or by reason of the happening of any event. The amounts payable by the University shall include all sums necessary for the payment of certain fees and expenses of the Authority and the Trustee, and shall be calculated and payable as follows:

(a) For the Bond Year beginning March 1, 2021 and for each Bond Year thereafter, an amount equal to the amount of interest on the Bonds Outstanding becoming due on September 1 in such Bond Year, if any, and on the March 1 immediately succeeding the expiration of such Bond Year.

(b) For the Bond Year beginning March 1, 202\_ and for each Bond Year thereafter, the amount of principal of the Bonds Outstanding becoming due on the March 1 immediately succeeding the expiration of such Bond Year.

(c) For the Bond Year beginning March 1, 2021 and for each Bond Year thereafter, an amount equal to the sum of the following three items: (i) any expenditures of the Authority for insurance, fees and expenses of auditing and fees and expenses of the Trustee, any paying agents and depositories, and not otherwise paid or provided for by the University; (ii) all other expenditures reasonably and necessarily incurred by the Authority by reason of its financing of the 2021 Project, including expenses incurred by the Authority to compel full and punctual performance of all of the provisions of this Loan Agreement in accordance with the terms hereof; and (iii) all amounts to the extent required to be deposited by the Authority in the rebate account for the Bonds in the Rebate Fund pursuant to Section 4.11 of the Resolution and the Authority Tax Certificate, less amounts transferred from the Construction Fund to satisfy such requirement. Any expenditures of the Authority made pursuant to items (i) and (ii) of this subparagraph shall be certified by the Authority to the University in writing as soon as practicable and shall thereupon be paid or caused to be paid by the University.

(d) For the Bond Year beginning March 1, 2021 and for each Bond Year thereafter, the Annual Administrative Fee to be paid to the Authority in the amount of 7/100 of 1% of the Outstanding principal amount per series of the 2021 Bonds.

(e) On the date of the issuance and delivery of the 2021 Bonds, the Initial Fee to be paid to the Authority calculated at the rate of 1/5 of 1% of the aggregate principal amount of each series of the 2021 Bonds, with a maximum initial fee of \$125,000.

To secure payment of the amounts required hereunder, the University has caused to be created a loan account for the Bonds (the "*Loan Account*") to be maintained with the Trustee. Except for the payments on account of rebate required by clause (iii) of subparagraph (c) of this Section 13, the University covenants and agrees that it will deposit or cause to be deposited with the Trustee: (i) no later than February 20th and August 20th in each Bond Year, into the Loan Account, one-half (1/2) of the portion of the Loan payments due in such Bond Year for the Bonds pursuant to subparagraphs (a), (c) and (d) of this Section 13; and (ii) no later than February 20th in each Bond Year, into the Loan Account, the full amount of the portion of the Loan payments due in such Bond Year for the Bonds pursuant to subparagraph (b) of this Section 13. Moneys in the Loan Account will be transferred by the Trustee to the Revenue Fund created by the Resolution on February 25 and August 25 of each Bond Year. The payments on account of rebate required by clause (iii) of subparagraph (c) of this Section 13 shall be paid by the University to the Trustee for deposit in the rebate account for the Bonds in the Rebate Fund at the times requested by the Authority.

The moneys in the Loan Account shall be invested at the direction of the University with the approval of the Authority, or if no instructions are received from the University, by the Authority, in (i) obligations of, or guaranteed by, the United States of America or the State of New Jersey, (ii) certificates of deposit or time deposits of banks or trust companies; *provided*, that all such moneys in each such certificate of deposit or time deposit shall be continuously and fully secured by direct obligations of the United States of America, the State of New Jersey or the Authority of a market value equal, at the time of purchase, to the amount of such certificate of deposit or time deposit, (iii) repurchase agreements fully secured by obligations described in clause (i) above, or (iv) shares of an open-end, diversified investment company registered under the Investment Company Act of 1940, as amended, which (1) invests its assets exclusively in obligations of, or guaranteed by, the United States of America or any instrumentality or agency thereof having in each instance a final maturity date of less than one year from the date of purchase; (2) seeks to maintain a constant net asset value per share; and (3) has aggregate net assets of not less than \$10,000,000 on the date of purchase of such shares, maturing in such amounts and on such dates as may be necessary to provide moneys to meet the payments from the Loan Account.

The Authority shall not declare an Event of Default under this Loan Agreement with respect to the payments required in subparagraphs (c) and (d) of this Section 13 until the Authority has furnished the University with a statement of amounts due and the University has failed to pay the same within ten (10) days after receipt of such statement.

Any transfer required to be made on any date that is not a business day shall be made on the next succeeding business day.

**SECTION 14. Voluntary Payments by University.** The Authority and the University agree that the University shall have the right to make voluntary payments in any amount to the Trustee for deposit in the Redemption Fund, if the University is not in default under this Loan Agreement. Upon notification by the University to the Authority of any such voluntary payment, the Authority agrees that it shall direct the Trustee to purchase or redeem Bonds in accordance with the Resolution and the 2021 Series Resolution.

**SECTION 15. Consent to Assignment by Authority.** The University hereby consents to, and authorizes the assignment by the Authority to the Trustee of, the Authority's rights to receive the payments required by subparagraphs (a) and (b) of Section 13 hereof, and upon such assignment the Trustee shall be fully vested with all of the rights of the Authority so assigned and may, subject to the provisions of Section 6.02 of the Resolution, thereafter exercise or enforce, by any remedy provided therefor by law or by this Loan Agreement, such right directly in its own name.

**SECTION 16. Pledge of University.** The full faith and credit of the University is pledged to the payments required to be made by the University under this Loan Agreement.

**SECTION 17. Obligation of Authority; Indemnification.** The obligation of the Authority to make the Loan to the University for the purpose of financing the 2021 Project and the costs incidental to the sale and issuance of the Bonds shall be limited to the amount of moneys available in the Construction Fund created pursuant to the 2021 Series Resolution. No

recourse shall be had by the University for any claims based on the Resolution, the 2021 Series Resolution or this Loan Agreement against any member, officer, counsel, consultant, agent or employee of the Authority. All such recourse shall be only against the Authority. Recourse against such members, officers, counsel, consultants, agents and employees is expressly waived by the University by the execution of this Loan Agreement.

The University agrees to indemnify and hold harmless the Authority, any member, officer, official, employee, counsel, consultant or agent of the Authority, including the Trustee, any purchaser of the Bonds whose name is set forth in the bid form accepted by the Authority providing for the sale of the Bonds by the Authority, and each person, if any, who has the power, directly or indirectly, to direct or cause the direction of the management and policies of each and any purchaser of the Bonds through the ownership of voting securities, by contract or otherwise (collectively, the "*Indemnified Parties*"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by any untrue or misleading statement or alleged untrue or misleading statement of a material fact contained in the official statement relating to the offer and sale of the Bonds (the "*Official Statement*") or caused by any omission or alleged omission from the Official Statement of any material fact required to be stated therein or necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading, but only if and insofar as such losses, claims, damages, liabilities or expenses are caused by any such untrue or misleading statement or alleged untrue or misleading statement contained in the Official Statement or such omission or alleged omission from the Official Statement with respect to information contained in the Official Statement furnished by, or on behalf of, or relating to, the University or the 2021 Project. In case any action shall be brought against the Indemnified Parties based upon the Official Statement and in respect of which indemnity may be sought against the University, the Indemnified Parties shall promptly notify the University in writing. However, failure on the part of the Authority to give such notification shall not relieve the University from its obligation under this Section 17 to the Authority. For any Indemnified Party other than the Authority, to the extent the University suffers actual prejudice as a result of any such failure to give such notification, such failure shall relieve the University from its indemnification obligation under this Section 17 to the extent of such prejudice or loss. Upon receipt of such notification, the University 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 Indemnified Parties. 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 University or unless by reason of conflict of interest (determined by the written opinion of counsel to any Indemnified Party) it is advisable for such Indemnified Party to be represented by separate counsel, in which case the fees and expenses of such separate counsel shall be borne by the University. The University 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 University or if there be a final judgment for the plaintiff in any such action with or without written consent, the University 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 Section 17 shall require or obligate the University to indemnify or hold harmless the Indemnified Parties from or against any loss, claim, damage, liability or expense caused by any gross

negligence or intentional misconduct on the part of the Indemnified Parties in connection with the offer or sale of the Bonds.

The University releases the Authority and the Trustee from and agrees that the Authority and the Trustee shall not be liable for, and agrees to indemnify and hold the Authority and the Trustee harmless from, any liability for, or expense (including, but not limited to, reasonable attorneys' fees) resulting from, or any loss or damage that may be occasioned by, any cause whatsoever pertaining to the sale, issuance and delivery of the Bonds, or the actions taken or to be taken by the Authority or the Trustee under this Loan Agreement, the Letter of Instruction or the Resolutions, except for the gross negligence or willful misconduct of the Authority or the Trustee. The parties intend that no general obligation or liability or charge against the general credit of the Authority shall occur by reason of making this Loan Agreement, the issuance of the Bonds or performance of any act required of it by this Loan Agreement. Nevertheless, if the Authority shall incur any such pecuniary liability, then in such event the University shall indemnify and hold the Authority harmless by reason thereof, unless such liability results from the gross negligence or willful misconduct of the Authority.

The provisions of this Section 17 shall survive the termination of this Loan Agreement, the payment of the 2021 Bonds and the resignation or removal of the Trustee.

**SECTION 18. Insurance.** The University agrees that, with respect to the 2021 Series B Project Facilities, it shall maintain, with responsible insurers, insurance of the kinds and in the amounts generally carried by institutions of similar size and character. All policies and certificates of insurance shall be open to inspection by the Authority and the Trustee at reasonable times and upon reasonable notice. The University agrees that it will insure such facilities at replacement cost subject only to standard insurance industry exclusion and that it will notify the Authority and the Trustee within thirty (30) days of any deviation from standard insurance industry practice.

**SECTION 19. Termination.** The Authority and the University agree that, upon sixty (60) days' written notice to the Authority, the University shall have the right to terminate this Loan Agreement by paying to the Authority or to the Trustee for the account of the Authority an amount equal to the sum of the following items: (i) the aggregate principal amount of the Outstanding Bonds on the date of such termination; (ii) accrued interest thereon to the date that the Bonds are next redeemable; (iii) redemption premiums, if any, due thereon to the next applicable redemption date, all in accordance with the provisions of the Bonds, the Resolution and the 2021 Series Resolution; and (iv) all other costs of the Authority and the Trustee in connection with such redemption; *provided, however*, that the indemnification provisions set forth in Section 17 hereof shall survive the termination of this Loan Agreement and the resignation or removal of the Trustee.

**SECTION 20. Redemption of Bonds.** The Authority and the University agree that, if at any time the amount on deposit in the Construction Fund and the Debt Service Fund is at least equal to the sum of the following items: (i) the aggregate principal amount of the Bonds then Outstanding; (ii) accrued interest thereon to the date that the Bonds are next redeemable; (iii) redemption premiums, if any, due thereon to the next applicable redemption date, all in accordance with the provisions of the Bonds, the Resolution and the 2021 Series Resolution; and

(iv) all other costs of the Authority and the Trustee in connection with such redemption, the Authority, upon the written request of the University, shall give notice to the Trustee of the Authority's election to redeem all of the Bonds Outstanding.

**SECTION 21. Default; Remedies.** (a) As used herein, the term "*Event of Default*" shall mean:

(1) If payment of any amount due under subparagraphs (a) or (b) of Section 13 of this Loan Agreement is not made when it becomes due and payable and if such amount remains unpaid for a period of two (2) days.

(2) If payment of any amount due under subparagraphs (c) or (d) of Section 13 of this Loan Agreement is not made when it becomes due and payable and if such amount remains unpaid for a period of ten (10) days after receipt of the statement required by Section 13 of this Loan Agreement.

(3) If the University shall:

(A) admit in writing its inability to pay its debts generally as they become due;

(B) file a petition to be adjudicated a voluntary bankrupt in bankruptcy or a petition otherwise to take advantage of any state or federal bankruptcy or insolvency law;

(C) make an assignment for the benefit of its creditors or seek a composition with its creditors; or

(D) consent to the appointment of a receiver of itself, its fees or charges or the whole or any substantial part of the 2021 Series B Project Facilities.

(4) If the University shall, upon an involuntary petition under any section or chapter of the federal bankruptcy laws filed against it, be adjudicated a bankrupt or if a court of competent jurisdiction shall enter an order or decree appointing a trustee or receiver (interim or permanent) or appointing the University a debtor-in-possession, with or without the consent of the University, or approving a petition filed against it seeking reorganization or an arrangement of the University under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof.

(5) If final judgment for the payment of moneys that, in the judgment of the Authority, will adversely affect the rights of the holders of the Bonds shall be rendered against the University and, at any time after thirty (30) days from the entry thereof, (a) such judgment shall not have been discharged or (b) the University shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and shall not have caused, within thirty (30) days, the execution of or levy under such judgment, order, decree or process or the enforcement thereof to have been stayed pending determination of such appeal.

(6) If the University defaults in the due and punctual performance of any other covenant in this Loan Agreement and such default continues for thirty (30) days after written notice requiring the same to be remedied shall have been given by the Authority or the Trustee.

(b) The Authority agrees that it shall notify the Trustee of the occurrence of an Event of Default hereunder. The Authority and the University agree that, upon the occurrence of an Event of Default, the Authority may, by notice in writing to the University, declare all, including future, payments under this Loan Agreement to be immediately due and payable. At the expiration of ten (10) days from the giving of such notice of such declaration, such payments shall become and be immediately due and payable, anything in this Loan Agreement to the contrary notwithstanding. At any time after such payments shall have been so declared to be due and payable and before the entry of a final judgment or decree in any suit, action or proceeding instituted on account of such default or before the completion of the enforcement of any other remedies under this Loan Agreement, the Authority may annul such declaration and its consequences if moneys shall have accumulated in any fund created or held under the Resolution or the 2021 Series Resolution sufficient to pay all arrears of such payments under this Loan Agreement, other than payments due only because of such declaration. No such annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

(c) The Authority and the University further agree that, upon the occurrence of an Event of Default, the Authority may exercise, with respect to any amount in any fund under the Resolution, all of the rights of a secured party under the New Jersey Uniform Commercial Code.

**SECTION 22. Agreement Non-Exclusive.** All rights and remedies herein given or granted to the Authority are cumulative, non-exclusive 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 23. Contracts or Agreements of University.** The University agrees that it shall not enter into any contracts or agreements or perform any acts or request the Authority to enter into any contracts or agreements or perform any acts that may materially

adversely affect any of the assurances or rights of the Authority or the Bondholders hereunder, under the Resolution or under the 2021 Series Resolution.

**SECTION 24. Tax-Exempt Status.** The University affirmatively represents and warrants that, as of the date of this Loan Agreement: (i) it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "*Code*"), or corresponding provisions of prior law; (ii) it has received a letter from the Internal Revenue Service to that effect; (iii) such letter has not been modified, limited or revoked; (iv) it is in compliance with all of the terms, conditions and limitations, if any, contained in such letter; (v) the facts and circumstances that form the basis of such letter as represented to the Internal Revenue Service continue substantially to exist; and (vi) it is an organization exempt from federal income taxes under Section 501(a) of the Code.

The University affirmatively represents and warrants that, as of the date hereof, it is an organization (i) organized and operated exclusively for educational purposes; (ii) organized and operated not for pecuniary profit; and (iii) no part of the net earnings of which inures to the benefit of any person, private stockholder or individual, all within the meaning of the Securities Act of 1933, as amended, and within the meaning of the Code. The University agrees that it shall not perform any act nor enter into any agreement that shall change its organization or operations as set forth in items (i), (ii) and (iii) of this paragraph.

**SECTION 25. Tax Covenants.** (a) The University covenants that:

(1) it will maintain its status as an organization described in Section 501(c)(3) of the Code that is exempt from federal income taxation under Section 501(a) of the Code, or corresponding provisions of future federal income tax laws, and it will use the proceeds of the Bonds exclusively with respect to facilities used in activities forming a part of the basis of such exemption and for costs and expenses necessary and incidental to such activities;

(2) it shall not perform any acts nor enter into any agreements that shall cause any revocation or adverse modification of such federal income tax status of the University;

(3) it shall not carry on or permit to be carried on in the 2021 Series B Project Facilities or permit any such facility to be used in or for any trade or business the conduct of which is not substantially related (aside from the need of the University for income or funds or the use it makes of the profits derived) to the exercise or performance by the University of the purposes or functions constituting the basis for its exemption under Section 501 of the Code, if such use of any such facility would cause interest on the Bonds to be included in gross income for purposes of federal income taxation;

(4) neither it nor any person or related persons (within the meaning of Treasury Regulations §1.150-1(b)) shall purchase bonds of the Authority that finance the program in an amount related to the amount of the Loan;

(5) it will not use any portion of the proceeds of the Bonds for the refinancing, acquisition, construction, improving or equipping of facilities for use in sectarian worship, sectarian instruction or other sectarian purposes or for other costs and expenses or activities of a sectarian character incident to any of the foregoing;

(6) it will comply with the requirements of the Code applicable to the Bonds in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, and it will not take any action or fail to take any action that would cause the loss of such exclusion;

(7) the proceeds of the Bonds, the earnings thereon and any other moneys on deposit in any fund or account maintained in respect of the Bonds (whether such moneys were derived from the proceeds of the sale of the Bonds or from other sources) will not be used by it in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and the regulations promulgated thereunder, as the same may from time to time be amended;

(8) it will create and maintain records that, in the judgment of the Authority, are sufficient to determine the compliance of the Bonds with the requirements of Sections 145 and 147 of the Code, including, but not limited to, (i) the allocation and use of the proceeds of the Bonds and any debt refinanced with proceeds of the Bonds and (ii) the ownership and use of all of the property financed or refinanced with proceeds of the Bonds and any debt refinanced with proceeds of the Bonds, as such records are further described in the University Tax Certificate with respect to the Bonds;

(9) it will not take any action nor cause any action to be taken that would cause the Bonds to be "federally guaranteed" as defined in Section 149(b) of the Code;

(10) all representations made in the University Tax Certificate are true and correct and fully and accurately represent the facts as known to the University. The University agrees to comply with all of the covenants and requirements set forth in the University Tax Certificate. All of the representations and warranties of the University contained in the University Tax Certificate (i) are incorporated herein by reference with the same force and effect as if set forth in full herein and (ii) shall survive the discharge and satisfaction of the Bonds and the term of this Loan Agreement; and

(11) notwithstanding any other provision of the Resolution, the 2021 Series Resolution or this Loan Agreement to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bonds from gross income under Section 103 of the Code, the covenants contained in subparagraphs (a)(1) through (a)(9) of this Section 25 shall survive the discharge and satisfaction of the Bonds and the term of this Loan Agreement.

(b) The University has adopted and implemented, or will adopt and implement, written tax compliance procedures to assure the compliance with the tax covenants contained in this Section 25 and in the University Tax Certificate (collectively, the "*Tax Covenants*") sufficient to (i) monitor the requirements of Section 148 of the Code and (ii) ensure that all nonqualified bonds are remediated in accordance with the requirements of the Code and the regulations thereunder.

(c) Post-Issuance Tax Compliance and Reporting.

(1) The University shall follow its tax compliance procedures adopted pursuant to Section 25(b) hereof in order to satisfy its Tax Covenants.

(2) At the time of filing its annual certification required pursuant to Section 26(b) hereof, the University will file with the Authority a certification to the effect that it is in compliance with its Tax Covenants in a form to be provided by the Authority.

(3) The University shall give written notice to the Authority and the Trustee as soon as practicable after it has made a determination that a change in law or fact, or the interpretation thereof, or after the occurrence or recognition of a fact, circumstance or situation that causes or could cause the loss of the exclusion from gross income provided under Section 103(a) of the Code for interest on the Bonds.

(4) If pursuant to the University's procedures the University determines that a remedial action must be taken to cure a violation of a Tax Covenant, the University will promptly notify the Authority and the Trustee as to the action to be taken.

(5) In the event the Authority becomes aware of a possible violation of a Tax Covenant, the Authority shall have the right, upon notice to the University, to conduct its own investigation and, at the sole cost of expense of the University, to retain Bond Counsel to determine any and all actions required to remediate such violation.

(d) The University acknowledges that the Authority shall calculate or cause to be calculated rebatable arbitrage at the times and in the manner set forth in the University Tax Certificate and shall pay or direct in writing the Trustee to pay (but only from amounts received from the University under this Loan Agreement) the amount to be paid to the United States of America pursuant to Section 148 of the Code from the Rebate Fund in the percentage, at the times and in the manner set forth in the University Tax Certificate.

**SECTION 26. Reports and Records Furnished by University.** (a) The University shall, if and when reasonably requested by the Authority, render reports to the Trustee and the Authority concerning the 2021 Project and the condition of the University. The University also shall furnish annually to the Trustee, the Authority and such other parties as the Authority may designate copies of its audited financial statements, such other reports and such other information, as soon as practicable, as may be reasonably requested by the Authority. The

Trustee shall not be required to review or verify the accuracy of such audited financial statements.

(b) The University shall, if and when reasonably requested by the Authority, deliver to the Authority any records required by Section 25(a)(8) of this Loan Agreement and the University Tax Certificate. The University also shall furnish annually to the Authority a certification to the effect that the University has retained such records. The University will retain all such records until three years after the last scheduled maturity date of the Bonds or, in the event the Bonds are retired early, three years after the final retirement of the Bonds.

(c) The University acknowledges that the Authority shall have the right at any time, and in the sole and absolute discretion of the Authority, to redetermine the particular records required under Section 25(a)(8) of this Loan Agreement. The University also acknowledges that if, in the judgment of the Authority, the records retained by the University are insufficient, the Authority shall have the right to obtain from the University all information necessary to construct the records necessary to demonstrate compliance with Sections 145 and 147 of the Code. Additionally, the Authority may, with reasonable cause, retain counsel to construct or review such records. The University hereby agrees to be bound by any such records or review, absent manifest error, and to pay the reasonable expenses of the Authority and the reasonable fees and expenses of counsel retained by the Authority.

**SECTION 27. Continuing Disclosure.** The University covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Loan Agreement, failure of the University to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default under Section 21 hereof; *however*, the Trustee may (and at the request of any Participating Underwriter (as defined in the Continuing Disclosure Agreement) or the holders of at least twenty-five percent (25%) in aggregate principal amount of the Bonds Outstanding, the Trustee shall, subject to the provisions of Section 6.02 of the Resolution) or any holder of the Bonds may take such actions as may be deemed necessary or appropriate, including seeking mandate or specific performance by court order, to cause the University to comply with its obligations under this Section 27.

**SECTION 28. Maintenance.** The University shall, at its own expense, hold, operate and maintain the 2021 Series B Project Facilities and its equipment in a careful and prudent manner, and keep any such 2021 Series B Project Facilities and its equipment in a good, clean and orderly fashion.

**SECTION 29. Taxes.** The University shall pay when due, at its own expense, all taxes, assessments, water and sewer charges and other impositions thereon, if any (except income taxes of the University, if any), that may be levied or assessed upon the 2021 Series B Project Facilities and all ordinary costs of operating, maintaining, repairing and replacing any such facility and its equipment. The University shall file exemption certificates as required by law. The University agrees to exhibit to the Authority, within ten (10) days after demand, certificates or receipts issued by the appropriate agency or taxing authority showing full payment of all such impositions; *provided, however*, the good faith contest of such impositions and

deposit with the Authority of the full amount of such impositions shall be deemed to be complete compliance with this requirement.

**SECTION 30. Compliance with Applicable Law.** In connection with the operation, maintenance, repair and replacement of the 2021 Series B Project Facilities, the University shall comply with all applicable ordinances and laws of the United States of America, the State of New Jersey and the municipality in which any such facility or any part thereof is located.

In connection with the 2021 Project, the University hereby acknowledges that the provisions of N.J.S.A. 18A:72A-5.1 to -5.4 relating to payment of the prevailing wage rate determined by the Commissioner of Labor and Workforce Development pursuant to the Prevailing Wage Act (N.J.S.A. 34:11-56.25 *et seq.*) apply to construction and rehabilitation undertaken in connection with the Authority's assistance in financing the 2021 Project and covenants to comply with such provisions in connection with the construction of the 2021 Project.

In accordance with P.L. 2005, c. 92, the University covenants and agrees that all services performed under this Loan Agreement by the University shall be performed within the United States of America.

**SECTION 31. Notice.** All notices required to be given or authorized to be given by either party pursuant to this Loan Agreement shall be in writing and shall be sent by registered or certified mail to the main office of the other party; in the case of the Authority, addressed to it at its office in Princeton, New Jersey, and in the case of the University, addressed to it in Princeton, New Jersey. All notices required to be given or authorized to be given to the Trustee by either party pursuant to this Loan Agreement shall be in writing and shall be sent by registered or certified mail to the principal corporate trust office of the Trustee at the address of such principal corporate trust office.

**SECTION 32. Section Headings.** All headings preceding the text of the several sections hereof, and any table of contents appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Loan Agreement nor affect its meaning, construction or effect.

**SECTION 33. Execution of Counterparts.** This Loan 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. The parties hereto acknowledge and agree that this Loan Agreement and any related documents, and any amendments or waivers hereto or thereto, may be executed and delivered by facsimile, electronic copies in portable document format ("*PDF*") or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means or by any digital or electronic signature process or program, and that any signature so delivered shall be treated as and have the same force and effect as an original signature, and copies of the same may be used and introduced as evidence at any legal proceedings relating to or arising under this Loan Agreement. The parties hereto (a) explicitly consent to the delivery by

electronic means of this Loan Agreement, (b) agree that their present intent to be bound by this Loan Agreement may be evidenced by transmission of digital images of signed signature pages via electronic means, and (c) affirm that such transmission indicates a present intent to be bound by the terms of this Loan Agreement and is deemed to be valid execution and delivery as though an original ink or electronic signature. An electronic image of this Loan Agreement (including signature pages) shall be as effective as an original for all purposes.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Loan 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**

**ATTEST:**

By: \_\_\_\_\_  
**Steven P. Nelson**  
**Assistant Secretary**

**THE TRUSTEES OF PRINCETON  
UNIVERSITY**

By: \_\_\_\_\_  
**James S. Matteo**  
**Vice President for Finance  
and Treasurer**

**ATTEST:**

By: \_\_\_\_\_  
**Hilary Parker**  
**Vice President and Secretary**

**PRELIMINARY OFFICIAL STATEMENT DATED MARCH \_\_, 2021**

**NEW ISSUE – BOOK-ENTRY-ONLY**

**RATINGS: Moody's: Aaa  
S&P: AAA**

*In the opinion of McManimon, Scotland & Baumann, LLC, Bond Counsel, assuming compliance by the Authority and the University (as each term is defined herein) with certain tax covenants described herein, under existing law, interest on the 2021 Bonds (as defined herein) is excluded from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the 2021 Bonds is not an item of tax preference under Section 57 of the Code for purposes of computing alternative minimum tax. Based upon existing law, interest on the 2021 Bonds and any gain on the sale thereof are not included in gross income under the New Jersey Gross Income Tax Act. See "TAX MATTERS" herein.*

[NJEFA LOGO] **NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY** [PRINCETON LOGO]

**§[Series B Par]\* Princeton University Revenue Bonds, 2021 Series B**

**§[Series C Par]\* Princeton University Revenue Refunding Bonds, 2021 Series C**

Dated: Date of Delivery

Due: March 1, as shown on the inside cover hereof

The New Jersey Educational Facilities Authority Princeton University Revenue Bonds, 2021 Series B (the "2021 Series B Bonds") and Princeton University Revenue Refunding Bonds, 2021 Series C (the "2021 Series C Bonds"; and collectively with the 2021 Series B Bonds, the "2021 Bonds") will be issued by the New Jersey Educational Facilities Authority (the "Authority") as fully-registered bonds by means of a book-entry system evidencing ownership and transfer thereof on the records of The Depository Trust Company, New York, New York ("DTC"), and its participants. Purchases of the 2021 Bonds will be made in book-entry form in denominations of \$5,000 each or any integral multiple thereof. Purchasers will not receive certificates representing their interest in the 2021 Bonds purchased. So long as DTC or its nominee is the registered owner of the 2021 Bonds, payments of the principal of and redemption premium, if any, and interest on the 2021 Bonds will be made directly to DTC. Disbursement of such payments to the Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners of the 2021 Bonds is the responsibility of the Direct Participants and the Indirect Participants. See "DESCRIPTION OF THE 2021 BONDS – Book-Entry-Only System" herein. The Bank of New York Mellon, Woodland Park, New Jersey, shall act as Trustee, Bond Registrar and Paying Agent for the 2021 Bonds. The 2021 Bonds are subject to optional redemption prior to maturity, as more fully described herein.

The 2021 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, the Princeton University Revenue Bond Resolution adopted by the Authority on February 16, 1999, as heretofore amended and supplemented (collectively, the "General Resolution"), and as further amended and supplemented by the 2021 Series B and 2021 Series C Series Resolution adopted by the Authority on February 23, 2021 (the "2021 Series Resolution"; and together with the General Resolution, the "Resolution"). The 2021 Bonds are being issued for the purpose of making a loan to The Trustees of Princeton University (the "University") to (i) finance (in whole or in part) the costs of the acquisition, construction, renovation and installation of certain capital assets to be located at or near the University's main campus in Princeton, New Jersey, at its Forrestal Campus in Plainsboro, New Jersey, at its administrative building at 701 Carnegie Center in West Windsor, New Jersey, or at its lake campus in West Windsor, New Jersey, consisting of (A) the renovation and repair of various University buildings and other facilities, including utility systems, roads, grounds and parking, (B) the purchase of capital equipment for academic departments and administrative and supporting units, (C) the construction of academic, administrative, athletic, housing and/or student/faculty/staff-related capital facilities and utility/infrastructure-related assets, and (D) the acquisition of land; (ii) refund all or a portion of the Authority's Princeton University Commercial Paper Notes, Series 2018A and Series 2020A (Tax-Exempt); (iii) refund a portion of The Trustees of Princeton University Taxable

Commercial Paper Notes ((i), (ii) and (iii) are collectively referred to as the "2021 Series B Project"); (iv) finance the current refunding and defeasance of all or a portion of the Authority's outstanding Princeton University Revenue Bonds, 2011 Series B (the "*Bonds to be Refunded*"); such refunding of the Bonds to be Refunded and the financing of the 2021 Series B Project are collectively referred to herein as the "*2021 Project*"); and (v) pay certain costs incidental to the sale and issuance of the 2021 Bonds, including deposits to certain funds created under the General Resolution and the 2021 Series Resolution. See "INTRODUCTORY STATEMENT – Purpose" and "INTRODUCTORY STATEMENT – 2021 Series B Project Facilities" herein. The Authority and the University will enter into a Loan Agreement, dated as of April 1, 2021, with respect to such loan.

**THE 2021 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 RESOLUTION), OR A PLEDGE OF THE FAITH AND CREDIT OR 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 RESOLUTION). THE AUTHORITY HAS NO TAXING POWER. SEE "SECURITY FOR 2021 BONDS" HEREIN FOR A DESCRIPTION OF THE SECURITY FOR THE 2021 BONDS AND THE OTHER PARITY BONDS OUTSTANDING UNDER THE GENERAL RESOLUTION.**

**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 of all factors relevant to an investment in the 2021 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 2021 Bonds, investors must read the entire Official Statement, including, without limitation, Appendix A and Appendix B, to obtain information essential to the making of an informed investment decision on the 2021 Bonds.**

The 2021 Bonds are offered when, as and if issued by the Authority and received by the successful bidders, subject 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 University by Ballard Spahr LLP, Philadelphia, Pennsylvania, and by Ramona E. Romero, Esq., General Counsel to the University. The 2021 Bonds are expected to be available for delivery through the facilities of DTC on or about April \_\_, 2021.

**BIDS FOR THE 2021 SERIES B BONDS WILL BE RECEIVED ON MARCH \_\_, 2021, EITHER (A) ELECTRONICALLY VIA PARITY IN THE MANNER DESCRIBED IN THE OFFICIAL NOTICE OF SALE FOR THE 2021 SERIES B BONDS AND/OR (B) VIA HAND DELIVERY, UNTIL 11:00 AM, NEW JERSEY TIME, AT THE AUTHORITY'S OFFICES LOCATED AT 103 COLLEGE ROAD EAST, PRINCETON, NEW JERSEY.**

**BIDS FOR THE 2021 SERIES C BONDS WILL BE RECEIVED ON MARCH \_\_, 2021, EITHER (A) ELECTRONICALLY VIA PARITY IN THE MANNER DESCRIBED IN THE OFFICIAL NOTICE OF SALE FOR THE 2021 SERIES C BONDS AND/OR (B) VIA HAND DELIVERY, UNTIL 10:00 AM, NEW JERSEY TIME, AT THE AUTHORITY'S OFFICES LOCATED AT 103 COLLEGE ROAD EAST, PRINCETON, NEW JERSEY.**

Dated: March \_\_, 2021

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\*Preliminary; subject to adjustment in accordance with the Official Notices of Sale.

(Red herring – for left margin)

This is a Preliminary Official Statement and the information contained herein is subject to completion and amendment in a final Official Statement. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the securities offered hereby, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of any such jurisdiction.

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**\$(Series B Par)\* Princeton University Revenue Bonds, 2021 Series B**

<u>Due March 1</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2040			
2041			
2042			
2043			
2045			
2046			
2047			
2048			
2049			
2050			
2051			

**\$(Series C Par)\* Princeton University Revenue Refunding Bonds, 2021 Series C**

<u>Due March 1</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			

\*Preliminary; subject to adjustment in accordance with the Official Notices of Sale.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, 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 2021 BONDS IS MADE ONLY BY MEANS OF THIS ENTIRE OFFICIAL STATEMENT.

The purchase of the 2021 Bonds involves certain investment risks. Accordingly, each prospective purchaser of the 2021 Bonds should make an independent evaluation of the entirety of the information presented in this Official Statement, including its Appendices, to obtain information essential to the making of an informed investment decision in the 2021 Bonds.

The information contained herein relating to the New Jersey Educational Facilities Authority (the "*Authority*") under the headings "THE AUTHORITY" and "LITIGATION – The Authority" has been obtained from the Authority. Certain information contained herein has been obtained from The Trustees of Princeton University (the "*University*") and other sources that 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 Authority has not reviewed or approved any information in this Official Statement, except for the information under the headings "THE AUTHORITY" and "LITIGATION – The Authority", and the Authority does not represent that any such statements are accurate or complete for purposes of investors making an investment decision with respect to the 2021 Bonds.

The University, in Appendix A, has provided general information relating to the University 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 University. This information should be read in conjunction with the audited financial statements and the related notes that are included as Appendix B to this Official Statement.

No dealer, broker, salesperson or other person has been authorized by the Authority or the University to give any information or to make any representations with respect to the 2021 Bonds other than those contained in this Official Statement, 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 Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of, the 2021 Bonds by any person in any such jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

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 University since the date hereof.

The information set forth herein relative to The Depository Trust Company, New York, New York ("*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 not been independently verified by the Authority or the University, and neither the Authority nor the University makes any representation as to the accuracy or completeness of such information.

The 2021 Bonds have not been registered under the Securities Act of 1933, as amended, and the Resolution (as hereinafter defined) has not 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 2021 Bonds and the security therefor, including an analysis of the risk involved. The 2021 Bonds have not been recommended by any federal or state securities commission or regulatory authority. The registration, qualification or exemption of the 2021 Bonds in accordance with applicable provisions of securities laws of the various jurisdictions in

which the 2021 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 2021 Bonds or the adequacy, accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

References in this Official Statement to statutes, laws, rules, regulations, resolutions (including the Resolution), agreements (including the Loan Agreement and the Continuing Disclosure Agreement) (as each such term is hereinafter defined), 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 Official Statement is submitted in connection with the sale of the 2021 Bonds referred to herein and may not be reproduced or used, in the whole or in part, for any other purpose.

If and when included in this Official Statement, the words "expects", "forecasts", "projects", "intends", "anticipates", "estimates", "will" and analogous expressions are intended to identify forward-looking statements. Any such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. Such risks and uncertainties include, among others, general economic and business conditions, changes in political, social and economic conditions, regulatory initiatives and compliance, governmental regulations, litigation and various other events, conditions and circumstances many of which are beyond the control of the Authority and the University. These forward-looking statements speak only as of the date of this Official Statement. The Authority and the University disclaim any obligation or agreement to release publicly any update or revision to any forward-looking statement contained herein to reflect any change in the Authority's or the University's expectation with regard thereto to any change in events, conditions or circumstances on which any such statement is based.

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**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
103 COLLEGE ROAD EAST  
PRINCETON, NEW JERSEY 08540-6612**

**OFFICIAL STATEMENT  
RELATING TO**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**§[Series B Par]\*  
PRINCETON UNIVERSITY REVENUE BONDS, 2021 SERIES B**

**§[Series C Par]\*  
PRINCETON UNIVERSITY REVENUE REFUNDING BONDS, 2021 SERIES C**

**INTRODUCTORY STATEMENT**

**General**

The purpose of this Official Statement, which includes the cover page, the inside cover page and the Appendices hereto, is to furnish information concerning the New Jersey Educational Facilities Authority (the "*Authority*") and its §[Series B Par]\* Princeton University Revenue Bonds, 2021 Series B (the "*2021 Series B Bonds*") and its §[Series C Par]\* Princeton University Revenue Refunding Bonds, 2021 Series C (the "*2021 Series C Bonds*"; and collectively with the 2021 Series B Bonds, the "*2021 Bonds*"), to be dated the date of issuance thereof, authorized by the Princeton University Revenue Bond Resolution adopted by the Authority on February 16, 1999, as heretofore amended and supplemented (collectively, the "*General Resolution*"), and as further amended and supplemented by the 2021 Series B and 2021 Series C Series Resolution adopted by the Authority on February 23, 2021 (the "*2021 Series Resolution*"; and together with the General Resolution, the "*Resolution*"). Capitalized terms used but not defined in this Official Statement shall have the respective meanings assigned to such terms in the Resolution. The information contained in this Official Statement has been prepared under the direction of the Authority for use in connection with the sale and delivery of the 2021 Bonds.

**Authority for Issuance**

The 2021 Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law, constituting 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 Act, among other things, empowers the Authority to issue its bonds, notes and other obligations to obtain funds to finance an eligible project as such may be required or convenient for the purpose of a public or private participating institution of higher education, such as The Trustees of Princeton University, a New Jersey corporation and a privately endowed, non-sectarian institution for higher education situated in Princeton, Mercer County, New Jersey (the "*University*"). For information concerning the University, see "APPENDIX A – PRINCETON UNIVERSITY" and "APPENDIX B – REPORT OF THE TREASURER" hereto.

**Purpose**

The 2021 Bonds are being issued to provide funds to be loaned to the University to: (i) finance (in whole or in part) the costs of the acquisition, construction, renovation and installation of certain capital assets to be located at or near the University's main campus in Princeton, New Jersey, at its Forrestal Campus in Plainsboro, New Jersey, at its administrative building at 701 Carnegie Center in West Windsor, New Jersey, or at its lake campus in West Windsor, New Jersey, consisting of (A) the renovation and repair of various University buildings and other facilities,

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\* Preliminary, subject to adjustment in accordance with the Official Notices of Sale.

including utility systems, roads, grounds and parking, (B) the purchase of capital equipment for academic departments and administrative and supporting units, (C) the construction of academic, administrative, athletic, housing and/or student/faculty/staff-related capital facilities and utility/infrastructure-related assets, and (D) the acquisition of land (collectively, the "2021 Series B Project Facilities"); (ii) refund all or a portion of the Authority's Princeton University Commercial Paper Notes, Series 2018A and Series 2020A (Tax-Exempt); (iii) refund a portion of The Trustees of Princeton University Taxable Commercial Paper Notes ((i), (ii) and (iii) are collectively referred to as the "2021 Series B Project"); (iv) finance the current refunding and defeasance of all or a portion of the Authority's outstanding Princeton University Revenue Bonds, 2011 Series B (the "*Bonds to be Refunded*"; such refunding of the Bonds to be Refunded and the financing of the 2021 Series B Project are collectively referred to herein as the "2021 Project"); and (v) pay certain costs incidental to the sale and issuance of the 2021 Bonds, including deposits to certain funds created under the General Resolution and the 2021 Series Resolution.

## **Security**

The 2021 Bonds will be issued on a parity with the Authority's outstanding Princeton University Revenue Bonds, 2011 Series B, 2014 Series A, 2015 Series A, 2015 Series D, 2016 Series A, 2016 Series B, 2017 Series B, 2017 Series C, and 2017 Series I, heretofore issued under the General Resolution to finance certain facilities of the University and that will remain outstanding after the issuance of the 2021 Bonds (the "*Outstanding Parity Bonds*") and any additional parity bonds that may hereafter be issued under the General Resolution (the "*Additional Parity Bonds*"). The 2021 Bonds are secured by a pledge of the revenues (the "*Revenues*") derived by the Authority pursuant to a Loan Agreement to be dated as of April 1, 2021 (the "*Loan Agreement*"), by and between the Authority and the University relating to the 2021 Project, pursuant to loan agreements relating to the facilities financed by the Outstanding Parity Bonds (the "*Prior Loan Agreements*") and pursuant to any subsequent loan agreements relating to any approved facility that the Authority may finance in the future.

Pursuant to the Loan Agreement, the Prior Loan Agreements and any subsequent loan agreements relating to any approved facility, the University agrees to make loan repayments to the Authority equal to all sums necessary for the payment of the debt service on the 2021 Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds, and the full faith and credit of the University is pledged to the payments required to be made thereunder. See "SECURITY FOR 2021 BONDS" herein.

THE 2021 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 RESOLUTION), OR A PLEDGE OF THE FAITH AND CREDIT OR 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 RESOLUTION). THE AUTHORITY HAS NO TAXING POWER. SEE "SECURITY FOR 2021 BONDS" HEREIN FOR A DESCRIPTION OF THE SECURITY FOR THE 2021 BONDS AND THE OTHER PARITY BONDS OUTSTANDING UNDER THE GENERAL RESOLUTION.

## **2021 Series B Project Facilities**

The 2021 Series B Project Facilities consists of the following primary components: (i) the major maintenance of various University buildings and other facilities, including utility systems, roads and grounds; (ii) the renovations of several buildings for extensive reconstruction; and (iii) the undertaking of several new construction projects, and may include the acquisition of land. Some of the components of the 2021 Series B Project Facilities include, without limitation, Fisher Hall, Fine Hall, the Firestone Library, the East Campus Garage, the West Campus Energy Plant and new residential colleges.

## 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.

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 and their business affiliations 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 Brian Bridges, Ph.D., Acting 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, 2020, the Authority has heretofore authorized and issued its obligations in a total outstanding amount of \$4,820,581,076 to finance and refinance eligible projects at certain of the participating public and private colleges and universities and public libraries located in the State.

The Authority has never defaulted in the 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 New Jersey Commission on Higher Education (the "*Commission*") has been abolished, and the responsibilities, duties and authorities of the 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 Commission served as the principal advocate for an integrated system of higher education that 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 Sciences Education 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, twelve (12) proprietary institutions with degree-granting authority and one (1) independent three-year college.

## **DESCRIPTION OF THE 2021 BONDS**

### **General**

The 2021 Bonds will be issued in the aggregate principal amount of \$ \_\_\_\_, \_\_\_\_,000\*. The 2021 Series B Bonds will be issued in the aggregate principal amount of \$[Series B Par]\*. The 2021 Series C Bonds will be issued in the aggregate principal amount of \$[Series C Par]\*. The 2021 Bonds will be initially dated and bear interest from the date of issuance thereof at the rates per annum and will mature on March 1 in the years and in the principal amounts shown on the inside front cover page of this Official Statement.

The 2021 Bonds will be issued in fully-registered form, without coupons, in denominations of \$5,000 each or any integral multiple thereof, all in accordance with the Resolution. Interest on the 2021 Bonds will be payable initially on September 1, 2021 and semiannually thereafter on each March 1 and September 1 until maturity or earlier redemption. Interest on the 2021 Bonds will be credited to the participants of DTC (as hereinafter defined) as listed on the records of DTC as of each February 15 and August 15 (the "*Record Dates*").

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\* Preliminary, subject to adjustment in accordance with the Official Notices of Sale.

## **Book-Entry-Only System**

The Depository Trust Company, New York, New York ("*DTC*"), will act as securities depository for the 2021 Bonds. The 2021 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 2021 Bond certificate will be issued for each stated series and maturity of the 2021 Bonds in the principal amounts shown on the inside front cover page of this Official Statement, and will be deposited with DTC.

DTC, the world's largest 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 ("*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 ("*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](http://www.dtcc.com).

Purchases of the 2021 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2021 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2021 Bond ("*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 2021 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 the 2021 Bonds, except in the event that use of the book-entry system for the 2021 Bonds is discontinued.

To facilitate subsequent transfers, all 2021 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 2021 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2021 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such 2021 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. Beneficial Owners of the 2021 Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the 2021 Bonds, such as redemptions, defaults and proposed amendments to the security documents. For example, Beneficial Owners of the 2021 Bonds may wish to ascertain that the nominee holding the 2021 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2021 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 2021 Bonds unless authorized by a Direct Participant in accordance with DTC's 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 2021 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 2021 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 the 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 (nor its nominee), the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to 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 the 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 2021 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.

## **Redemption Provisions**

*Optional Redemption.* The 2021 Bonds maturing on or before March 1, 20\_\_ are not subject to optional redemption prior to their stated maturities. The 2021 Bonds maturing on or after March 1, 20\_\_ are subject to redemption prior to their stated maturities on or after March 1, 20\_\_ at the option of the Authority upon the consent of the University or by operation of the Redemption Fund, as a whole or in part at any time (if less than all of the Outstanding 2021 Bonds of any maturity shall be called for redemption, such 2021 Bonds to be so redeemed shall be selected by the Trustee by lot or in any customary manner of selection as determined by the Trustee), at a Redemption Price equal to 100% of the principal amount to be redeemed, plus interest accrued to the redemption date.

Redemption of any of the 2021 Bonds shall otherwise be effected in accordance with the General Resolution.

## **Notice of Redemption**

Notice of redemption will be mailed by the Trustee to DTC, as the registered owner of the 2021 Bonds, and such mailing shall be a condition precedent to such redemption; *provided, however*, that the failure of any holder to receive any such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of any 2021 Bonds. If less than all of the 2021 Bonds of one maturity shall be called for redemption, the Trustee, at the direction of the Authority, shall notify DTC not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption of the particular amount of such maturity to be redeemed. DTC shall determine the amount of each Participant's interest in such maturity to be called for redemption, and each Participant shall then select the ownership interest in such maturity to be redeemed. At such time as DTC or its nominee is not the registered owner of the 2021 Bonds, the transfer provisions and notice of redemption provisions applicable to the 2021 Bonds will be adjusted pursuant to the Resolution. Any notice of optional redemption of any 2021 Bonds 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 2021 Bonds or portions thereof that are to be redeemed on that date.

## **Negotiable Instruments**

The 2021 Bonds will be fully negotiable within the meaning of the Uniform Commercial Code of the State, subject only to the provisions for registration contained in the 2021 Bonds.

## **Annual Debt Service Requirements**

The following table sets forth, for each 12-month period ending on June 30, the amounts required for the payment of the principal of and interest on the Outstanding Parity Bonds issued under and pursuant to the General Resolution, the principal of and interest on certain additional long-term debt of the University, the principal of and interest on the 2021 Bonds, and the total of all of such principal and interest. In accordance with the Resolution, the principal and interest requirements relating to the Outstanding Parity Bonds and the 2021 Bonds 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 each next July 1 and for the payment of principal due on each next July 1.

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12 MONTHS ENDING JUNE 30 <sup>1</sup>	GENERAL RESOLUTION <sup>2</sup>	ADDITIONAL LONG-TERM DEBT <sup>3</sup>	2021 BONDS			TOTAL DEBT SERVICE*
			PRINCIPAL	INTEREST	TOTAL	
2021	\$ 148,049,698	\$ 85,005,668	\$	\$	\$	\$
2022	136,869,625	58,818,677				
2023	127,534,125	58,819,227				
2024	124,732,375	58,818,389				
2025	124,273,625	58,819,279				
2026	128,169,125	83,818,729				
2027	139,708,625	58,165,834				
2028	136,392,425	58,165,826				
2029	133,310,075	58,165,347				
2030	83,567,075	58,166,227				
2031	82,645,325	58,165,745				
2032	82,796,975	58,165,996				
2033	82,981,125	58,177,084				
2034	83,069,475	58,176,901				
2035	96,444,925	57,931,150				
2036	56,609,825	57,931,150				
2037	41,740,150	57,931,150				
2038	41,863,050	57,931,150				
2039	21,731,400	557,931,150				
2040	28,403,400	29,431,150				
2041	13,741,400	29,431,150				
2042	13,736,900	199,431,150				
2043	13,740,400	23,698,750				
2044	63,736,600	98,698,750				
2045	61,240,800	20,153,500				
2046	9,242,200	146,318,500				
2047	9,240,400	146,403,689				
2048		155,700,392				
2049		155,770,925				
2050		155,926,836				
Total*	<u>\$2,085,571,123</u>	<u>\$2,820,069,471</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>

<sup>1</sup> With respect to principal and interest payments by the University on the Outstanding Parity Bonds and the 2021 Bonds, the table reflects the amount of principal and interest payments required to be provided by the University to the Trustee during each 12-month period ending on June 30 and includes principal and interest due on July 1 of the following period. With respect to principal and interest on the taxable debt, the table includes payments that are due on July 1 of the following period.

<sup>2</sup> Includes the 2011 Series B Bonds (other than the Bonds to be Refunded), the 2014 Series A Bonds, the 2015 Series A Bonds, the 2015 Series D Bonds, the 2016 Series A Bonds, the 2016 Series B Bonds, the 2017 Series B Bonds, the 2017 Series C Bonds and the 2017 Series I Bonds. For the period ending June 30, 2021, full debt service is shown for the 2011 Series B Bonds, including the Bonds to be Refunded.

<sup>3</sup> Includes the University's portion of the Authority's Capital Improvement Fund Bonds that are not secured by the General Resolution and the Taxable Bonds, 2009 Series A, the 2012 Taxable Notes, the 2013 Taxable Notes, the Taxable Bonds, 2016 Series A, and the Taxable Bonds, 2020 Series A, issued directly by the University. Does not include other third-party debt. See "APPENDIX A – PRINCETON UNIVERSITY – Third-Party Debt" herein for additional information regarding the outstanding indebtedness of the University.

\* Totals may not add due to rounding.

**ESTIMATED SOURCES AND USES OF FUNDS**

The proceeds to be received from the sale of the 2021 Bonds, along with other available moneys of the University, will be applied approximately as follows:

2021 Series B Bonds

<i>Sources:</i>	Principal Amount of 2021 Series B Bonds	\$
	[Net] Original Issue Premium/Discount	
	University Contribution for Costs of Issuance	
	TOTAL SOURCES:	\$

<i>Uses:</i>	Deposit to Construction Fund	\$
	Underwriter's Discount	
	Costs of Issuance Expenses <sup>1</sup>	
	TOTAL USES:	\$

2021 Series C Bonds

<i>Sources:</i>	Principal Amount of 2021 Series C Bonds	\$
	[Net] Original Issue Premium/Discount	
	University Contribution for Costs of Issuance	
	TOTAL SOURCES:	\$

<i>Uses:</i>	Deposit to Redemption Fund	\$
	Underwriter's Discount	
	Costs of Issuance Expenses <sup>1</sup>	
	TOTAL USES:	\$

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<sup>1</sup> Includes fees and expenses of Bond Counsel, the Trustee and other associated issuance costs.

**SECURITY FOR 2021 BONDS**

The 2021 Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds that may hereafter be issued under the General Resolution are special and limited obligations of the Authority payable from the Revenues received by the Authority pursuant to the Loan Agreement, the Prior Loan Agreements and any subsequent loan agreements relating to future facilities to be financed or refinanced by Additional Parity Bonds.

The General Resolution provides, among other things, that (i) the General Resolution shall be deemed to be and shall constitute a contract among the Authority, the Trustee and the owners, from time to time, of the 2021 Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds; (ii) the pledge made and the covenants and agreements set forth to be performed by or on behalf of the Authority shall be for the equal and ratable benefit, protection and security of the owners of all of the 2021 Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds, which, regardless of their times of issue or maturity, shall be of equal rank without preference, priority or distinction of any of the 2021 Bonds, the Outstanding Parity Bonds or any Additional Parity Bonds over any other thereof, except as expressly provided by or permitted under the General Resolution; (iii) the Authority pledges and assigns to the Trustee the Revenues as security for the payment of the 2021 Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds and the interest thereon and as security for the performance of any other obligation

of the Authority under the General Resolution; (iv) the pledge made by the General Resolution is valid and binding from the time when such pledge is made, the Revenues shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such parties have notice thereof; and (v) the 2021 Bonds, the Outstanding Parity Bonds and any Additional Parity Bonds shall be special and limited obligations of the Authority payable from and secured by a pledge of the Revenues as provided in the General Resolution.

**THE 2021 BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE NOT A DEBT OR LIABILITY OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE RESOLUTION), OR 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 SET FORTH IN THE RESOLUTION). THE AUTHORITY HAS NO TAXING POWER.**

The 2021 Bonds are secured by a pledge of the Revenues. The payments of the University required under the Loan Agreement are general, unconditional obligations of the University. The University has pledged its full faith and credit to make such payments pursuant to the Loan Agreement.

#### CONTINUING DISCLOSURE

Pursuant to the requirements of paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the University will enter into an undertaking in the form of a Continuing Disclosure Agreement, substantially in the form included as Appendix D to this Official Statement, in which the University will covenant, for the benefit of the holders of the 2021 Bonds, to provide or cause a dissemination agent to provide certain financial information and operating data and notice of certain enumerated events to the MSRB (as such term is defined in the Continuing Disclosure Agreement). The financial information and operating data to be provided will be consistent with the general information and statistical data set forth in "APPENDIX A – PRINCETON UNIVERSITY" and "APPENDIX B – REPORT OF THE TREASURER" hereto.

The successful bidders' obligation to purchase and accept delivery of the 2021 Bonds is conditioned upon their receiving, at or prior to the delivery of the 2021 Bonds, evidence that the University has made the continuing disclosure undertaking set forth in the Continuing Disclosure Agreement.

A failure by the University to observe, perform or comply with any covenant, condition or agreement on its part to be observed or performed in the Continuing Disclosure Agreement will not constitute an Event of Default under either the Resolution or the Loan Agreement, and the holders of the 2021 Bonds are limited to the remedies set forth in the Continuing Disclosure Agreement.

The Authority and the holders of the 2021 Bonds are recognized under the Continuing Disclosure Agreement as being third-party beneficiaries thereunder and may enforce any such right, remedy or claim conferred, given or granted thereunder in favor of the Trustee or the holders of the 2021 Bonds, as the case may be.

In connection with the issuance of the Outstanding Parity Bonds, the University entered into continuing disclosure undertakings to provide certain financial information, operating data and notices of certain listed events with certain national repositories in accordance with the terms thereof. The continuing disclosure undertakings required the University to timely file, or cause its dissemination agent to file, for each fiscal year its annual audited financial statements and updates of financial and operating data contained in Appendix A of the offering documents for the Outstanding Parity Bonds (collectively, the "annual report"). The University filed all required information in the annual report for each of the past five years; however, the University's annual reports for the fiscal years ended in 2011 and 2012 were each filed approximately two weeks late and the annual report for the fiscal year ended in 2012 was not linked with the Authority's Princeton University Revenue Refunding Bonds, 2003 Series E (the "2003 Series E Bonds"). The 2003 Series E Bonds are no longer outstanding. The University intends to

comply fully with all current and future continuing disclosure undertakings and has implemented internal procedures to ensure that all future filings are completed on a timely basis in accordance with said Rule 15c2-12.

## RATINGS

Moody's Investors Service, Inc. ("*Moody's*") and S&P Global Ratings, acting through Standard & Poor's Financial Services LLC ("*S&P*"), have assigned the 2021 Bonds ratings of "Aaa" and "AAA", respectively. The ratings represent the respective rating agency's evaluation of debt service repayment capacity of the University.

Such ratings reflect the views of Moody's and S&P at the time such ratings were given and the Authority makes no representation as to the appropriateness of the ratings. Any explanation of the significance of the ratings may be obtained from Moody's and S&P. There is no assurance that the ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by Moody's and/or S&P if, in the judgment of Moody's and/or S&P, circumstances so warrant. Any such downward revision, qualification or withdrawal of the ratings can be expected to have an adverse effect on the market price or marketability of the 2021 Bonds.

## TAX MATTERS

### Exclusion of Interest on the 2021 Bonds From Gross Income for Federal Tax Purposes

The Internal Revenue Code of 1986, as amended (the "*Code*"), imposes certain requirements that must be met on a continuing basis subsequent to the issuance of the 2021 Bonds in order to assure that interest on the 2021 Bonds will be excluded from gross income for federal income tax purposes under Section 103 of the Code. Failure of the Authority or the University to comply with such requirements may cause interest on the 2021 Bonds to lose the exclusion from gross income for federal income tax purposes, retroactive to the date of issuance of the 2021 Bonds. The Authority and the University will make certain representations in their Arbitrage and Tax Certificates, which will be executed on the date of issuance of the 2021 Bonds, as to various tax requirements. The Authority and the University have covenanted to comply with the provisions of the Code applicable to the 2021 Bonds and have covenanted not to take any action or fail to take any action that would cause interest on the 2021 Bonds to lose the exclusion from gross income under Section 103 of the Code. Bond Counsel (as defined herein) will rely upon the representations made in the Arbitrage and Tax Certificates and will assume continuing compliance by the Authority and the University with the above covenants in rendering its federal income tax opinions with respect to the exclusion of interest on the 2021 Bonds from gross income for federal income tax purposes and with respect to the treatment of interest on the 2021 Bonds for the purposes of alternative minimum tax.

Assuming the Authority and the University observe their covenants with respect to compliance with the Code, McManimon, Scotland & Baumann, LLC, Bond Counsel to the Authority ("*Bond Counsel*"), is of the opinion that, under existing law, interest on the 2021 Bonds is excluded from gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Code, and interest on the 2021 Bonds is not an item of tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax.

The opinion of Bond Counsel is based on current legal authority and covers certain matters not directly addressed by such authority. It represents Bond Counsel's legal judgment as to exclusion of interest on the 2021 Bonds from gross income for federal income tax purposes but is not a guaranty of that conclusion. The opinion is not binding on the Internal Revenue Service ("*IRS*") or any court. Bond Counsel expresses no opinion about (i) the effect of future changes in the Code and the applicable regulations under the Code or (ii) the interpretation and enforcement of the Code or those regulations by the IRS.

Bond Counsel's engagement with respect to the 2021 Bonds ends with the issuance of the 2021 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority or the owners of the 2021 Bonds regarding the tax status of interest thereon in the event of an audit examination by the IRS. The IRS has a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the 2021 Bonds, under current IRS procedures, the IRS will treat the Authority as the taxpayer and the beneficial owners of the 2021 Bonds will have only limited rights, if any, to obtain and participate in judicial review of such audit. Any action of the IRS, including, but not limited to, selection of the

2021 Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the market value of the 2021 Bonds.

Payments of interest on tax-exempt obligations, including the 2021 Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If a 2021 Bond owner is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

### **Original Issue Discount**

Certain maturities of the 2021 Bonds may be sold at an initial offering price less than the principal amount payable on such 2021 Bonds at maturity (the "*Discount Bonds*"). The difference between the initial public offering price of the Discount Bonds at which a substantial amount of each of the Discount Bonds was sold and the principal amount payable at maturity of each of the Discount Bonds constitutes the original issue discount. Bond Counsel is of the opinion that the appropriate portion of the original issue discount allocable to the original and each subsequent owner of the Discount Bonds will be treated for federal income tax purposes as interest not includable in gross income under Section 103 of the Code to the same extent as stated interest on the Discount Bonds. Under Section 1288 of the Code, the original issue discount on the Discount Bonds accrues on the basis of economic accrual. The basis of an initial purchaser of a Discount Bond acquired at the initial public offering price of the Discount Bonds will be increased by the amount of such accrued discount. Owners of the Discount Bonds should consult their own tax advisors with respect to the determination for federal income tax purposes of the original issue discount properly accruable with respect to the Discount Bonds and the tax accounting treatment of accrued interest.

### **Original Issue Premium**

Certain maturities of the 2021 Bonds may be sold at an initial offering price in excess of the amount payable at the maturity date (the "*Premium Bonds*"). The excess, if any, of the tax basis of the Premium Bonds to a purchaser (other than a purchaser who holds such Premium Bonds as inventory, as stock-in-trade or for sale to customers in the ordinary course of business) over the amount payable at maturity is amortizable bond premium, which is not deductible from gross income for federal income tax purposes. Amortizable bond premium, as it amortizes, will reduce the owner's tax cost of the Premium Bonds used to determine, for federal income tax purposes, the amount of gain or loss upon the sale, redemption at maturity or other disposition of the Premium Bonds. Accordingly, an owner of a Premium Bond may have taxable gain from the disposition of the Premium Bond, even though the Premium Bond is sold, or disposed of, for a price equal to the owner's original cost of acquiring the Premium Bond. Bond premium amortizes over the term of the Premium Bonds under the "constant yield method" described in regulations interpreting Section 1272 of the Code. Owners of the Premium Bonds should consult their own tax advisors with respect to the calculation of the amount of bond premium that will be treated for federal income tax purposes as having amortized for any taxable year (or portion thereof) of the owner and with respect to other federal, state and local tax consequences of owning and disposing of the Premium Bonds.

### **Bank-Qualification**

The 2021 Bonds will not be designated as qualified under Section 265 of the Code by the Authority for an exemption from the denial of deduction for interest paid by financial institutions to purchase or to carry tax-exempt obligations.

The Code denies the interest deduction for certain indebtedness incurred by banks, thrift institutions and other financial institutions to purchase or to carry tax-exempt obligations. The denial to such institutions of 100% of the deduction for interest paid on funds allocable to tax-exempt obligations applies to those tax-exempt obligations acquired by such institutions after August 7, 1986. For certain issues that are eligible to be designated, and that are designated, by the issuer as qualified under Section 265 of the Code, 80% of such interest may be deducted as a business expense by such institutions.

## **Additional Federal Income Tax Consequences of Holding the 2021 Bonds**

Prospective purchasers of the 2021 Bonds should be aware that ownership of, accrual or receipt of interest on or disposition of tax-exempt obligations, such as the 2021 Bonds, may have additional federal income tax consequences for certain taxpayers, including, without limitation, taxpayers eligible for the earned income credit, recipients of certain Social Security and certain Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, financial institutions, property and casualty companies, foreign corporations and certain S corporations.

Bond Counsel expresses no opinion regarding any federal tax consequences other than its opinion with regard to the exclusion of interest on the 2021 Bonds from gross income pursuant to Section 103 of the Code and interest on the 2021 Bonds not constituting an item of tax preference under Section 57 of the Code. Prospective purchasers of the 2021 Bonds should consult their tax advisors with respect to all other tax consequences (including, but not limited to, those listed above) of holding the 2021 Bonds.

## **Changes in Federal Tax Law Regarding the 2021 Bonds**

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State of New Jersey. Court proceedings may also be filed, the outcome of which could modify the tax treatment of obligations such as the 2021 Bonds. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the 2021 Bonds will not have an adverse effect on the tax status of interest on the 2021 Bonds or the market value or marketability of the 2021 Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax) or repeal (or reduction in the benefit) of the exclusion of interest on the 2021 Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

## **State Taxation**

Bond Counsel is of the opinion that, based upon existing law, interest on the 2021 Bonds and any gain on the sale thereof are not included in gross income under the New Jersey Gross Income Tax Act.

THE OPINIONS EXPRESSED BY BOND COUNSEL WITH RESPECT TO THE 2021 BONDS ARE BASED UPON EXISTING LAWS AND REGULATIONS AS INTERPRETED BY RELEVANT JUDICIAL AND REGULATORY CHANGES AS OF THE DATE OF ISSUANCE OF THE 2021 BONDS, AND BOND COUNSEL HAS EXPRESSED NO OPINION WITH RESPECT TO ANY LEGISLATION, REGULATORY CHANGES OR LITIGATION ENACTED, ADOPTED OR DECIDED SUBSEQUENT THERETO. PROSPECTIVE PURCHASERS OF THE 2021 BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE POTENTIAL IMPACT OF ANY PENDING OR PROPOSED FEDERAL OR STATE TAX LEGISLATION, REGULATIONS OR LITIGATION.

## **LEGALITY FOR INVESTMENT**

Pursuant to the Act, all bonds, notes and other obligations issued by the Authority under the provisions of the Act, including the 2021 Bonds, 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 or hereafter may 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 that 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 are 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 2021 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 the holders of the 2021 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 or such parties until the 2021 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 2021 Bonds are subject to the unqualified approving opinion of McManimon, Scotland & Baumann, LLC, Roseland, New Jersey, Bond Counsel to the Authority. Copies of said approving opinion, in substantially the form included as Appendix E to this Official Statement, will be available at the time of delivery of the 2021 Bonds. Certain legal matters will be passed upon for the University by Ballard Spahr LLP, Philadelphia, Pennsylvania, Counsel to the University, and by Ramona E. Romero, Esq., Princeton, New Jersey, General Counsel to the University.

## **LITIGATION**

### **The Authority**

There is not now pending or, to the knowledge of the Authority, threatened any proceeding or litigation restraining or enjoining the issuance or delivery of the 2021 Bonds or questioning or affecting the validity of the 2021 Bonds or the proceedings or authority under which the 2021 Bonds are to be issued. There is no litigation pending or, to the knowledge of the Authority, threatened that in any manner questions the right of the Authority to adopt the Resolution, to enter into the Loan Agreement or to secure the 2021 Bonds in the manner herein described.

### **The University**

There is not now pending or, to the knowledge of the University, threatened any proceeding or litigation contesting the 2021 Project, the Loan Agreement or the 2021 Bonds or the ability of the University to perform its obligations under the Loan Agreement.

## **FINANCIAL ADVISOR TO THE AUTHORITY**

The Authority has engaged PFM Financial Advisors LLC ("*PFM*") to act as its financial advisor for this issue and as its Independent Registered Municipal Advisor for purposes of SEC Rule 15B1-1(d)(3)(vi). PFM's role has been limited to the final structuring and pricing of the 2021 Bonds. PFM did not participate in the preparation of this Official Statement. PFM's fee is not contingent upon the sale and closing of the 2021 Bonds.

## **FINANCIAL ADVISOR TO THE UNIVERSITY**

The Yuba Group LLC, also known as Yuba Group Advisors, is serving as financial advisor to the University (the "*University Financial Advisor*") in connection with the issuance of the 2021 Bonds. The University Financial Advisor is not contractually obligated to undertake, and has not undertaken, either to make an independent verification of, or to assume responsibility for, the accuracy, completeness or fairness of the information contained in this Official Statement and the appendices hereto. The University Financial Advisor is a financial advisory and consulting organization, and is not engaged in the business of underwriting, marketing or trading municipal securities or any other negotiable instruments. The University Financial Advisor does not receive a fee related to or contingent upon the sale and closing of the 2021 Bonds.

## INDEPENDENT ACCOUNTANTS

The financial statements of the University as of June 30, 2020 and 2019 and for the years then ended, included in Appendix B to this Official Statement, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report appearing therein.

## UNDERWRITING

The 2021 Series B Bonds have been sold by public sale in a competitive bid and are being purchased by \_\_\_\_\_ (the "*2021 Series B Underwriter*"), as successful bidder for the 2021 Series B Bonds pursuant to the Official Notice of Sale for the 2021 Series B Bonds dated March \_\_, 2021. The 2021 Series B Underwriter submitted a winning bid to purchase all of the 2021 Series B Bonds at a price of \$ \_\_\_\_\_. The purchase price of the 2021 Series B Bonds reflects an underwriter's discount of \$ \_\_\_\_\_ less/plus a[n] [net] original issue discount/premium of \$ \_\_\_\_\_.

The 2021 Series B Underwriter intends to offer the 2021 Series B Bonds to the public initially at the offering yields set forth on the inside front cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The 2021 Series B Underwriter reserves the right to join with dealers and other underwriters in offering the 2021 Series B Bonds to the public. The 2021 Series B Underwriter may offer and sell the 2021 Series B Bonds to certain dealers (including dealers depositing the 2021 Series B Bonds into investment trusts) at yields higher than the public offering yields set forth on the inside front cover page, and such public offering yields may be changed, from time to time, by the 2021 Series B Underwriter without prior notice.

The 2021 Series C Bonds have been sold by public sale in a competitive bid and are being purchased by \_\_\_\_\_ (the "*2021 Series C Underwriter*"), as successful bidder for the 2021 Series C Bonds pursuant to the Official Notice of Sale for the 2021 Series C Bonds dated March \_\_, 2021. The 2021 Series C Underwriter submitted a winning bid to purchase all of the 2021 Series C Bonds at a price of \$ \_\_\_\_\_. The purchase price of the 2021 Series C Bonds reflects an underwriter's discount of \$ \_\_\_\_\_ less/plus a[n] [net] original issue discount/premium of \$ \_\_\_\_\_.

The 2021 Series C Underwriter intends to offer the 2021 Series C Bonds to the public initially at the offering yields set forth on the inside front cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The 2021 Series C Underwriter reserves the right to join with dealers and other underwriters in offering the 2021 Series C Bonds to the public. The 2021 Series C Underwriter may offer and sell the 2021 Series C Bonds to certain dealers (including dealers depositing the 2021 Series C Bonds into investment trusts) at yields higher than the public offering yields set forth on the inside front cover page, and such public offering yields may be changed, from time to time, by the 2021 Series C Underwriter without prior notice.

## VERIFICATION OF MATHEMATICAL CALCULATIONS

Robert Thomas CPA, LLC, Overland Park, Kansas (the "*Verification Agent*"), will verify from the information provided to it the mathematical accuracy, as of the date of delivery of the 2021 Series C Bonds, of: (i) the computations contained in the provided schedules to determine that the anticipated receipts from the securities and cash deposits listed in such schedules, to be held in escrow pursuant to a Letter of Instruction from the Authority and the University to the Trustee, will be sufficient to pay when due the principal or Redemption Price of and interest on the Bonds to be Refunded; and (ii) the computations of yield on both the securities and the 2021 Series C Bonds contained in the provided schedules used by Bond Counsel in its determination that interest on the 2021 Series C Bonds is not includable in gross income for federal income tax purposes. The Verification Agent will express no opinion on the assumptions provided to it.

**MISCELLANEOUS**

The foregoing summaries of the provisions of the Act, the Resolution, the 2021 Bonds and the Continuing Disclosure Agreement, and the summaries of the General Resolution, the 2021 Series Resolution and the Loan Agreement contained in Appendix C of this Official Statement, 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. So far as any statements are made in this Official Statement involving estimates, projections or matters of opinion whether or not expressly so stated, such statements are intended as such and not as representations of fact.

Appendices A, B, C, D and E 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 the Authority does not represent that any such statements are accurate or complete for purposes of investors making an investment decision with respect to the 2021 Bonds. Except as otherwise stated, the Authority makes no representations or warranties whatsoever with respect to the information contained herein. This Official Statement is not to be construed as a contract or agreement between or among the Authority, the University or the purchasers or Beneficial Owners of any of the 2021 Bonds.

The description of the University contained in Appendix A to this Official Statement, the information contained in Appendix B to this Official Statement and the information under the headings "LITIGATION – The University" and "CONTINUING DISCLOSURE" have all been provided by the University.

The information herein regarding DTC has been provided by DTC and is not to be construed as a representation of either the Authority or the University.

The execution and delivery of this Official Statement have been duly authorized by the Authority and approved by the University.

**NEW JERSEY EDUCATIONAL FACILITIES  
AUTHORITY**

By: \_\_\_\_\_  
**Eric D. Brophy, Esq.**  
**Executive Director**

**Approved:**

**THE TRUSTEES OF PRINCETON UNIVERSITY**

By: \_\_\_\_\_  
**James S. Matteo**  
**Vice President for Finance**  
**and Treasurer**

Dated: March \_\_, 2021

**APPENDIX A**

**PRINCETON UNIVERSITY**

**APPENDIX B**

**REPORT OF THE TREASURER**

**APPENDIX C**

**SUMMARIES OF CERTAIN DOCUMENTS**

The following statements are brief summaries of the General Resolution, the 2021 Series Resolution and the Loan Agreement. These summaries do not purport to be complete statements of the terms of such documents, and are qualified by reference to the full text of the respective documents, copies of which are available from the Authority.

## **GENERAL RESOLUTION AND 2021 SERIES RESOLUTION**

The General Resolution authorizes the Authority to issue Bonds in order to finance one or more facilities at the University, in one or more series, each of such series to be authorized by a separate Series Resolution. The 2021 Series Resolution authorizes the 2021 Project and the issuance of the 2021 Bonds and specifies the details of the 2021 Bonds.

### **Establishment of Funds and Accounts**

The following funds and accounts within funds shall be established: Construction Fund; Revenue Fund; Debt Service Fund (Principal Account, Interest Account and Sinking Fund Account for each of the 2021 Bonds); Facility Renewal and Replacement Fund; Redemption Fund and Rebate Fund. All funds and accounts shall be held and maintained by the Trustee, except the Construction Fund, which shall be held by the Trustee and maintained and applied by the Authority.

### **Allocation of Revenues**

There is established and created by the 2021 Series Resolution an account within the Revenue Fund to be designated the "2021 Revenue Account". Notwithstanding anything in the General Resolution to the contrary, moneys in the 2021 Revenue Account of the Revenue Fund shall be paid to the Trustee on or prior to the fifth (5th) day after deposit thereof as follows and in the following order of priority:

First: To the Interest Account, the amount necessary to equal the unpaid interest to become due on the Bonds Outstanding on the next succeeding semiannual interest payment date.

Second: To the Principal Account, the amount, if any, necessary to make the amount on deposit in the Principal Account equal to the principal amount becoming due on the Bonds Outstanding on the next succeeding March 1.

Third: To the Sinking Fund Account, the amount, if any, necessary to make the amount on deposit in the Sinking Fund Account equal to the sinking fund installment payable on the Bonds Outstanding on the next succeeding March 1.

Fourth: To the Authority, the amounts as are payable to the Authority for (i) any expenditures of the Authority for insurance, fees and expenses of auditing and fees and expenses of the Trustee, all as required by the General Resolution and not otherwise paid or caused to be paid or provided for by the University; (ii) all other expenditures reasonably and necessarily incurred by the Authority by reason of its financing of the 2021 Project in accordance with the Loan Agreement, including expenses incurred by the Authority to compel full and punctual performance of all provisions of the Loan Agreement in accordance with the terms thereof; and (iii) the Annual Administrative Fee unless otherwise paid, but only upon receipt by the Trustee from the Authority of a certificate signed by an Authorized Officer of the Authority stating in reasonable detail the amounts payable to the Authority.

### **Additional Bonds**

In addition to the 2021 Bonds, the Authority may issue, by a Series Resolution, completion Bonds to complete a Facility financed under the General Resolution and to finance or refinance any other project authorized under the General Resolution, which Additional Bonds shall be entitled to the pledge of the Revenues made by the General Resolution on parity with all Bonds then Outstanding.

Refunding Bonds may be issued to refund any one or more series of Bonds, in accordance with the Act and, unless all Bonds issued under the General Resolution are to be refunded, in accordance with the provisions of the General Resolution and the Series Resolution authorizing such refunding Bonds.

The Authority shall not create or permit the creation of or issue any obligations or create any additional indebtedness that will be secured by a charge and lien on or be payable from the Revenues, except that Additional Parity Bonds as described above may be issued from time to time pursuant to a Series Resolution, subsequent to the issuance of the 2021 Bonds, on parity with all Bonds then Outstanding and secured by an equal charge and lien on and payable equally from the Revenues to (i) complete a Facility, (ii) provide funds for the creation of a debt service reserve fund for one or more series of Bonds, or (iii) provide funds to finance an additional Facility, under the following conditions and limitations:

Such Additional Parity Bonds shall have been authorized to finance or refinance the acquisition, construction or completion of a Facility for which the University has requested financing or refinancing from the Authority or to provide funds for the creation of a debt service reserve fund for one or more series of Bonds.

The University enters into a Loan Agreement with the Authority with respect to such Facility agreeing to pay as a general obligation of the University, from its general revenues and funds, all moneys required to be paid in respect of the Additional Parity Bonds, including amounts sufficient to pay the principal of, sinking fund installments, if applicable, and interest on the Additional Parity Bonds together with all of the costs relating thereto.

The University is not in default under the terms and conditions of any existing Loan Agreement.

The University, in the Loan Agreement executed with respect to the Facility being financed with the proceeds derived from the Additional Parity Bonds, agrees to make loan payments equal to the debt service requirements on such Bonds.

There is at the time of issuance of such Additional Parity Bonds no deficiency in the amounts required to be deposited by the General Resolution and all existing Series Resolutions and to be paid into the Debt Service Fund.

#### **Investment of Moneys in Funds and Accounts**

Moneys in any of the funds and accounts established pursuant to the General Resolution shall be invested, except moneys in the Revenue Fund, which shall not be invested, if and to the extent the same are at the time legal for the investment of the Authority's funds, but only as follows:

(a) Moneys in each Interest Account only in direct obligations of or obligations guaranteed by the United States of America or the State, maturing or redeemable, at the option of the holder, not later than ten (10) days prior to the next ensuing interest payment date of the 2021 Bonds.

(b) Moneys in each Principal Account or any Sinking Fund Account only in direct obligations of or obligations guaranteed by the United States of America or the State, maturing or redeemable, at the option of the holder, not later than ten (10) days prior to the next ensuing principal or sinking fund installment payment date of the 2021 Bonds.

(c) Moneys in each subaccount of the Facility Renewal and Replacement Fund only in obligations authorized by law for the investment of trust funds in the custody of the Treasurer of the State.

(d) Moneys in the Redemption Fund only in direct obligations of or obligations guaranteed by the United States of America or the State, maturing or redeemable, at the option of the holder, not later than the next succeeding interest payment date on which Bonds are subject to redemption.

Subject to the provisions of the Act, moneys held by the Authority in each Construction Fund shall be held in cash or may be invested by the Authority only in (i) 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; (ii)

federal agency or U.S. government sponsored enterprise obligations, participations or other instruments; (iii) bonds or notes issued by any state or municipality; (iv) 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; (v) commercial paper; (vi) corporate bonds and medium-term notes; (vii) asset-backed securities; (viii) investment agreements or guaranteed investment contracts; (ix) 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; *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 (i) and (ii) above having a market value at all times equal to the uninsured amount of such deposit; (x) 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 and 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; and (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; (xi) 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; and (xii) New Jersey Cash Management Fund.

Interest earned, profits realized and losses suffered by reason of any investment shall be credited or charged, as the case may be, to the fund or account for which such investment shall have been made.

The Trustee may sell or redeem any obligations in which moneys shall have been invested pursuant to the General Resolution, to the extent necessary, in its sole discretion, to provide cash in the respective funds or accounts, to make any payments required for the payment of principal of or interest on any Bonds, or to facilitate the transfers of moneys between various funds and accounts as may be required for such payments.

The Authority may sell or redeem obligations in which moneys in the Construction Fund shall have been invested to the extent necessary to provide cash in such fund.

In computing the value of assets of any fund or account, investments shall be deemed a part thereof and shall be valued at cost or current market value, whichever is the lower, or at the redemption price thereof, if then redeemable at the option of the holder.

The proceeds from the sale of any investment shall be paid into the fund or account, as the case may be, on whose behalf the sale thereof was made.

Neither the Trustee nor the Authority shall be liable for any depreciation in the value of any obligations in which moneys of the funds or accounts shall be invested or for any loss arising from any investment or any disposition of said obligations.

### **Accounts and Audits**

The Authority shall keep proper books of records and accounts (separate from all other records and accounts), which may be kept on behalf of the Authority by the Trustee, in which complete and correct entries shall be made of its transactions relating to each Facility and each Series Resolution, which records and accounts shall be subject to the inspection of the Trustee or any holder of a Bond of the Series issued for such Facility (or his representative duly authorized in writing) at reasonable hours and subject to the reasonable rules and regulations of the Authority. The Authority shall cause such records and accounts to be audited annually within ninety (90) days after the end of its fiscal year by a nationally recognized independent public accountant selected by the Authority.

Annually, within thirty (30) days after receipt by the Authority of the report of such audit, a signed copy of such report shall be furnished to the Trustee. Such report shall include at least: a statement of all funds (including investments thereof) held by the Trustee and the Authority pursuant to the provisions of the General Resolution and each Series Resolution; a statement of the Revenues collected in connection with each Facility and each Series Resolution; a statement that the balances in the Facility Renewal and Replacement Fund meet the requirements of the General Resolution and the Series Resolutions; and a statement that, in making such audit, no knowledge of any default in the fulfillment of any of the terms, covenants or provisions of the General Resolution and the Series Resolutions was obtained or, if knowledge of any such default was obtained, a statement thereof.

### **Events of Default**

An event of default shall exist under the General Resolution and under the Series Resolutions (herein called "*event of default*") if:

(a) Payment of the principal or sinking fund installment of any Bond shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise;

(b) Payment of an installment of interest on any Bond shall not be made when the same shall become due and payable, and such default shall continue for a period of thirty (30) days;

(c) The Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, in the General Resolution or in any Series Resolution on the part of the Authority to be performed, and such default shall continue for a period of thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Authority by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of not less than five per centum (5%) in principal amount of the Outstanding Bonds; or

(d) An event of default, as defined in a Loan Agreement, has occurred under such Loan Agreement and is continuing.

### **Acceleration of Maturity**

Upon the happening and continuance of any event of default specified in the preceding caption, then and in every such case the Trustee may declare, and upon the written request of the holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds shall declare, by a notice in writing to the Authority, the principal of and interest on all of the Outstanding Bonds to be immediately due and payable. At the expiration of thirty (30) days from the giving of notice of such declaration, such principal and interest shall become and be immediately due and payable, anything in the Bonds or in the General Resolution or in any Series Resolution to the contrary notwithstanding. At any time after the principal of the Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default or the completion of the enforcement of any other remedy under the General Resolution, the Trustee may, with the written consent of the holders of not less than twenty-five per centum (25%) in principal amount of the Bonds not then due by their terms and then Outstanding and by written notice to the Authority, annul such declaration and its consequences if: (i) moneys shall have accumulated in the Debt Service Fund sufficient to pay all arrears of interest, if any, upon all of the Outstanding Bonds (except the interest accrued on such Bonds since the last interest payment date); (ii) moneys shall have accumulated and be available sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee; (iii) all other amounts then payable by the Authority under the General Resolution and under the Series Resolutions shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every other default known to the Trustee in the observance or performance of any covenant, condition or agreement contained in the Bonds or in the General Resolution (other than a default in the payment of the principal of such Bonds then due only because of a declaration under this caption) or in any Series Resolution shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

### **Enforcement of Remedies**

Upon the happening and continuance of any event of default specified in the caption above entitled "Events of Default", then and in every such case the Trustee may proceed, and upon the written request of the holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds shall proceed (subject to certain provisions of the General Resolution), to protect and enforce its rights and the rights of the holders of the Bonds under the laws of the State of New Jersey, under the General Resolution or under any Series Resolution by such suits, actions or special proceedings at law or in equity, either for the specific performance of any covenant contained in the General Resolution or in any Series Resolution or in aid or execution of any power therein granted, for an accounting against the Authority as if the Authority were the trustee of an express trust, or for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under the General Resolution or under any Series Resolution, the Trustee shall be entitled to sue for, to enforce payment of and to receive any and all amounts then, or during any default becoming, and at any time remaining, due from the Authority for principal or interest or otherwise under any of the provisions of the General Resolution, any Series Resolution or the Bonds, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings under the General Resolution, under any Series Resolution and under such Bonds, without prejudice to any other right or remedy of the Trustee or the holders of such Bonds, and to recover and enforce judgment or decree against the Authority, but solely as provided in the General Resolution and in such Bonds, for any portion of such amounts remaining unpaid (with interest, costs and expenses) and to collect in any manner provided by law the moneys adjudged or decreed to be payable.

### **Supplemental Resolutions**

The Authority may, with the approval of the Trustee, adopt Supplemental Resolutions to cure any ambiguity, formal defect or omission in the General Resolution, and, upon notification to the Trustee, adopt Supplemental Resolutions to add to the covenants and agreements of the Authority or to surrender any right or power reserved to the Authority. The General Resolution, any Series Resolution or any Supplemental Resolution may be modified, altered, amended, added to or rescinded in any particular from time to time with the consent of the holders of not less than sixty-six and two-thirds per centum (66-2/3%) in aggregate principal amount of the Bonds then Outstanding so affected; *provided*, that nothing shall permit (a) an extension of the maturity of or interest on any Bond, (b) a reduction in the principal amount, the redemption premium or the rate of interest on any Bond, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution, without the consent of all Bondholders so affected.

## **LOAN AGREEMENT**

The following statements are brief summaries of the Loan Agreement, which do not purport to be complete. Reference is made to the Loan Agreement in its entirety, copies of which are available from the Authority. Capitalized terms used but not defined below shall have the respective meanings assigned to such terms herein or in the Loan Agreement.

### **General Obligation of University**

The Loan Agreement and the obligation of the University to make the payments required thereunder are general obligations of the University, such payments to be made from any moneys of the University legally available therefor.

### **Duration of Agreement**

The Loan Agreement shall remain in full force and effect from the date thereof until the date on which the principal of and redemption premium, if any, and interest on the 2021 Bonds and any other costs of the Authority with respect to the 2021 Project shall have been fully paid or provision for the payment thereof shall have been made as provided by the General Resolution and the 2021 Series Resolution, at which time the Loan Agreement shall terminate.

### **Agreement for Benefit of Bondholders**

The Loan Agreement is executed in part to induce the purchase by others of the 2021 Bonds, and, accordingly, all covenants and agreements on the part of the University and the Authority, as set forth in the Loan Agreement, are for the benefit of the holders of the 2021 Bonds and any other Bonds issued and to be issued on a parity with the 2021 Bonds as permitted by the General Resolution.

### **Conditions Precedent to Disbursement of Moneys**

The obligation of the Authority to make any disbursement of moneys based upon construction or renovation shall be subject to the following conditions, as well as any others set forth in the Loan Agreement: (i) the University shall not be in default under the Loan Agreement; and (ii) construction shall have progressed at a rate and in a manner reasonably satisfactory to the Authority.

If the University fails to meet the conditions precedent to the full disbursement of the Loan as specified in the preceding paragraph, the obligation of the Authority to make further disbursements in connection with the Loan shall cease. In such event, the Authority may elect, in its sole discretion, either (i) to permit the Loan to continue, with the total of all disbursements or advances previously made to constitute the total amount of the Loan; or (ii) to declare the amount of all such disbursements or advances immediately due and payable, in accordance with the right reserved in the Loan Agreement; *provided, however*, the Authority, in its sole discretion, may waive any of the foregoing requirements and take such other action as it deems appropriate. In any event, the approval of the disbursement of moneys shall not be unreasonably withheld.

### **Payment Unconditional**

The University unconditionally agrees to pay to the Authority or on its order the payments required by the Loan Agreement in the manner and at the times provided by the Loan Agreement.

### **Payment Obligations of University**

The obligation of the University to pay or cause to be paid the amounts payable under the Loan Agreement are absolute and unconditional, and the amount, manner and time of payment of such amounts shall not be decreased, abated, postponed or delayed for any cause or by reason of the happening of any event. The amounts payable by the University shall be equal to all sums necessary for the payment of certain fees and expenses of the Authority and the Trustee, and shall be calculated and payable as follows:

(a) For the Bond Year beginning March 1, 2021 and for each Bond Year thereafter, an amount equal to the amount of interest on the 2021 Bonds Outstanding becoming due on September 1 in such Bond Year and on the March 1 immediately succeeding the expiration of such Bond Year.

(b) For the Bond Year beginning March 1, 202\_ and for each Bond Year thereafter, the amount of principal of the 2021 Bonds Outstanding becoming due on the March 1 immediately succeeding the expiration of such Bond Year.

(c) For the Bond Year beginning March 1, 2021 and for each Bond Year thereafter, an amount equal to the sum of the following three items: (i) any expenditures of the Authority for insurance, fees and expenses of auditing and fees and expenses of the Trustee, any paying agents and depositories, and not otherwise paid or

provided for by the University; (ii) all other expenditures reasonably and necessarily incurred by the Authority by reason of its financing of the 2021 Project, including expenses incurred by the Authority to compel full and punctual performance of all of the provisions of the Loan Agreement in accordance with the terms hereof; and (iii) all amounts to the extent required to be deposited by the Authority in the rebate account for the 2021 Bonds in the Rebate Fund pursuant to Section 4.11 of the General Resolution and the Letter of Instructions, less amounts transferred from the Construction Fund to satisfy such requirement. Any expenditures of the Authority made pursuant to items (i) and (ii) of this subparagraph shall be certified by the Authority to the University in writing as soon as practicable and shall thereupon be paid or caused to be paid by the University.

(d) For the Bond Year beginning March 1, 2021 and for each Bond Year thereafter, the Annual Administrative Fee to be paid to the Authority in the amount of 7/100 of 1% of the principal amount of the 2021 Bonds Outstanding.

(e) On the date of the issuance and delivery of the 2021 Bonds, the Initial Fee to be paid to the Authority calculated at the rate of 1/5 of 1% of the aggregate principal amount of each series of the 2021 Bonds, with a maximum initial fee of \$125,000.

To secure payment of the amounts required under the Loan Agreement, the University has caused to be created a loan account for the 2021 Bonds (the "*Loan Account*") to be maintained with the Trustee. Except for the payments on account of rebate required by clause (iii) of subparagraph (c) of this caption, the University covenants and agrees that it will deposit or cause to be deposited with the Trustee: (i) no later than February 20 and August 20 in each Bond Year, into the Loan Account, one-half (1/2) of the portion of the Loan payments due in such Bond Year for the 2021 Bonds pursuant to subparagraphs (a), (c) and (d) this caption; and (ii) no later than February 20 in each Bond Year, into the Loan Account, the full amount of the portion of the Loan payment due in such Bond Year for the 2021 Bonds pursuant to subparagraph (b) of this caption. Moneys in the Loan Account will be transferred by the Trustee to the Revenue Fund created by the General Resolution and the 2021 Series Resolution on February 25 and August 25 of each Bond Year. The payments on account of rebate required by clause (iii) of subparagraph (c) of this caption shall be paid to the Trustee for deposit in the rebate account for the 2021 Bonds in the Rebate Fund at the times requested by the Authority.

The moneys in the Loan Account shall be invested at the direction of the University with the approval of the Authority, or if no instructions are received from the University, by the Authority, in (i) obligations of, or guaranteed by, the United States of America or the State of New Jersey, (ii) certificates of deposit or time deposits of banks or trust companies; *provided*, that all such moneys in each such certificate of deposit or time deposit shall be continuously and fully secured by direct obligations of the United States of America, the State of New Jersey or the Authority of a market value equal, at the time of purchase, to the amount of such certificate of deposit or time deposit, (iii) repurchase agreements fully secured by obligations described in clause (i) above, or (iv) shares of an open-end, diversified investment company registered under the Investment Company Act of 1940, as amended, which (1) invests its assets exclusively in obligations of, or guaranteed by, the United States of America or any instrumentality or agency thereof having in each instance a final maturity date of less than one year from the date of purchase; (2) seeks to maintain a constant net asset value per share; and (3) has aggregate net assets of not less than \$10,000,000 on the date of purchase of such shares, maturing in such amounts and on such dates as may be necessary to provide moneys to meet the payments from the Loan Account.

The Authority shall not declare an Event of Default under the Loan Agreement with respect to the payments required in subparagraphs (c) and (d) of this caption until the Authority has furnished the University with a statement of amounts due and the University has failed to pay the same within ten (10) days after receipt of such statement.

#### **Voluntary Payments by University**

The Authority and the University agree that the University shall have the right to make voluntary payments in any amount to the Trustee for deposit in the Redemption Fund, if the University is not in default under the Loan Agreement. Upon notification by the University to the Authority of any such voluntary payment, the Authority agrees that it shall direct the Trustee to purchase or redeem 2021 Bonds in accordance with the provisions of the General Resolution and the 2021 Series Resolution.

## **Insurance**

The University agrees that, with respect to the 2021 Series B Project Facilities, it shall maintain, with responsible insurers, insurance of the kinds and in the amounts generally carried by institutions of similar size and character. All policies and certificates of insurance shall be open to inspection by the Authority and the Trustee at reasonable times and upon reasonable notice. The University agrees that it will insure any such facilities at replacement cost subject only to standard insurance industry exclusion and that it will notify the Authority and the Trustee within thirty (30) days of any deviation from standard insurance industry practice.

## **Termination**

The Authority and the University agree that, upon sixty (60) days' written notice to the Authority, the University shall have the right to terminate the Loan Agreement by paying to the Authority or to the Trustee for the account of the Authority an amount equal to the sum of the following items: (i) the aggregate principal amount of the Outstanding 2021 Bonds on the date of such termination; (ii) accrued interest thereon to the date that the 2021 Bonds are next redeemable; (iii) redemption premiums, if any, due thereon to the next applicable redemption date, all in accordance with the provisions of the 2021 Bonds, the General Resolution and the 2021 Series Resolution; and (iv) all other costs of the Authority and the Trustee in connection with such redemption; *provided, however*, that the indemnification provisions set forth in the Loan Agreement shall survive the termination of the Loan Agreement.

## **Events of Default; Remedies on Default**

(a) As used in the Loan Agreement, the term "*Event of Default*" shall mean:

(1) If payment of any amount due under subparagraphs (a) or (b) in the caption above entitled "Payment Obligations of University" is not made when it becomes due and payable and if such amount remains unpaid for a period of two (2) days.

(2) If payment of any amount due under subparagraphs (c) or (d) in the caption above entitled "Payment Obligations of University" is not made when it becomes due and payable and if such amount remains unpaid for a period of ten (10) days after receipt of the statement required in the caption above entitled "Payment Obligations of University".

(3) If the University shall:

(A) admit in writing its inability to pay its debts generally as they become due,

(B) file a petition to be adjudicated a voluntary bankrupt in bankruptcy or a petition otherwise to take advantage of any state or federal bankruptcy or insolvency law,

(C) make an assignment for the benefit of its creditors or seek a composition with its creditors, or

(D) consent to the appointment of a receiver of itself, its fees or charges or the whole or any substantial part of the 2021 Series B Project Facilities.

(4) If the University shall, upon an involuntary petition under any section or chapter of the federal bankruptcy laws filed against it, be adjudicated a bankrupt or if a court of competent jurisdiction shall enter an order or decree appointing a trustee or receiver (interim or permanent) or appointing the University a debtor-in-possession, with or without the consent of the University, or approving a petition filed against it seeking reorganization or an arrangement of the University under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof.

(5) If final judgment for the payment of moneys that, in the judgment of the Authority, will adversely affect the rights of the holders of the 2021 Bonds shall be rendered against the University and, at any time after thirty (30) days from the entry thereof, (a) such judgment shall not have been discharged or (b) the University shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and shall not have caused, within thirty (30) days, the execution of or levy under such judgment, order, decree or process or the enforcement thereof to have been stayed pending determination of such appeal.

(6) If the University defaults in the due and punctual performance of any other covenant in the Loan Agreement and such default continues for thirty (30) days after written notice requiring the same to be remedied shall have been given by the Authority or the Trustee.

(b) The Authority agrees that it shall notify the Trustee of the occurrence of an Event of Default under the Loan Agreement. The Authority and the University agree that, upon the occurrence of an Event of Default, the Authority may, by notice in writing to the University, declare all, including future, payments under the Loan Agreement to be immediately due and payable. At the expiration of ten (10) days from the giving of such notice of such declaration, such payments shall become and be immediately due and payable, anything in the Loan Agreement to the contrary notwithstanding. At any time after such payments shall have been so declared to be due and payable and before the entry of a final judgment or decree in any suit, action or proceeding instituted on account of such default or before the completion of the enforcement of any other remedies under the Loan Agreement, the Authority may annul such declaration and its consequences if moneys shall have accumulated in any fund created or held under the General Resolution or the 2021 Series Resolution sufficient to pay all arrears of such payments under the Loan Agreement, other than payments due only because of such declaration. No such annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

(c) The Authority and the University further agree that, upon the occurrence of an Event of Default, the Authority may exercise, with respect to any amount in any fund under the General Resolution, all of the rights of a secured party under the New Jersey Uniform Commercial Code.

**APPENDIX D**

**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**APPENDIX E**

**FORM OF OPINION OF BOND COUNSEL**

[Letterhead of McManimon, Scotland & Baumann, LLC]

[Date of Closing]

New Jersey Educational Facilities Authority  
103 College Road East  
Princeton, New Jersey 08540

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance by the New Jersey Educational Facilities Authority, a public body corporate and politic, constituting an instrumentality of the State of New Jersey (the "*Authority*"), of its \$ \_\_\_, \_\_\_, \_\_\_ Princeton University Revenue Bonds, 2021 Series B, and its \$ \_\_\_, \_\_\_, \_\_\_ Princeton University Revenue Refunding Bonds, 2021 Series C (collectively, the "*Bonds*").

The Bonds are issued under and pursuant to 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*"), and the Princeton University Revenue Bond Resolution adopted by the Authority on February 16, 1999, as heretofore amended and supplemented (collectively, the "*General Resolution*"), and as further amended and supplemented by the 2021 Series B and 2021 Series C Series Resolution adopted by the Authority on February 23, 2021 (the "*2021 Series Resolution*"; and together with the General Resolution, the "*Resolution*"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Resolution.

The Bonds are issued for the purposes of financing the 2021 Project and paying certain costs incidental to the issuance and sale of the Bonds. The Authority and The Trustees of Princeton University (the "*University*") have entered into a Loan Agreement, dated as of April 1, 2021 (the "*Loan Agreement*"), providing, among other things, for the making of a loan to the University of the proceeds of the Bonds.

As the basis for the opinions set forth below, we have examined such matters of law, including the Act, and such documents, including the Resolution and the Loan Agreement, as we have considered necessary in order to enable us to express the opinions hereinafter set forth. As to matters of fact, we have relied upon the representations of the Authority and the University. Further, in expressing such opinions, we have relied upon the genuineness, truthfulness and completeness of the documents and certificates referred to above.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Authority is a duly created and validly existing public body corporate and politic constituting a political subdivision of the State of New Jersey created pursuant to the Act, and has the right, power and authority under the Act to adopt the Resolution, to enter into the Loan Agreement and to issue the Bonds.

2. The Resolution has been duly and lawfully adopted by the Authority, is in full force and effect, is valid and binding upon the Authority, and is enforceable in accordance with its terms. The Resolution creates the valid pledge of and lien upon the revenues that it purports to create, subject only to the provisions of the Resolution permitting the withdrawal, payment, setting apart or appropriation thereof for the purposes and on the terms and conditions set forth in the Resolution.

3. The Bonds have been duly and validly issued and constitute valid and legally binding, special and limited obligations of the Authority, are enforceable in accordance with their terms and the terms of the Resolution, and are entitled to the benefits of the Act and the Resolution. The Bonds are payable from and secured by a valid and enforceable pledge of and lien upon the revenues of the Authority derived from payments made by the University under the Loan Agreement, under existing loan agreements relating to the financing of facilities for the University with parity bonds, and under subsequent loan agreements relating to the financing of future eligible facilities for the University with additional parity bonds, all as more particularly provided in the Resolution.

4. The Loan Agreement has been duly authorized pursuant to law, has been properly executed by the parties thereto and constitutes a valid and legally binding agreement between the Authority and the University, enforceable against the Authority in accordance with its terms.

5. The Authority and the University have covenanted to comply with any continuing requirements that may be necessary in order to preserve the exclusion from gross income of interest on the Bonds for purposes of federal income taxation under the Internal Revenue Code of 1986, as amended (the "*Code*"). Assuming that the Authority and the University continuously comply with their respective covenants, interest on the Bonds is not includable in gross income for federal income tax purposes under current law. The Bonds are not "specified private activity bonds", as such term is defined under Section 57 of the Code and, as such, interest on the Bonds is not treated as an item of tax preference under Section 57 of the Code for purposes of computing the federal alternative minimum tax.

6. Interest on the Bonds and any gain from the sale thereof are not includable as gross income under the New Jersey Gross Income Tax Act.

In rendering the opinion expressed in paragraph 5 above, we have relied on representations of the Authority and the University with respect to matters solely within the knowledge of the Authority and the University that we have not independently verified, and we have assumed continuing compliance with the covenants in the Loan Agreement pertaining to the Code that affect the exclusion from gross income of interest on the Bonds for federal income tax purposes. In the event that such representations are determined to be inaccurate or incomplete or the Authority or the University fails to comply with such covenants, interest on the Bonds could be includable in gross income for federal income tax purposes from the date of their original delivery, regardless of the date on which the event causing such inclusion occurs.

We express no opinion regarding other federal tax consequences arising with respect to the Bonds, except those set forth in paragraph 5 above. The foregoing opinions are qualified to the extent that the enforceability of the Bonds, the Resolution and the Loan Agreement may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting creditors' rights generally and the application of general principles of equity.

The opinions expressed herein are limited to the laws of the State of New Jersey, exclusive of conflict of law provisions, and the laws of the United States of America.

The opinions expressed herein are based upon the laws and judicial decisions of the State of New Jersey and the United States of America as of the date hereof and are subject to any amendment, repeal or other modification of the applicable laws or judicial decisions that served as the basis for our opinion or of laws or judicial decisions hereafter enacted or rendered. Our engagement as bond counsel with respect to the opinions expressed herein does not require, and shall not be construed to constitute, a continuing obligation on our part to notify or otherwise inform the addressee hereof of the amendment, repeal or other modification of the applicable laws or judicial decisions that served as the basis for this opinion letter or of the laws or judicial decisions hereafter enacted or rendered that impact on this opinion letter.

This opinion letter is being furnished solely to the party to whom it is addressed and may not be relied upon by any other person (other than Bondholders) without our prior written consent. This is only an opinion letter and not a warranty or guaranty of the matters discussed herein.

Notwithstanding anything to the contrary contained herein, we acknowledge that this opinion letter is a governmental record subject to release under the Open Public Records Act (N.J.S.A. 47:1A-1 *et seq.*).

Very truly yours,



103 COLLEGE ROAD EAST • PRINCETON, NEW JERSEY 08540  
 PHONE 609-987-0880 • FAX 609-987-0850 • www.njefa.com

### TERM SHEET

<b>Borrower:</b>	New Jersey City University, Jersey City, New Jersey
<b>Issue:</b>	Series 2021 A (Tax-Exempt) and Series 2021 B (Federally Taxable)
<b>Amount:</b>	Not to Exceed \$50,000,000
<b>Purpose:</b>	To provide funds to: (i) refund all or part of the principal, sinking fund installment and/or interest requirements in respect of any or all of (a) the outstanding \$12,020,000 principal amount of the Series 2007 F Bonds, (b) the outstanding \$6,175,000 principal amount of the Series 2008 F Bonds, (c) the outstanding \$10,975,000 principal amount of the Series 2010 F Bonds, (d) the outstanding \$18,310,000 principal amount of the Series 2010 G Bonds, (e) the outstanding \$35,340,000 principal amount of the Series 2015 A Bonds and/or (f) the outstanding \$47,840,000 principal amount of the Series 2016 D Bonds, thereby refinancing the Series 1992 D Project, the Series 1993 H Project, the Series 1995 A Project, the Series 1998 E Project, the Series 2002 A Project, the Series 2003 A Project, the Series 2005 A Project, the Series 2006 C Project, the Series 2010 F/G Project and/or the Series 2015 A Project, (ii) fund a debt service reserve fund, and (iii) pay certain costs of issuance.
<b>Security:</b>	Tuition and Fees Pledge
<b>Structure:</b>	Negotiated Sale, Fixed Rate
<b>Term:</b>	No later than July 1, 2051
<b>True Interest Cost:</b>	Not to Exceed 8.00%
<b>Current Bond Ratings:</b>	Baa3 (Moody's) BBB- (Fitch)

**Tentative  
Sale Date:** March 2021

**Tentative  
Closing Date:** April 2021

The Authority Members will be asked to adopt the Series 2021 A and Series 2021 B Series Resolution pertaining to the Bonds which outlines the various parameters of the financing; authorizes the issuance of the Bonds; authorizes and approves the form of and entry into all legal documents necessary for the financing; and delegates to any Authorized Officer of the Authority the ability to take all actions as may be necessary to sell, award and issue the Bonds and execute all necessary bond documents to finalize this transaction.

**Professionals on the Transaction:**

<b>Bond Counsel:</b>	GluckWalrath LLP
<b>Authority's Counsel:</b>	Attorney General of the State of New Jersey
<b>University's Counsel:</b>	Hawkins Delafield & Wood LLP
<b>University's Financial Advisor:</b>	NW Financial Group, LLC
<b>Trustee:</b>	The Bank of New York Mellon
<b>Trustee's Counsel:</b>	McManimon, Scotland & Baumann, LLC
<b>Escrow Agent</b>	
<b>(2007 F, 2008 F, 2010 F&amp;G):</b>	The Bank of New York Mellon
<b>Escrow Agent (2015 A &amp; 2016 D):</b>	U.S. Bank National Association
<b>Senior Manager:</b>	Morgan Stanley
<b>Co-Manager:</b>	Raymond James & Associates, Inc.
<b>Underwriter's Counsel:</b>	McCarter & English, LLP
<b>Verification Agent:</b>	Causey Demgen & Moore P.C.
<b>Printer:</b>	ImageMaster LLC



103 COLLEGE ROAD EAST • PRINCETON, NEW JERSEY 08540  
PHONE 609-987-0880 • FAX 609-987-0850 • www.njefa.com

**Date:** March 24, 2020

**To:** Members of the Authority

**Issue:** New Jersey City University, Series 2020 B (Tax-Exempt) and Series 2020 C (Federally Taxable)

Below please find the procurement procedures that were undertaken with respect to the various professional appointments in connection with the New Jersey City University Series 2020 B and Series 2020 C transaction and staff's recommendations with respect thereto.

### **Bond Counsel**

In accordance with Executive Order No. 26 (1994), the Attorney General's office has selected GluckWalrath LLP to serve as bond counsel for this transaction.

### **Senior Manager/Co-Senior Manager and Co-Managers**

On January 8, 2020 the staff of the New Jersey Educational Facilities Authority (the "Authority") distributed a Request for Proposals for Senior Manager, Co-Senior Manager and Co-Manager(s) to provide Underwriting Services to a distribution list of 16 firms which are members of the Authority's Senior Manager Pool and 11 firms which are members of the Authority's Co-Manager Pool.

From the Senior Manager Pool, the Authority received nine responses from firms seeking appointment as a Senior Manager/Co-Senior Manager and two firms seeking appointment as a Co-Manager. One response was received late and was therefore not reviewed. Five firms from the Senior Manager Pool declined to respond. From the Co-Manager Pool, the Authority received four responses from firms seeking appointment as Co-Manager. Seven firms from the Co-Manager Pool declined to respond.

### **Senior Manager/Co-Senior Manager**

As highlighted in the RFP, the evaluation of the Senior Manager/Co-Senior Manager responses was performed by three evaluators (one staff member from the Authority, one staff member from Treasury, and one staff member from the University). In accordance with the Authority's Senior Manager/Co-Senior Manager evaluation process, the highest ranked firm is recommended as Senior Manager. If a Co-Senior Manager is selected, the firm with the second highest ranking will be

recommended as Co-Senior Manager. The responsive firms and their respective scores are as follows:

<b>Firm</b>	<b>Evaluator #1</b>	<b>Evaluator #2</b>	<b>Evaluator #3</b>	<b>All Evaluators</b>	<b>Final Ranking</b>	<b>Proposed Fee</b>
Bank of America Merrill Lynch	84.00	68.00	71.00	223.00	4	\$3.38
Citigroup Global Markets	68.00	65.00	70.50	203.50	7	\$4.86
J.P. Morgan	61.04	69.54	73.04	203.62	6	\$3.94
<b>Morgan Stanley</b>	<b>91.32</b>	<b>81.32</b>	<b>86.32</b>	<b>258.96</b>	<b>1</b>	<b>\$4.56</b>
Ramirez & Co.	72.27	54.27	64.77	191.31	9	\$4.80
Raymond James	80.95	62.45	77.45	220.85	5	\$4.53
RBC Capital Markets	80.95	68.01	79.51	228.47	3	\$4.29
Siebert Williams Shank & Co.	76.14	58.14	68.64	202.92	8	\$4.26
UBS Financial Services	87.68	69.18	83.68	240.54	2	\$4.25

**Recommendation: Morgan Stanley (Senior Manager)**

Co-Senior/Co-Managers

As highlighted in the RFP, the evaluation of Co-Managers was performed by two staff members from the Authority. The highest ranked firm(s) is/are recommended as Co-Manager(s), the number of which is determined by the Authority in consultation with the University and the University’s Financial Advisor.

The responsive firms and their respective scores are as follows:

<b>Firm</b>	<b>Evaluator #1</b>	<b>Evaluator #2</b>	<b>Score</b>
Bank of America Merrill Lynch	23.00	26.00	49.00
Citigroup Global Markets	17.00	19.00	36.00
Drexel Hamilton	26.00	27.00	53.00
J.P. Morgan	17.00	21.00	38.00
M&T Securities	16.00	20.00	36.00
Morgan Stanley	23.00	26.00	49.00
Ramirez & Co.	23.00	25.00	48.00
<b>Raymond James &amp; Associates</b>	<b>26.00</b>	<b>28.00</b>	<b>54.00</b>
RBC Capital Markets	19.00	19.00	38.00
Rice Financial	19.00	22.00	41.00
Siebert Williams Shank	24.00	26.00	50.00
Stern Brothers	26.00	27.50	53.50
Stifel	19.00	24.00	43.00
UBS	20.00	25.00	45.00

**Recommendation: Raymond James & Associates, Inc. (Co-Manager)**

The Authority also requests that the Board delegate to the Executive Director, Deputy Executive Director or any such officer designated “acting” or “interim” the ability to designate additional Co-

Managers, if necessary, in accordance with the Authority's standard procurement policies and procedures.

**Trustee, Bond Registrar and Paying Agent**

On February 18, 2020, the Authority distributed a Request for Proposals for Trustee Services to the three members of the Authority's Trustee Pool. We received three responses from firms seeking appointment as Trustee for this transaction. The responsive firms and their respective fees are as follows:

<b>Firm</b>	<b>Acceptance Fee</b>	<b>Annual Admin Fee</b>	<b>Counsel</b>
US Bank	\$0	\$1,000 per series	\$5,000
BNY Mellon	\$0	\$400 per series	\$4,500
Zions Bank	\$0	\$1,000	\$0

The Bank of New York Mellon provided the lowest annual fee quote of \$400, \$4,500 for counsel and waived the acceptance fee, which is in line with fee quotes the Authority has received in response to recent Trustee RFPs. It is the Authority's recommendation to select The Bank of New York Mellon to serve as Trustee, Bond Registrar and Paying Agent for this transaction.

**Verification Agent**

On February 20, 2020, the Authority circulated an RFP to six nationally recognized independent certified public accounting firms that regularly perform verification agent services. The RFP was also posted on the Authority's website and the State of New Jersey's website. The Authority received one response. The responsive firm and their respective fee is as follows:

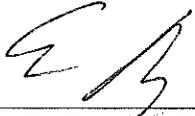
<b>Proposed Fees</b>	<b>Total</b>
Causey Demgen & Moore P.C.	\$2,950

Causey Demgen & Moore P.C.'s fee quote of \$2,950 for six series of bonds is in line with fee quotes the Authority has received in response to recent verification agent RFPs. It is the Authority's recommendation to select Causey Demgen & Moore P.C. to serve as Verification Agent for this transaction.

**Escrow Agent**

The Escrow Agent is the Trustee on the bonds being refunded. The Escrow Agent for this transaction is The Bank of New York Mellon for the Series 2007 F, 2008 F, 2010 F and 2010 G Bonds and U.S. Bank National Association for the Series 2015 A and 2016 D Bonds. This role is not the subject of an RFP process.

The Authority's staff involvement in the procurement processes related to the above referenced professionals was completed as of the 24<sup>th</sup> day of March 2020.

By:   
Eric D. Brophy, Esq.  
Executive Director

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**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**AMENDED AND RESTATED RESOLUTION AUTHORIZING THE  
ISSUANCE OF NEW JERSEY EDUCATIONAL FACILITIES  
AUTHORITY REVENUE REFUNDING BONDS, NEW JERSEY CITY  
UNIVERSITY ISSUES, SERIES 2021 A (TAX-EXEMPT) AND SERIES 2021  
B (FEDERALLY TAXABLE)**

Adopted: February 23, 2021

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**AMENDED AND RESTATED RESOLUTION AUTHORIZING THE  
ISSUANCE OF NEW JERSEY EDUCATIONAL FACILITIES  
AUTHORITY REVENUE REFUNDING BONDS, NEW JERSEY CITY  
UNIVERSITY ISSUES, SERIES 2021 A (TAX-EXEMPT) AND SERIES 2021  
B (FEDERALLY TAXABLE)**

**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, *inter alia*, its \$17,910,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2007 F, currently outstanding in the aggregate principal amount of \$12,020,000 (the “Series 2007 F Bonds”), its \$6,175,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F (Federally Taxable), currently outstanding in the aggregate principal amount of \$6,175,000 (the “Series 2008 F Bonds”), its \$24,065,000 Revenue Bonds, New Jersey City University Issue, Series 2010 F (Tax-Exempt), currently outstanding in the aggregate principal amount of \$10,975,000 (the “Series 2010 F Bonds”), its \$18,310,000 Revenue Bonds, New Jersey City University Issue, Series 2010 G (Build America Bonds – Direct Payment), currently outstanding in the aggregate principal amount of \$18,310,000 (the “Series 2010 G Bonds”), its \$35,340,000 Revenue Bonds, New Jersey City University Issue, Series 2015 A, currently outstanding in the aggregate principal amount of \$35,340,000 (the “Series 2015 A Bonds”), and its \$52,075,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2016 D, currently outstanding in the aggregate principal amount of \$47,840,000 (the “Series 2016 D Bonds”), all on behalf of New Jersey City University (the “Public University”); and

**WHEREAS**, the Series 2007 F Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on February 28, 2007 and a Trust Indenture, dated as of April 1, 2007 (the “Series 2007 F Indenture”), between the Authority and The Bank of New York Mellon, as successor to The Bank of New York (the “Series 2007 F Trustee”), as Trustee, *inter alia*, to (i) refund a portion of the Authority’s Revenue Bonds, Jersey City State College Issue, Series 1998 E, which were issued to finance the renovation of Forrest A. Irwin Hall, the University’s main library, and Fries Hall, an academic building (collectively, the “Series 1998 E Project”), (ii) refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 1999 B (the “Series 1999 B Bonds”) and (iii) refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2002 A (the “Series 2002 A Bonds”), which financed the construction of a fine arts building and various parking improvements, the upgrade of the fire protection systems and the institution of “campus card” technology (collectively, the “Series 2002 A Project”); and

**WHEREAS**, the Series 1999 B Bonds were issued, *inter alia*, to (i) refund a portion of the Authority’s Revenue Bonds, Jersey City State College Issue, Series 1992 D (the “Series 1992 D Bonds”), which financed the construction and equipping of an academic building and an athletic and recreation center (collectively, the “Series 1992 D Project”) and (ii) refund a portion of the Authority’s Revenue Bonds, Jersey City State College Issue, Series 1995 A (the “Series 1995 A Bonds”), which financed the acquisition of land adjacent to the Public University and the buildings

thereon for use as a parking, a storage and a maintenance facility and an academic building (collectively, the “Series 1995 A Project”); and

**WHEREAS**, the Series 2008 F Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on February 27, 2008, as amended on March 31, 2008, and a Trust Indenture, dated as of April 1, 2008 (the “Series 2008 E/F Indenture”), between the Authority and The Bank of New York Mellon, as successor to The Bank of New York (the “Series 2008 E/F Trustee”), as Trustee, *inter alia*, to refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2006 C (Federally Taxable) (the “Series 2006 C Bonds”); and

**WHEREAS**, the Series 2006 C Bonds were issued, *inter alia*, to (i) refund a portion of the Authority’s Series 1999 B Bonds, which refunded portions of the Authority’s Series 1992 D Bonds and Series 1995 A Bonds, and (ii) refinance a bank loan which financed the acquisition of fee simple title to certain land purchased by the University (the “Series 2006 C Project”); and

**WHEREAS**, the Series 2010 F Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on May 25, 2010 (the “Series 2010 F/G Bond Resolution”) and a Trust Indenture, dated as of September 1, 2010 (the “Series 2010 F/G Indenture”), between the Authority and The Bank of New York Mellon (the “Series 2010 F/G Trustee”), as Trustee, *inter alia*, to (i) refund a portion of the Authority’s Series 1999 B Bonds and (ii) finance a portion of the costs of the acquisition, construction, renovation and installation of certain capital assets located on the Public University’s campus, including, but not limited to, the renovation and repair of various Public University buildings and other facilities (collectively, the “Series 2010 F/G Project”); and

**WHEREAS**, the Series 2010 G Bonds were issued under the terms and provisions of the Series 2010 F/G Bond Resolution and the Series 2010 F/G Indenture, *inter alia*, to finance a portion of the costs of the Series 2010 F/G Project; and

**WHEREAS**, the Authority has previously designated the Series 2010 G Bonds as “Build America Bonds” within the meaning of Section 54AA of the Internal Revenue Code of 1986, as amended (the “Code”), whereby the Series 2010 G Bonds were issued on a federally-taxable basis and (in lieu of issuing and selling separate tax credits) the Authority, contingent upon timely application therefor and compliance with certain ongoing requirements imposed by the Code, has been entitled to receive on each interest payment date a refundable credit from the United States Treasury (collectively, the “Cash Refunds”), which Cash Refunds are remitted (or paid directly) to the Public University; and

**WHEREAS**, the Series 2015 A Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on December 17, 2014 and a Trust Indenture, dated as of January 1, 2015, as amended by a First Supplement to the Trust Indenture dated as of December 1, 2015 (collectively, the “Series 2015 A Indenture”), between the Authority and U.S. Bank National Association (the “Series 2015 A Trustee”), as Trustee, *inter alia*, to (i) refund a portion of the Authority’s Series 2002 A Bonds, (ii) refund a portion of the Authority’s Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 E (the “Series 2008 E Bonds”) and (iii) finance the renovation of the existing Science Building and the construction of an addition thereto,

HVAC improvements to the John J. Moore Athletics and Fitness Center, the capital fit-out of certain leased facilities for the School of Business, the construction of Stegman Boulevard, the renovation of facilities for the Nursing Department located in Rossey Hall, and the renovation of facilities for the Public Safety Department located in Vodra Hall (collectively, the “Series 2015 A Project”); and

**WHEREAS**, the Series 2008 E Bonds were issued, *inter alia*, to (i) refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2003 A, which financed the construction of a College of Arts and Sciences Tower, replacement of the Hepburn Hall elevator, renovation of the Student Union Building, installation of fire sprinklers, replacement of chillers in Science and Rossey Halls, acquisition of equipment for the Fine Arts Building, renovation of the Information Technology Services Department, improvement of the Public University’s parking program, acquisition and renovation of a portion of an existing Public University building to house a charter high school, Science Hall lab improvements, and replacing windows, masonry and performing other capital improvements to various Public University buildings (collectively, the “Series 2003 A Project”), and which refunded a portion of the Authority’s Revenue Bonds, Jersey City State College Issue, Series 1993 H (the “Series 1993 H Bonds”), and (ii) refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2005 A, which financed various capital improvements consisting of the renovation of the Gilligan Student Union Building, the construction of a pedestrian mall on a campus service road from Audubon Avenue to Culver Avenue, the equipping and installation of a cogeneration plant, the acquisition and installation of information technology equipment for the Public University’s computer network, improvements to bring Rossey Hall into compliance with building and fire codes applicable to high rise buildings, construction of a ramp at Gilligan Student Union to meet requirements of the Americans with Disabilities Act, a water penetration project at the Gilligan Student Union, and electrical system improvements to Hepburn Hall (collectively, the “Series 2005 A Project”); and

**WHEREAS**, the Series 1993 H Bonds were issued, *inter alia*, to finance the cost of the acquisition of land, an administration building and athletic facilities at the Public University (collectively, the “Series 1993 H Project”); and

**WHEREAS**, the Series 2016 D Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on March 22, 2016 and a Trust Indenture, dated as of June 1, 2016 (the “Series 2016 D Indenture”, and collectively with the Series 2007 F Indenture, the Series 2008 E/F Indenture, the Series 2010 F/G Indenture and the Series 2015 A Indenture, the “Prior Indentures”), between the Authority and U.S. Bank National Association (the “Series 2016 D Trustee”, and collectively with the Series 2007 F Trustee, the Series 2008 E/F Trustee, the Series 2010 F/G Trustee and the Series 2015 A Trustee, the “Prior Trustees”), as Trustee, *inter alia*, to refund a portion of the Authority’s Series 2008 E Bonds; and

**WHEREAS**, the Public University has heretofore requested that the Authority issue one or more series of tax-exempt and/or taxable bonds for the purpose of refunding of all or a portion of the outstanding Series 2007 F Bonds, Series 2008 F Bonds, Series 2010 F Bonds, Series 2010 G Bonds, Series 2015 A Bonds and Series 2016 D Bonds, thereby refinancing the Series 1992 D Project, the Series 1993 H Project, the Series 1995 A Project, the Series 1998 E Project, the Series 2002 A Project, the Series 2003 A Project, the Series 2005 A Project, the Series 2006 C Project, the Series 2010 F/G Project and the Series 2015 A Project; and

**WHEREAS**, on March 24, 2020, the Authority adopted a bond resolution (the “March 2020 Bond Resolution”) authorizing the issuance of tax-exempt and taxable refunding bonds, in one or more series, in an aggregate principal amount not to exceed \$155,000,000, in order to finance, on behalf of the Public University, the costs of such proposed refunding; and

**WHEREAS**, the onset of the COVID-19 pandemic has had a substantial impact on the operations and finances of higher education institutions throughout the State, including the Public University, and has resulted in a delay in the proposed refunding on behalf of the Public University; and

**WHEREAS**, following the adoption of the March 2020 Bond Resolution, the Public University has revised its financing plans so as to, *inter alia*, reduce the amount of refunding bonds to be issued and the amount of outstanding bonds to be refunded, and to secure its rental payment obligations in respect of the refunding bonds with a pledge of certain tuition and fees of the Public University (the “Tuition and Fees Pledge”); and

**WHEREAS**, the Public University now proposes 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 tax-exempt and/or taxable bonds as described herein (collectively, the “Bonds”), entitled to the new Tuition and Fees Pledge, for the purpose of providing funds to (i) pay the cost of the refunding of all or part of the principal, sinking fund installment and/or interest requirements in respect of any or all of (A) the outstanding \$12,020,000 principal amount of the Series 2007 F Bonds, (B) the outstanding \$6,175,000 principal amount of the Series 2008 F Bonds, (C) the outstanding \$10,975,000 principal amount of the Series 2010 F Bonds, (D) the outstanding \$18,310,000 principal amount of the Series 2010 G Bonds, (E) the outstanding \$35,340,000 principal amount of the Series 2015 A Bonds and/or (F) the outstanding \$47,840,000 principal amount of the Series 2016 D Bonds (the bonds so selected, collectively, the “Bonds To Be Refunded”), thereby refinancing the Series 1992 D Project, the Series 1993 H Project, the Series 1995 A Project, the Series 1998 E Project, the Series 2002 A Project, the Series 2003 A Project, the Series 2005 A Project, the Series 2006 C Project, the Series 2010 F/G Project and/or the Series 2015 A Project, (ii) fund a debt service reserve fund for the Bonds, and (iii) pay certain costs incidental to the issuance, sale and delivery of the Bonds (collectively, the “Refunding Project”); and

**WHEREAS**, the repayment of the Bonds will be provided by a Lease and Agreement between the Authority and the Public University (the “Agreement”), pursuant to which the Authority will lease the Leased Facilities (as defined in the Agreement) to the Public University; *provided*, that the Agreement (to the extent set forth therein) shall be subject to the Prior Agreements (as defined in the Agreement), if any; and

**WHEREAS**, under the hereinafter-defined Security Agreement, the lease payment obligation of the Public University in respect of the Bonds, as well as certain other existing and future financial obligations of the Public University, will be secured by the Tuition and Fees Pledge; and

**WHEREAS**, the Bonds will be issued under and secured by a Trust Indenture (the “Trust Indenture”) to be entered into by and 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, together with other available funds, will be deposited with the respective Prior Trustees in their respective capacities as the hereinafter-defined Escrow Agents, to be held in trust for the benefit of the holders of the respective Bonds To Be Refunded, all in accordance with the provisions of the respective Prior Indentures; and

**WHEREAS**, the Public University has acknowledged that, in the event the principal amount of any Series 2010 G Bonds shall be refunded by the Bonds, the Public University may not be entitled to receive Cash Refunds in respect of such refunded Series 2010 G Bonds from and after such date as determined by the Authority’s bond counsel; 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 of the Authority staff’s recommendations with respect thereto; and

**WHEREAS**, all or a portion of the Series 2007 F Bonds, the Series 2008 F Bonds, the Series 2010 F Bonds, the Series 2010 G Bonds, the Series 2015 A Bonds and/or the Series 2016 D Bonds are expected to remain outstanding after giving effect to the refunding contemplated by the Refunding Project (collectively, the “Unrefunded Bonds”); and

**WHEREAS**, the Public University and the Authority have determined that the Unrefunded Bonds shall be secured by the Tuition and Fees Pledge on a parity basis with the Tuition and Fees Pledge securing the Bonds; and

**WHEREAS**, said Tuition and Fees Pledge will be extended by the Public University on a parity basis to the benefit of both the Bonds and the Unrefunded Bonds pursuant to a Security and Intercreditor Agreement among the Public University, the Trustee and the trustees for each respective series of the Unrefunded Bonds (the “Security Agreement”); and

**WHEREAS**, pursuant to the Security Agreement, the Public University may, from time to time and upon compliance with the provisions set forth therein, extend the benefit of the Tuition and Fees Pledge on a parity basis to certain additional indebtedness and/or payment obligations of the Public University, which may include, *inter alia*, the Public University’s payment obligations in respect of additional bonds of the Authority which may hereafter be issued for the benefit of the Public University; 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 NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY, AS FOLLOWS:**

**ARTICLE I**  
**AUTHORIZATION OF BONDS; 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 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 Public University, 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 \$50,000,000, in one or more series, in order to finance, on behalf of the Public University, the costs of the Refunding Project, in whole or in part; *provided, however*, that prior to the issuance and delivery of the Bonds, the Board of Trustees of the Public University shall have adopted a resolution authorizing the execution of the Agreement, the hereinafter-defined Purchase Contract and any commitment for a financial guaranty insurance policy insuring payment of principal of and interest on all or part of the Bonds when due, and the consummation of the transactions contemplated thereby and by this resolution. The Bonds (which may consist of one or more series of tax-exempt and/or taxable Bonds issued at the same time) shall be designated “New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, [Series 2021 A (Tax-Exempt)] [Series 2021 B (Federally Taxable)]” or such other or additional designation or designations as shall be set forth in the Trust Indenture or 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) (“Executive Order No. 26”), 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 Public University.

(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 and Executive Order No. 37 (Corzine 2006) (“Executive Order No. 37”), the Authority hereby selects Morgan Stanley & Co., LLC as the senior managing underwriter for the Bonds. Any Authorized Officer is hereby authorized to execute and deliver on behalf of the Authority one or more contracts of purchase (collectively, the “Purchase Contract”) by and among the Authority, the Public University and Morgan Stanley & Co., LLC, on behalf of itself and any other members of an underwriting syndicate headed by such firm (collectively, the “Underwriters”), in substantially the form presented to this meeting with such changes as shall be approved by any Authorized Officer, 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), for the purchase of the

Bonds at the price or prices to be agreed upon; provided, however, that the Underwriters' discount for the Bonds shall not exceed \$7.50 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 Chair, the Vice-Chair, the Executive Director, the Deputy Executive Director or the Director of Project Management or any such officer designated as "acting" or "interim" are hereby authorized to select and appoint a co-senior and/or one or more co-managing underwriters, if necessary, in connection with the financing and 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, 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, 2051. 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 8.00%. The Bonds shall be subject to redemption as provided in the Trust Indenture; *provided, however*, the redemption premium, if any, on the Bonds issued as tax-exempt bonds shall not exceed 5%, and the redemption premium, if any, on the Bonds issued as taxable bonds shall be without limitation and may be in the form of a "make-whole" redemption.

### **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 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 or any Assistant Secretary or Assistant Treasurer, and any 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 party 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 Underwriters or their agent against receipt of the purchase price or unpaid balance thereof.

### **1.5 Approval of Preliminary Official Statement and Official Statement.**

The distribution of one or more Preliminary Official Statements relating to the Bonds (a draft of which is presented to this meeting and shall be filed with the records of the Authority) (collectively, the “Preliminary Official Statement”) is hereby approved in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as approved by any 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.

Any Authorized Officer is hereby authorized and directed to execute and deliver one or more final Official Statements (collectively, 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 to the meeting at which this Resolution is adopted (a copy or copies 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 Underwriters 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 by such Authorized Officer’s execution thereof.

#### **1.7 Approval of Trust Indenture.**

The form of the Trust Indenture presented to the meeting at which this Resolution is adopted (a copy or copies 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, provisions relating to a policy of bond insurance, if any, any covenants or provisions that may be required by the Underwriters or the bond insurer, if any, and modifications to the permitted investments so as to be consistent with the Authority’s investment policies as in effect from time to time) 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 by such Authorized Officer’s execution thereof.

#### **1.8 Approval of Escrow Deposit Agreements.**

The forms of the Escrow Deposit Agreement presented to the meeting at which this Resolution is adopted (copies of which shall be filed with the records of the Authority) are 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 Escrow Deposit Agreements in substantially such forms, with such insertions and changes therein 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 by such Authorized Officer's execution thereof.

### **1.9 Approval of Security Agreement.**

The form of the Security Agreement presented to the meeting at which this Resolution is adopted (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 the extent necessary) 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 Security Agreement in substantially such form, with such insertions and changes therein 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 by such Authorized Officer's execution thereof.

### **1.10 Appointments.**

(a) The Bank of New York Mellon is hereby appointed to act as the initial Trustee, Bond Registrar and Paying Agent for the Bonds under the Trust Indenture. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Trust Indenture by the Trustee's execution and delivery thereof.

(b) The Bank of New York Mellon is hereby appointed to act as the Escrow Agent in respect of the Bonds To Be Refunded constituting the Series 2007 F Bonds, the Series 2008 F Bonds, the Series 2010 F Bonds and the Series 2010 G Bonds. Such Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by the applicable Escrow Deposit Agreement by such Escrow Agent's execution and delivery thereof.

(c) U.S. Bank National Association is hereby appointed to act as Escrow Agent in respect of the Bonds To Be Refunded constituting the Series 2015 A Bonds and the Series 2016 D Bonds. Such Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by the applicable Escrow Deposit Agreement by such Escrow Agent's execution and delivery thereof.

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

### **1.11 Book-Entry-Only 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 (“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.

### **1.12 Bond Insurance Authorized.**

Any Authorized Officer is hereby authorized to: (i) 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 Underwriters and the Attorney General of the State and with the approval of the Public University, determines that the bond insurance or a surety for the debt service reserve fund is necessary or desirable in order to market the Bonds, *provided*, that the Underwriters 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; (ii) 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); (iii) carry out the Authority’s obligations thereunder (including payment of the premium for the Policy); and (iv) 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 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.

### **1.13 Continuing Disclosure.**

Pursuant to the Agreement, the Public University 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 presented to the meeting at which this Resolution is adopted (a copy or copies 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, and shall comply with and carry out all of the obligations imposed on the Dissemination Agent under the Continuing Disclosure Agreement and the Agreement. Notwithstanding any other provision of this Resolution, the Trust Indenture or the Agreement, failure of the Public University or the Dissemination Agent to comply with the Continuing Disclosure Agreement shall not be considered an event of default under this Resolution, the Trust Indenture or the Agreement.

### **1.14 Conformance of Documents.**

Any Authorized Officer is hereby authorized and directed to approve, as Bond Counsel may advise, such changes to the forms of the Preliminary Official Statement, the Official Statement, the Purchase Contract, the Agreement, the Trust Indenture, the Escrow Deposit Agreements, the Security Agreement, the Continuing Disclosure 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, and modifications to the permitted investments so as to be consistent with the Authority's investment policies as in effect from time to time, 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 and Certain Funds.**

(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 as permitted by the Trust Indenture (the "Eligible Investments"), which may include investment agreements and repurchase agreements, in the event that such Authorized Officer determines, in consultation with and with the consent of the Public University, that it is advantageous to the Public University for the Authority to invest any proceeds of the Bonds in Eligible Investments. The form of any such investment agreement or repurchase agreement shall be as 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 Prior Indentures 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 U.S. Treasury Obligations (which qualify as permissible defeasance obligations pursuant to the Prior Indentures), in the event that such Authorized Officer of the Authority 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 of the Authority is further authorized to solicit bids for one or more float forward or escrow reinvestment agreements (a "Float Forward Agreement") and to direct the applicable Escrow Agent(s) pursuant to the applicable Escrow Agreement(s) 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 applicable Escrow Agent, shall have the right to sell U.S. Treasury Obligations to such 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 applicable Escrow 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 of the Authority, in consultation with Bond Counsel and the Attorney General of the State. An Authorized Officer of the Authority 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 of the Authority from purchasing both SLGS and open market U.S. Treasury Obligations, to the extent permitted by law. Bond Counsel, the applicable Escrow Agent(s) and the Public University's financial advisor, NW Financial Group, LLC, are each 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 as selected by the Public University, in consultation with the Authority, the Public University's financial advisor and the Underwriters.

(b) The Authorized Officers are hereby authorized and directed to execute and deliver such other documents, certificates, directions and notices, and to take such other action as may be necessary or appropriate in order: (i) to effectuate the financing of the Refunding Project and the refunding and redemption of the Bonds To Be Refunded; (ii) to effectuate the execution and delivery of the Purchase Contract, the Agreement, the Trust Indenture, the Escrow Deposit Agreements, the Security Agreement and the Official Statement, and the issuance, sale and delivery of the Bonds, including, without limitation, documents necessary to effectuate the issuance, sale and delivery of the Bonds; (iii) to implement the DTC book-entry only system for the Bonds; (iv) to maintain the tax-exempt status of the interest on the Bonds (to the extent such Bonds are to be issued on a tax-exempt basis) and the Bonds To Be Refunded (to the extent such Bonds To Be Refunded were originally issued on a tax-exempt basis) (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 thereunder); (v) to effectuate the execution and delivery of any Float Forward Agreement; and (vi) in the event the principal amount of any Series 2010 G Bonds shall be refunded by the Bonds, to effectuate and/or recognize the termination of the Cash Refunds in respect of such refunded Series 2010 G Bonds accruing from and after such date as determined by the Authority's bond counsel.

(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, or convey such property to, the Public University 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 as provided for under the Act.

\_\_\_\_\_ Mr. Feeney \_\_\_ 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:** Ridgeley Hutchinson  
Louis Rodriguez  
Brian Bridges  
Elizabeth Maher Muoio (represented by Ryan Feeney)

**NAY:** None

**ABSTAIN:** None

**ABSENT:** None

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

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**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**AMENDED AND RESTATED RESOLUTION AUTHORIZING THE  
ISSUANCE OF NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
REVENUE REFUNDING BONDS, NEW JERSEY CITY UNIVERSITY  
ISSUES, SERIES 2021 A (TAX-EXEMPT) AND SERIES 2021 B  
(FEDERALLY TAXABLE)**

Adopted: February 23, 2021

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**AMENDED AND RESTATED RESOLUTION AUTHORIZING THE ISSUANCE OF NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY REVENUE REFUNDING BONDS, NEW JERSEY CITY UNIVERSITY ISSUES, SERIES 2021 A (TAX-EXEMPT) AND SERIES 2021 B (FEDERALLY TAXABLE)**

**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, *inter alia*, its \$17,910,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2007 F, currently outstanding in the aggregate principal amount of \$12,020,000 (the “Series 2007 F Bonds”), its \$6,175,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F (Federally Taxable), currently outstanding in the aggregate principal amount of \$6,175,000 (the “Series 2008 F Bonds”), its \$24,065,000 Revenue Bonds, New Jersey City University Issue, Series 2010 F (Tax-Exempt), currently outstanding in the aggregate principal amount of \$10,975,000 (the “Series 2010 F Bonds”), its \$18,310,000 Revenue Bonds, New Jersey City University Issue, Series 2010 G (Build America Bonds – Direct Payment), currently outstanding in the aggregate principal amount of \$18,310,000 (the “Series 2010 G Bonds”), its \$35,340,000 Revenue Bonds, New Jersey City University Issue, Series 2015 A, currently outstanding in the aggregate principal amount of \$35,340,000 (the “Series 2015 A Bonds”), and its \$52,075,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2016 D, currently outstanding in the aggregate principal amount of \$47,840,000 (the “Series 2016 D Bonds”), all on behalf of New Jersey City University (the “Public University”); and

**WHEREAS**, the Series 2007 F Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on February 28, 2007 and a Trust Indenture, dated as of April 1, 2007 (the “Series 2007 F Indenture”), between the Authority and The Bank of New York Mellon, as successor to The Bank of New York (the “Series 2007 F Trustee”), as Trustee, *inter alia*, to (i) refund a portion of the Authority’s Revenue Bonds, Jersey City State College Issue, Series 1998 E, which were issued to finance the renovation of Forrest A. Irwin Hall, the University’s main library, and Fries Hall, an academic building (collectively, the “Series 1998 E Project”), (ii) refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 1999 B (the “Series 1999 B Bonds”) and (iii) refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2002 A (the “Series 2002 A Bonds”), which financed the construction of a fine arts building and various parking improvements, the upgrade of the fire protection systems and the institution of “campus card” technology (collectively, the “Series 2002 A Project”); and

**WHEREAS**, the Series 1999 B Bonds were issued, *inter alia*, to (i) refund a portion of the Authority’s Revenue Bonds, Jersey City State College Issue, Series 1992 D (the “Series 1992 D Bonds”), which financed the construction and equipping of an academic building and an athletic and recreation center (collectively, the “Series 1992 D Project”) and (ii) refund a portion of the Authority’s Revenue Bonds, Jersey City State College Issue, Series 1995 A (the “Series 1995 A Bonds”), which financed the acquisition of land adjacent to the Public University and the buildings thereon for use as a parking, a storage and a maintenance facility and an academic building (collectively, the “Series 1995 A Project”); and

**WHEREAS**, the Series 2008 F Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on February 27, 2008, as amended on March 31, 2008, and a Trust Indenture, dated as of April 1, 2008 (the “Series 2008 E/F Indenture”), between the Authority and The Bank of New York Mellon, as successor to The Bank of New York (the “Series 2008 E/F Trustee”), as Trustee, *inter alia*, to refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2006 C (Federally Taxable) (the “Series 2006 C Bonds”); and

**WHEREAS**, the Series 2006 C Bonds were issued, *inter alia*, to (i) refund a portion of the Authority’s Series 1999 B Bonds, which refunded portions of the Authority’s Series 1992 D Bonds and Series 1995 A Bonds, and (ii) refinance a bank loan which financed the acquisition of fee simple title to certain land purchased by the University (the “Series 2006 C Project”); and

**WHEREAS**, the Series 2010 F Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on May 25, 2010 (the “Series 2010 F/G Bond Resolution”) and a Trust Indenture, dated as of September 1, 2010 (the “Series 2010 F/G Indenture”), between the Authority and The Bank of New York Mellon (the “Series 2010 F/G Trustee”), as Trustee, *inter alia*, to (i) refund a portion of the Authority’s Series 1999 B Bonds and (ii) finance a portion of the costs of the acquisition, construction, renovation and installation of certain capital assets located on the Public University’s campus, including, but not limited to, the renovation and repair of various Public University buildings and other facilities (collectively, the “Series 2010 F/G Project”); and

**WHEREAS**, the Series 2010 G Bonds were issued under the terms and provisions of the Series 2010 F/G Bond Resolution and the Series 2010 F/G Indenture, *inter alia*, to finance a portion of the costs of the Series 2010 F/G Project; and

**WHEREAS**, the Authority has previously designated the Series 2010 G Bonds as “Build America Bonds” within the meaning of Section 54AA of the Internal Revenue Code of 1986, as amended (the “Code”), whereby the Series 2010 G Bonds were issued on a federally-taxable basis and (in lieu of issuing and selling separate tax credits) the Authority, contingent upon timely application therefor and compliance with certain ongoing requirements imposed by the Code, has been entitled to receive on each interest payment date a refundable credit from the United States Treasury (collectively, the “Cash Refunds”), which Cash Refunds are remitted (or paid directly) to the Public University; and

**WHEREAS**, the Series 2015 A Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on December 17, 2014 and a Trust Indenture, dated as of January 1, 2015, as amended by a First Supplement to the Trust Indenture dated as of December 1, 2015 (collectively, the “Series 2015 A Indenture”), between the Authority and U.S. Bank National Association (the “Series 2015 A Trustee”), as Trustee, *inter alia*, to (i) refund a portion of the Authority’s Series 2002 A Bonds, (ii) refund a portion of the Authority’s Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 E (the “Series 2008 E Bonds”) and (iii) finance the renovation of the existing Science Building and the construction of an addition thereto, HVAC improvements to the John J. Moore Athletics and Fitness Center, the capital fit-out of certain leased facilities for the School of Business, the construction of Stegman Boulevard, the renovation of facilities for the Nursing Department located in Rossey Hall, and the renovation of facilities for the Public Safety Department located in Vodra Hall (collectively, the “Series 2015 A Project”); and

**WHEREAS**, the Series 2008 E Bonds were issued, *inter alia*, to (i) refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2003 A, which financed the construction of a College of Arts and Sciences Tower, replacement of the Hepburn Hall elevator, renovation of the Student Union Building, installation of fire sprinklers, replacement of chillers in Science and Rossey Halls, acquisition of equipment for the Fine Arts Building, renovation of the Information Technology Services Department, improvement of the Public University’s parking program, acquisition and renovation of a portion of an existing Public University building to house a charter high school, Science Hall lab improvements, and replacing windows, masonry and performing other capital improvements to various Public University buildings (collectively, the “Series 2003 A Project”), and which refunded a portion of the Authority’s Revenue Bonds, Jersey City State College Issue, Series 1993 H (the “Series 1993 H Bonds”), and (ii) refund a portion of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2005 A, which financed various capital improvements consisting of the renovation of the Gilligan Student Union Building, the construction of a pedestrian mall on a campus service road from Audubon Avenue to Culver Avenue, the equipping and installation of a cogeneration plant, the acquisition and installation of information technology equipment for the Public University’s computer network, improvements to bring Rossey Hall into compliance with building and fire codes applicable to high rise buildings, construction of a ramp at Gilligan Student Union to meet requirements of the Americans with Disabilities Act, a water penetration project at the Gilligan Student Union, and electrical system improvements to Hepburn Hall (collectively, the “Series 2005 A Project”); and

**WHEREAS**, the Series 1993 H Bonds were issued, *inter alia*, to finance the cost of the acquisition of land, an administration building and athletic facilities at the Public University (collectively, the “Series 1993 H Project”); and

**WHEREAS**, the Series 2016 D Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on March 22, 2016 and a Trust Indenture, dated as of June 1, 2016 (the “Series 2016 D Indenture”, and collectively with the Series 2007 F Indenture, the Series 2008 E/F Indenture, the Series 2010 F/G Indenture and the Series 2015 A Indenture, the “Prior Indentures”), between the Authority and U.S. Bank National Association (the “Series 2016 D Trustee”, and collectively with the Series 2007 F Trustee, the Series 2008 E/F Trustee, the Series 2010 F/G Trustee and the Series 2015 A Trustee, the “Prior Trustees”), as Trustee, *inter alia*, to refund a portion of the Authority’s Series 2008 E Bonds; and

**WHEREAS**, the Public University has heretofore requested that the Authority issue one or more series of tax-exempt and/or taxable bonds for the purpose of refunding of all or a portion of the outstanding Series 2007 F Bonds, Series 2008 F Bonds, Series 2010 F Bonds, Series 2010 G Bonds, Series 2015 A Bonds and Series 2016 D Bonds, thereby refinancing the Series 1992 D Project, the Series 1993 H Project, the Series 1995 A Project, the Series 1998 E Project, the Series 2002 A Project, the Series 2003 A Project, the Series 2005 A Project, the Series 2006 C Project, the Series 2010 F/G Project and the Series 2015 A Project; and

**WHEREAS**, on March 24, 2020, the Authority adopted a bond resolution (the “March 2020 Bond Resolution”) authorizing the issuance of tax-exempt and taxable refunding bonds, in one or more series, in an aggregate principal amount not to exceed \$155,000,000, in order to finance, on behalf of the Public University, the costs of such proposed refunding; and

**WHEREAS**, the onset of the COVID-19 pandemic has had a substantial impact on the operations and finances of higher education institutions throughout the State, including the Public University, and has resulted in a delay in the proposed refunding on behalf of the Public University; and

**WHEREAS**, following the adoption of the March 2020 Bond Resolution, the Public University has revised its financing plans so as to, *inter alia*, reduce the amount of refunding bonds to be issued and the amount of outstanding bonds to be refunded, and to secure its rental payment obligations in respect of the refunding bonds with a pledge of certain tuition and fees of the Public University (the “Tuition and Fees Pledge”); and

**WHEREAS**, the Public University now proposes 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 tax-exempt and/or taxable bonds as described herein (collectively, the “Bonds”), entitled to the new Tuition and Fees Pledge, for the purpose of providing funds to (i) pay the cost of the refunding of all or part of the principal, sinking fund installment and/or interest requirements in respect of any or all of (A) the outstanding \$12,020,000 principal amount of the Series 2007 F Bonds, (B) the outstanding \$6,175,000 principal amount of the Series 2008 F Bonds, (C) the outstanding \$10,975,000 principal amount of the Series 2010 F Bonds, (D) the outstanding \$18,310,000 principal amount of the Series 2010 G Bonds, (E) the outstanding \$35,340,000 principal amount of the Series 2015 A Bonds and/or (F) the outstanding \$47,840,000 principal amount of the Series 2016 D Bonds (the bonds so selected, collectively, the “Bonds To Be Refunded”), thereby refinancing the Series 1992 D Project, the Series 1993 H Project, the Series 1995 A Project, the Series 1998 E Project, the Series 2002 A Project, the Series 2003 A Project, the Series 2005 A Project, the Series 2006 C Project, the Series 2010 F/G Project and/or the Series 2015 A Project, (ii) fund a debt service reserve fund for the Bonds, and (iii) pay certain costs incidental to the issuance, sale and delivery of the Bonds (collectively, the “Refunding Project”); and

**WHEREAS**, the repayment of the Bonds will be provided by a Lease and Agreement between the Authority and the Public University (the “Agreement”), pursuant to which the Authority will lease the Leased Facilities (as defined in the Agreement) to the Public University; *provided*, that the Agreement (to the extent set forth therein) shall be subject to the Prior Agreements (as defined in the Agreement), if any; and

**WHEREAS**, under the hereinafter-defined Security Agreement, the lease payment obligation of the Public University in respect of the Bonds, as well as certain other existing and future financial obligations of the Public University, will be secured by the Tuition and Fees Pledge; and

**WHEREAS**, the Bonds will be issued under and secured by a Trust Indenture (the “Trust Indenture”) to be entered into by and 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, together with other available funds, will be deposited with the respective Prior Trustees in their respective capacities as the hereinafter-defined Escrow Agents, to be held in trust for the benefit of the holders of the respective Bonds To Be Refunded, all in accordance with the provisions of the respective Prior Indentures; and

**WHEREAS**, the Public University has acknowledged that, in the event the principal amount of any Series 2010 G Bonds shall be refunded by the Bonds, the Public University may not be entitled to receive Cash Refunds in respect of such refunded Series 2010 G Bonds from and after such date as determined by the Authority's bond counsel; 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 of the Authority staff's recommendations with respect thereto; and

**WHEREAS**, all or a portion of the Series 2007 F Bonds, the Series 2008 F Bonds, the Series 2010 F Bonds, the Series 2010 G Bonds, the Series 2015 A Bonds and/or the Series 2016 D Bonds are expected to remain outstanding after giving effect to the refunding contemplated by the Refunding Project (collectively, the "Unrefunded Bonds"); and

**WHEREAS**, the Public University and the Authority have determined that the Unrefunded Bonds shall be secured by the Tuition and Fees Pledge on a parity basis with the Tuition and Fees Pledge securing the Bonds; and

**WHEREAS**, said Tuition and Fees Pledge will be extended by the Public University on a parity basis to the benefit of both the Bonds and the Unrefunded Bonds pursuant to a Security and Intercreditor Agreement among the Public University, the Trustee and the trustees for each respective series of the Unrefunded Bonds (the "Security Agreement"); and

**WHEREAS**, pursuant to the Security Agreement, the Public University may, from time to time and upon compliance with the provisions set forth therein, extend the benefit of the Tuition and Fees Pledge on a parity basis to certain additional indebtedness and/or payment obligations of the Public University, which may include, *inter alia*, the Public University's payment obligations in respect of additional bonds of the Authority which may hereafter be issued for the benefit of the Public University; 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 NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY, AS FOLLOWS:**

**ARTICLE I**  
**AUTHORIZATION OF BONDS; 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 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 Public University, 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 \$50,000,000, in one or more series, in order to finance, on behalf of the Public University, the costs of the Refunding Project, in whole or in part; *provided, however*, that prior to the issuance and delivery of the Bonds, the Board of Trustees of the Public University shall have adopted a resolution authorizing the execution of the Agreement, the hereinafter-defined Purchase Contract and any commitment for a financial guaranty insurance policy insuring payment of principal of and interest on all or part of the Bonds when due, and the consummation of the transactions contemplated thereby and by this resolution. The Bonds (which may consist of one or more series of tax-exempt and/or taxable Bonds issued at the same time) shall be designated “New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, [Series 2021 A (Tax-Exempt)] [Series 2021 B (Federally Taxable)]” or such other or additional designation or designations as shall be set forth in the Trust Indenture or 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) (“Executive Order No. 26”), 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 Public University.

(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 and Executive Order No. 37 (Corzine 2006) (“Executive Order No. 37”), the Authority hereby selects Morgan Stanley & Co., LLC as the senior managing underwriter for the Bonds. Any Authorized Officer is hereby authorized to execute and deliver on behalf of the Authority one or more contracts of purchase (collectively, the “Purchase Contract”) by and among the Authority, the Public University and Morgan Stanley & Co., LLC, on behalf of itself and any other members of an underwriting syndicate headed by such firm (collectively, the “Underwriters”), in substantially the form presented to this meeting with such changes as shall be approved by any Authorized Officer, 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), for the purchase of the

Bonds at the price or prices to be agreed upon; provided, however, that the Underwriters' discount for the Bonds shall not exceed \$7.50 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 Chair, the Vice-Chair, the Executive Director, the Deputy Executive Director or the Director of Project Management or any such officer designated as "acting" or "interim" are hereby authorized to select and appoint a co-senior and/or one or more co-managing underwriters, if necessary, in connection with the financing and 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, 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, 2051. 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 8.00%. The Bonds shall be subject to redemption as provided in the Trust Indenture; *provided, however*, the redemption premium, if any, on the Bonds issued as tax-exempt bonds shall not exceed 5%, and the redemption premium, if any, on the Bonds issued as taxable bonds shall be without limitation and may be in the form of a "make-whole" redemption.

### **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 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 or any Assistant Secretary or Assistant Treasurer, and any 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 party 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 Underwriters or their agent against receipt of the purchase price or unpaid balance thereof.

### **1.5 Approval of Preliminary Official Statement and Official Statement.**

The distribution of one or more Preliminary Official Statements relating to the Bonds (a draft of which is presented to this meeting and shall be filed with the records of the Authority) (collectively, the “Preliminary Official Statement”) is hereby approved in substantially such form, with such insertions, deletions and changes therein and any supplements thereto as approved by any 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.

Any Authorized Officer is hereby authorized and directed to execute and deliver one or more final Official Statements (collectively, 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 to the meeting at which this Resolution is adopted (a copy or copies 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 Underwriters 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 by such Authorized Officer’s execution thereof.

#### **1.7 Approval of Trust Indenture.**

The form of the Trust Indenture presented to the meeting at which this Resolution is adopted (a copy or copies 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, provisions relating to a policy of bond insurance, if any, any covenants or provisions that may be required by the Underwriters or the bond insurer, if any, and modifications to the permitted investments so as to be consistent with the Authority’s investment policies as in effect from time to time) 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 by such Authorized Officer’s execution thereof.

#### **1.8 Approval of Escrow Deposit Agreements.**

The forms of the Escrow Deposit Agreement presented to the meeting at which this Resolution is adopted (copies of which shall be filed with the records of the Authority) are 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 Escrow Deposit Agreements in substantially such forms, with such insertions and changes therein 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 by such Authorized Officer's execution thereof.

### **1.9 Approval of Security Agreement.**

The form of the Security Agreement presented to the meeting at which this Resolution is adopted (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 the extent necessary) 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 Security Agreement in substantially such form, with such insertions and changes therein 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 by such Authorized Officer's execution thereof.

### **1.10 Appointments.**

(a) The Bank of New York Mellon is hereby appointed to act as the initial Trustee, Bond Registrar and Paying Agent for the Bonds under the Trust Indenture. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Trust Indenture by the Trustee's execution and delivery thereof.

(b) The Bank of New York Mellon is hereby appointed to act as the Escrow Agent in respect of the Bonds To Be Refunded constituting the Series 2007 F Bonds, the Series 2008 F Bonds, the Series 2010 F Bonds and the Series 2010 G Bonds. Such Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by the applicable Escrow Deposit Agreement by such Escrow Agent's execution and delivery thereof.

(c) U.S. Bank National Association is hereby appointed to act as Escrow Agent in respect of the Bonds To Be Refunded constituting the Series 2015 A Bonds and the Series 2016 D Bonds. Such Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by the applicable Escrow Deposit Agreement by such Escrow Agent's execution and delivery thereof.

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

### **1.11 Book-Entry-Only 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 (“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.

### **1.12 Bond Insurance Authorized.**

Any Authorized Officer is hereby authorized to: (i) 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 Underwriters and the Attorney General of the State and with the approval of the Public University, determines that the bond insurance or a surety for the debt service reserve fund is necessary or desirable in order to market the Bonds, *provided*, that the Underwriters 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; (ii) 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); (iii) carry out the Authority’s obligations thereunder (including payment of the premium for the Policy); and (iv) 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 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.

### **1.13 Continuing Disclosure.**

Pursuant to the Agreement, the Public University 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 presented to the meeting at which this Resolution is adopted (a copy or copies 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, and shall comply with and carry out all of the obligations imposed on the Dissemination Agent under the Continuing Disclosure Agreement and the Agreement. Notwithstanding any other provision of this Resolution, the Trust Indenture or the Agreement, failure of the Public University or the Dissemination Agent to comply with the Continuing Disclosure Agreement shall not be considered an event of default under this Resolution, the Trust Indenture or the Agreement.

### **1.14 Conformance of Documents.**

Any Authorized Officer is hereby authorized and directed to approve, as Bond Counsel may advise, such changes to the forms of the Preliminary Official Statement, the Official Statement, the

Purchase Contract, the Agreement, the Trust Indenture, the Escrow Deposit Agreements, the Security Agreement, the Continuing Disclosure 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, and modifications to the permitted investments so as to be consistent with the Authority's investment policies as in effect from time to time, 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 and Certain Funds.

(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 as permitted by the Trust Indenture (the "Eligible Investments"), which may include investment agreements and repurchase agreements, in the event that such Authorized Officer determines, in consultation with and with the consent of the Public University, that it is advantageous to the Public University for the Authority to invest any proceeds of the Bonds in Eligible Investments. The form of any such investment agreement or repurchase agreement shall be as 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 Prior Indentures 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 U.S. Treasury Obligations (which qualify as permissible defeasance obligations pursuant to the Prior Indentures), in the event that such Authorized Officer of the Authority 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 of the Authority is further authorized to solicit bids for one or more float forward or escrow reinvestment agreements (a "Float Forward Agreement") and to direct the applicable Escrow Agent(s) pursuant to the applicable Escrow Agreement(s) 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 applicable Escrow Agent, shall have the right to sell U.S. Treasury Obligations to such 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 applicable Escrow 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 of the Authority, in consultation with Bond Counsel and the Attorney General of the State. An Authorized Officer of the Authority 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 of the Authority from

purchasing both SLGS and open market U.S. Treasury Obligations, to the extent permitted by law. Bond Counsel, the applicable Escrow Agent(s) and the Public University's financial advisor, NW Financial Group, LLC, are each 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 as selected by the Public University, in consultation with the Authority, the Public University's financial advisor and the Underwriters.

(b) The Authorized Officers are hereby authorized and directed to execute and deliver such other documents, certificates, directions and notices, and to take such other action as may be necessary or appropriate in order: (i) to effectuate the financing of the Refunding Project and the refunding and redemption of the Bonds To Be Refunded; (ii) to effectuate the execution and delivery of the Purchase Contract, the Agreement, the Trust Indenture, the Escrow Deposit Agreements, the Security Agreement and the Official Statement, and the issuance, sale and delivery of the Bonds, including, without limitation, documents necessary to effectuate the issuance, sale and delivery of the Bonds; (iii) to implement the DTC book-entry only system for the Bonds; (iv) to maintain the tax-exempt status of the interest on the Bonds (to the extent such Bonds are to be issued on a tax-exempt basis) and the Bonds To Be Refunded (to the extent such Bonds To Be Refunded were originally issued on a tax-exempt basis) (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 thereunder); (v) to effectuate the execution and delivery of any Float Forward Agreement; and (vi) in the event the principal amount of any Series 2010 G Bonds shall be refunded by the Bonds, to effectuate and/or recognize the termination of the Cash Refunds in respect of such refunded Series 2010 G Bonds accruing from and after such date as determined by the Authority's bond counsel.

(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, or convey such property to, the Public University 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 as provided for under the Act.

\_\_\_\_\_ moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by \_\_\_\_\_ and upon roll call the following members voted:

**AYE:**

**NAY:**

**ABSTAIN:**

**ABSENT:**

**CONTINUING DISCLOSURE AGREEMENT**

**BY AND BETWEEN**

**NEW JERSEY CITY UNIVERSITY**

**AND**

**THE BANK OF NEW YORK MELLON,  
AS DISSEMINATION AGENT**

**Dated as of March \_\_, 2021**

Entered into with respect to the

New Jersey Educational Facilities Authority  
\$ \_\_\_\_\_ Revenue Refunding Bonds, New Jersey City University Issue,  
Series 2021 A (Tax-Exempt)  
\$ \_\_\_\_\_ Revenue Refunding Bonds, New Jersey City University Issue,  
Series 2021 B (Federally Taxable)

## CONTINUING DISCLOSURE AGREEMENT

**THIS CONTINUING DISCLOSURE AGREEMENT** (the “Agreement”), made and entered into as of March \_\_, 2021 by and between **NEW JERSEY CITY UNIVERSITY**, a public institution of higher education located in the State of New Jersey (the “Public University”), and **THE BANK OF NEW YORK MELLON**, a banking corporation organized and existing under the laws of the State of New York (the “Dissemination Agent” or “Trustee”).

### WITNESSETH:

**WHEREAS**, on the date hereof the New Jersey Educational Facilities Authority, a 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 (hereinafter referred to as the “Authority”) is issuing its Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A, dated March \_\_, 2021, in the aggregate principal amount of \$\_\_\_\_\_ (the “Series 2021 A Bonds”) and its Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable), dated March \_\_, 2021, in the aggregate principal amount of \$\_\_\_\_\_ (the “Series 2021 B Bonds”); and

**WHEREAS**, the Series 2021 A Bonds and the Series 2021 B Bonds (collectively, the “Bonds”) are being issued pursuant to the Authority’s Bond Resolution adopted on February 23, 2021 (the “Resolution”), and a Trust Indenture dated as of March 1, 2021 (the “Trust Indenture”) by and between the Authority and the Trustee; and

**WHEREAS**, the Public University and the Authority have entered into a Lease and Agreement dated as of March \_\_ 1, 2021 with respect to certain educational facilities refinanced with proceeds of the Bonds (the “Lease and Agreement”), whereby the Authority has leased certain educational facilities to the Public University and the Public University 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 (as defined herein) 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.*) (the “Securities Exchange Act”), 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 Public University have determined that the Public University is an “obligated person” with respect to the Bonds within the meaning of Rule 15c2-12 and, in order to enable a “participating underwriter” (as such term is defined in 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 to include two (2) additional disclosure events that must be included in any continuing disclosure agreements entered into on or after February 27, 2019, 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 February \_\_, 2021, the Authority and the Public University entered into a Contract of Purchase with Morgan Stanley & Co. LLC, 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 Public University 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 Public University and the Dissemination Agent 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 Public University 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, 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(d).

“Dissemination Agent” means The Bank of New York Mellon, acting in its capacity as Dissemination Agent under this Agreement, or any successor Dissemination Agent designated in writing by the Public University 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 March \_\_, 2021 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 Public University (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. The Annual Report shall contain audited Financial Statements, if audited Financial Statements are then available. If audited Financial Statements are not available at the time the Annual Report is filed, then the Annual Report shall contain unaudited Financial Statements, and audited Financial Statements shall thereafter be provided as required by Section 2.1(c) hereof.

“Fiscal Year” means the fiscal year of the Public University. As of the date of this Agreement, the Fiscal Year of the Public University 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.

“Operating Data” means the financial and statistical information of the Public University of the type included in Appendix A to the Final Official Statement under the headings “Faculty”, “Admissions and Enrollment”, “Degrees Conferred”, “Tuition and Fees”, “Student Financial Assistance”, “University Financial Summary”, “Cash and Investments and Liquidity”, “State Appropriations”, “Foundation Financial Summary” and “Outstanding Debt”.

“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 Article I 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 Public University performs any obligations, mentioned in the passage in which such term appears.

The headings of this Agreement are for convenience only and shall not define or limit the provisions hereof.

## ARTICLE 2

### CONTINUING DISCLOSURE COVENANTS AND REPRESENTATIONS

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

(a) not later than December 27<sup>th</sup> following the end of each Fiscal Year, commencing with the Fiscal Year of the Public University ending June 30, 2021, an Annual Report to the MSRB through EMMA, to the Trustee and to the Authority, and if the Fiscal Year of the Public University should 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 of each year 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;

(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 Public University;

(d) in a timely manner not in excess of ten (10) Business Days after the occurrence of the Disclosure Event (as defined herein), to the MSRB through EMMA, to the Trustee and to the Authority, notice of any of the following 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 of the Bonds;
- (x) release, substitution or sale of property securing repayment of the Bonds, if material;
- (xi) rating changes relating to the Bonds;
- (xii) bankruptcy, insolvency, receivership or similar events of the Public University, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Public University 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 Public University, 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 Public University;
- (xiii) the consummation of a merger, consolidation, or acquisition involving the Public University or the sale of all or substantially all of the assets of the Public University, 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 for the Bonds, or the change of name of a trustee for the Bonds, if material;
- (xv) incurrence of a Financial Obligation of the Public University, 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 Public University, if any such event reflects financial difficulties.

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

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

(a) Financial Statements shall be prepared according to 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 Public University or related public entities which are available to the public on the MSRB's Internet Web site 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 Public University 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 Public University agrees that each Annual Report, each Disclosure Event Notice and each notice pursuant to subsections 2.1(a), 2.1(c), 2.1(d) and 2.1(e) 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 Public University has determined it necessary to report the occurrence of a Disclosure Event, the Public University or Dissemination Agent (if the Dissemination Agent has received notice from the Public University of a Disclosure Event) shall in a timely manner not in excess of ten 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 Public University 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 Public University or the Dissemination Agent shall file a copy of each Disclosure Event Notice with the Authority and the Trustee (if the Dissemination Agent is not 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 Public University, 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.

(c) The Dissemination Agent (i) shall have no duty to review any Financial Statements or Annual Reports, (ii) is not considered to have notice of (A) the content of such Financial Statements or Annual Reports or (B) a default or Event of Default based on the content of such Financial Statements or Annual Reports, and (iii) shall have no duty to verify the accuracy of such Financial Statements or Annual Reports.

(d) Article VIII of the Indenture, as it relates to the Trustee, is hereby made applicable to the responsibilities, duties, immunities and liabilities of the Dissemination Agent under this Agreement.

Section 2.6. Appointment, Removal and Resignation of Dissemination Agent.

(a) The Public University 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 Public University hereby appoints The Bank of New York Mellon as Dissemination Agent and The Bank of New York Mellon hereby accepts such appointment.

(b) The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement, and, to the extent permitted by law, the Public University agrees to indemnify and hold the Dissemination Agent and its officers, directors, employees and agents harmless against any loss, expense or liability it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liability due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Public University under this Section 2.6(b) shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(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 Public University 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 Public University 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 Public University 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 Public University and any of the officers, agents and employees of the Public University which is necessary or desirable to enforce the specific performance and observance of any obligation, agreement or covenant of the Public University under this Agreement and may compel the Public University 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 Public University, 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 Public University, 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 Public University 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 Public University 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 Public University 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 Public University 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 Public University'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 Public University 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 Public University, the Indemnified Parties shall promptly notify the Public University in writing; provided, however, that the failure on the part of the Indemnified Party to give such notification shall not relieve the Public University from its obligation under this Section 4.3. Upon receipt of such notification, the Public University 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. 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 Public University, 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 Public University. The Public University 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 Public University or if there be a final judgment for the plaintiff in any such action with or without written consent, the Public University 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 Public University 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 Public University's performance of its obligations, agreements and covenants under this Agreement; and further provided, with respect to the Trustee, 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 Public University 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 Public University 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 Public University 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 Public University 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 Public University, addressed to it at the office of the Vice President of Administration and Finance, 2039 Kennedy Boulevard, Jersey City, New Jersey 07305-1597 (facsimile (973) 200-2323); and in the case of the Trustee or Dissemination Agent, addressed to it at its designated corporate trust office at The Bank of New York Mellon, 385 Rifle Camp Road, 3<sup>rd</sup> Floor, Woodland Park, New Jersey 07424, Attention: Corporate Trust Administration (facsimile (973) 357-7840); 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 Public University 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 covenants and agreements of the Public University hereunder for the benefit of the Bondholders, or to surrender any right or power conferred upon the Public University 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 Public University or to reflect changes in the identity, nature or status of the Public University or in the business, structure or operations of the Public University or any mergers, consolidations, acquisitions or dispositions made by or affecting the Public University; 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 Public University 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 Public University shall provide, or cause the Dissemination Agent to provide, to the MSRB through EMMA, notice of any such amendment or modification.

(d) The Public University 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 Public University to the effect that such amendments or modifications comply with the conditions and provisions of this Section.

Section 4.10. Amendments Required by Rule 15c2-12. The Public University 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 by the Underwriter of an opinion of counsel nationally recognized as expert in federal securities law acceptable to the Public University 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 Public University 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.

Section 4.11. Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State. The parties agree that the Public University 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 Public University's Continuing Disclosure Obligations. The continuing obligation of the Public University 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 Public University 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 Public University provides, or causes the Dissemination Agent to provide, to the MSRB through EMMA written 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](http://www.elec.state.nj.us).

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

Section 4.15. Prior Undertakings. Except as otherwise described in the Final Official Statement, the Public University has not failed during the previous five (5) years to comply in any material respect with any prior continuing disclosure undertaking made by it in accordance with Rule 15c2-12.

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.

**{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}**

**IN WITNESS WHEREOF, NEW JERSEY CITY UNIVERSITY and THE BANK OF NEW YORK MELLON** have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**NEW JERSEY CITY UNIVERSITY**

By: \_\_\_\_\_

**THE BANK OF NEW YORK MELLON,  
AS DISSEMINATION AGENT**

By: \_\_\_\_\_  
Janet M. Russo  
Vice President

**LEASE AND AGREEMENT**

**BY AND BETWEEN**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**AND**

**NEW JERSEY CITY UNIVERSITY**

**DATED AS OF MARCH 1, 2021**

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## LEASE AND AGREEMENT

### NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY TO NEW JERSEY CITY UNIVERSITY

**THIS LEASE AND AGREEMENT (THIS “AGREEMENT”), MADE AS OF MARCH 1, 2021, BY AND BETWEEN THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY (THE “AUTHORITY”) AND NEW JERSEY CITY UNIVERSITY (THE “PUBLIC UNIVERSITY”)**

#### WITNESSETH:

**WHEREAS**, the Authority has, on behalf of the Public University, heretofore issued, *inter alia*, its Revenue Refunding Bonds, New Jersey City University Issue, Series 2007 F (the “Series 2007 F Bonds”), its Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F (the “Series 2008 F Bonds”), its Revenue Bonds, New Jersey City University Issue, Series 2010 F (Tax-Exempt) (the “Series 2010 F Bonds”), its Revenue Bonds, New Jersey City University Issue, Series 2010 G (Build America Bonds – Direct Payment) (the “Series 2010 G Bonds”), its Revenue Bonds, New Jersey City University Issue, Series 2015 A (the “Series 2015 A Bonds”) and its Revenue Refunding Bonds, New Jersey City University Issue, Series 2016 D (the “Series 2016 D Bonds”); and

**WHEREAS**, the Public University has determined it is necessary and advisable to undertake (i) a project consisting of the tax-exempt current refunding of certain of the outstanding Series 2010 F Bonds, together with funding of a debt service reserve account and payment of certain costs incidental to the sale and issuance of the hereinafter-defined Series 2021 A Bonds (collectively, the “Series 2021 A Refunding Project”); and (ii) a project consisting of the taxable refunding of certain of the outstanding Series 2007 F Bonds, all of the outstanding Series 2008 F Bonds and certain of the outstanding Series 2016 D Bonds and payment of the interest due on July 1, 2021 on certain of the Series 2016 D Bonds, together with funding of a debt service reserve account and payment of certain costs incidental to the sale and issuance of the hereinafter-defined Series 2021 B Bonds (collectively, the “Series 2021 B Refunding Project” and, collectively with the Series 2021 A Refunding Project, the “Project”); and

**WHEREAS**, pursuant to an amended and restated Resolution duly adopted on \_\_\_\_\_, 2021 (the “Resolution”), the Authority determined that it was necessary and in keeping with its authorized purposes to issue (i) a series of bonds to be designated “New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt)” (the “Series 2021 A Bonds”) for the purpose of providing funds to finance the Series 2021 A Refunding Project, and (ii) a series of bonds to be designated “New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable) (the “Series 2021 B Bonds” and, collectively with the Series 2021 A Bonds, the “Bonds”), for the purpose of providing funds to finance the Series 2021 B Refunding Project, in each case pursuant to the terms of a Trust Indenture, dated as of March 1,

2021 (the “Indenture”), by and between the Authority and The Bank of New York Mellon, as trustee; and

**WHEREAS**, the repayment of the Bonds will be secured by this Agreement pursuant to which the Authority will lease the Leased Facilities (as hereinafter defined) to the Public University; *provided*, that this Agreement shall be subject to certain provisions of the hereinafter defined Prior Agreements, as described herein; and

**WHEREAS**, amounts payable by the Public University under this Agreement (excluding the Authority’s rights to payment of its fees and expenses, to indemnification and as otherwise expressly set forth herein) and certain amounts payable by the Public University under the hereinafter-defined Parity Leases and certain other future agreements of the Public University, will be secured by a pledge of the hereinafter-defined Tuition and Fees of the Public University pursuant to the hereinafter-defined Security Agreement; and

**WHEREAS**, in order to provide for the financing of the Project, it is necessary and desirable to enter into this Agreement relating to certain property, title to which the Public University has conveyed or caused to be conveyed to the Authority (as more fully described in Exhibit A attached hereto); and

**WHEREAS**, the Leased Facilities constitute a portion (but not all) of the Project Facilities (as hereinafter defined); and

**WHEREAS**, the Authority desires to let the Leased Facilities to the Public University 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 University, 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 Leased Facilities to the Public University, and the Public University does hereby consent to said leasing and hereby takes the Leased Facilities upon and subject to the conditions hereinafter expressed.

## ARTICLE I

### DEFINITIONS

**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 University pursuant to Section 4.06 hereof.

**“Administrative Expenses”** means those reasonable expenses of the Authority which are properly chargeable to the Public University 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 and the Authority, including the Authority’s Initial Fee and Annual Administrative Fee; and (b) reasonable fees and expenses of counsel to the Authority and the Trustee.

**“Agreement”** means this Lease and Agreement, dated as of March 1, 2021, executed by and between the Authority and the Public University, in connection with the issuance of the Bonds and relating to the Leased Facilities and the Project Facilities, as from time to time may be amended and supplemented by Supplemental Lease Agreements.

**“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.

**“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 or, if such date is not a Business Day, the Business Day next preceding such 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, redemption or acceleration, the date of payment of the Purchase Option Price or Mandatory Purchase Price, as the case may be.

**“Bond Insurance Policy”** means the municipal bond insurance policy issued by the Bond Insurer that guarantees the scheduled payment of principal of and interest on the Bonds.

**“Bond Insurer”** means Assured Guaranty Municipal Corp., or any successor thereto or assignee thereof.

**“Bond Payment Obligations”** means, for any period or payable at any time, the principal of (whether on a Principal 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 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”** means, collectively, the Series 2021 A Bonds and the Series 2021 B Bonds.

**“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, are required or authorized by law or executive order to close, and (ii) on which the New York Stock Exchange is closed.

**“Construction Fund”** means the fund created and established by the Indenture, to be used for the purpose of paying from the respective subaccounts within the “Costs of Issuance Account” therein, the costs of issuance relating to the Series 2021 A Bonds and the Series 2021 B Bonds, respectively.

**“Consultant”** means an Independent, nationally recognized consulting firm which is appointed by the Public University for the purpose of passing on questions relating to its financial affairs, management or operations, has a favorable reputation for skill and experience in performing similar services in respect of entities of a comparable size and nature and is not unsatisfactory to the Authority and is consented to by the Bond Insurer (such consent not to be unreasonably withheld). The scope of any Consultant’s report shall also be subject to the Bond Insurer’s approval (such approval not to be unreasonably withheld).

**“Continuing Disclosure Agreement”** means the Continuing Disclosure Agreement executed by and between the Public University and the Trustee, as dissemination agent, pertaining to the Bonds, as the same may be amended or supplemented from time to time.

**“Cost”** of the Project shall include, together with any other proper item of cost not specifically mentioned herein, the Initial Fee, Administrative Expenses of the Authority, legal fees, fees and expenses of the Trustee and other fiduciaries, depositories and paying agents, the costs of issuance of the Bonds by the Authority and fees and expenses of financial advisors 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 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 Project.

**“Credit Facility”** shall mean an unconditional irrevocable letter of credit, a line of credit which is revocable only upon the insolvency of the Public University for whose account the line is established, a binding long term loan commitment, and a guaranty or an indemnity or surety insurance policy or bond or other similar extension of credit which is issued (i) for the purpose of providing a source of funds for the payment of all or any portion of the Public University’s payment obligations under any Balloon Indebtedness or any Indebtedness subject to tender, and (ii) by a bank, trust company, savings and loan association or other institutional lender, insurance company or surety company.

**[“Days Cash on Hand”** shall mean as of any testing date, the amount calculated by the Public University pursuant to Section 5.17 of this Agreement equal to: (a) unrestricted and unencumbered cash, marketable securities, internally or board-designated funds (but excluding donor restricted gifts, grants, bequests, donations or contributions and any income therefrom and funds held by the Trustee for the payment of the principal of and interest on the Bonds or any other trustee for the payment of the principal of and interest on any Indebtedness) less the amount of any outstanding Short-Term Indebtedness (other than Short-Term Indebtedness incurred for capital purposes), as of the most recent month for which unaudited financial statements are available, divided by (b) the amount resulting from dividing (i) total operating expenses and interest expense, as determined in accordance with GAAP, as of the most recent Fiscal Year for which audited financial statements are available by (ii) the number of days in the then current Fiscal Year. All securities shall be valued at fair market value for purposes of this definition.]

**“Debt Service Coverage Ratio”** shall mean the ratio for the applicable Fiscal Year of Net Revenues Available for Debt Service to the Maximum Annual Debt Service Requirement on all Long-Term Indebtedness.

**“Debt Service Requirement”** shall mean, with reference to a specified period, the amounts payable with respect to principal of any and all Indebtedness (including scheduled mandatory redemptions of principal) and the interest on such Indebtedness.

The Debt Service Requirement in any Fiscal Year on Variable Rate Indebtedness, Demand Indebtedness, Interim Indebtedness, Balloon Indebtedness and Guaranties shall be determined in accordance with the following provisions:

(i) Variable Rate Indebtedness. With respect to Indebtedness which is Variable Rate Indebtedness, the interest on such Indebtedness shall be calculated at the rate which is equal to the average of the actual interest rates which were in effect (weighted according to the length of the period during which each such interest rate was in effect) for the most recent twelve-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a twelve-month period), except that (i) with respect to new Variable Rate Indebtedness (and the incurrence thereof) the interest on which is not includable in gross income of the holders thereof for Federal income tax purposes, the interest rate for such Indebtedness shall be, for the first twelve month period, deemed to be equal to the average of the actual rates for the most recent twelve month period of the SIFMA Index or similar such index, and (ii) with respect to new Variable Rate Indebtedness (and the incurrence thereof) the interest on which is includable in gross income of the holders thereof for Federal income tax purposes, the interest rate for such Indebtedness shall be, for the first twelve month period, deemed to be equal to the average of the actual rates for the most recent twelve month period of one-month LIBOR or similar such index.

(ii) Demand Indebtedness. For the purposes of determining the Debt Service Requirement in any Fiscal Year on Demand Indebtedness which is payable from moneys provided under a Credit Facility, the Debt Service Requirement shall be deemed to be the amount which would be payable under such Credit Facility to reimburse the party which has provided such Credit Facility. For the purposes of determining the Debt Service Requirement in any Fiscal Year on any other Demand Indebtedness, the Parity Debt Service Requirement shall be calculated (a) assuming none of such Demand Indebtedness is tendered, (b) during the period commencing on the date of issuance through the first date when the holder has the right or option to tender such Demand Indebtedness for payment prior to the stated maturity date (the “Put Date”), using the actual debt service payable on such Demand Indebtedness, including, where such Demand Indebtedness bears interest at a variable rate, using the interest on such Demand Indebtedness determined pursuant to paragraph (1) above, and (c) after the Put Date, assuming level debt service over the period commencing on the Put Date and ending on the date that is thirty (30) years after the date of issuance of such Demand Indebtedness and using an interest rate equal to the average of the Bond Buyer Revenue Bond Index for the three weeks prior to the date of issuance of such Demand Indebtedness.

(iii) Interim and Balloon Indebtedness. For the purposes of determining the Debt Service Requirement in any Fiscal Year on Interim Indebtedness or Balloon Indebtedness which is payable from moneys provided under a Credit Facility, the Debt Service Requirement shall be deemed to be the amount which would be payable under such Credit Facility to reimburse the party which has provided such Credit Facility. For the purposes of determining the Debt Service Requirement in any Fiscal Year on any other Interim Indebtedness or Balloon

Indebtedness, the Debt Service Requirement shall be calculated assuming level debt service over a thirty (30) year term from the date of issuance at an interest rate equal to the average of the Bond Buyer Revenue Bond Index for the three weeks prior to the date on which the Indebtedness is incurred; provided, however, that for the period commencing on the date of issuance through the maturity date of such Indebtedness, the interest on such Indebtedness shall be calculated using the actual interest payable on such Indebtedness or, where such Indebtedness bears interest at a variable rate, the interest determined pursuant to paragraph (i) above.

(iv) Guaranties. The Debt Service Requirement on Indebtedness which is a Guaranty shall be calculated by multiplying the Debt Service Requirement of the obligation guaranteed by the Borrower (using the same methodology as described in paragraphs (i), (ii) and (iii) above, as applicable) by a percentage equal to one hundred percent (100%) if the beneficiary's Debt Service Coverage Ratio is equal to or less than 1.20, seventy-five percent (75%) if the beneficiary's Debt Service Coverage Ratio is greater than 1.20 but less than or equal to 1.50, fifty percent (50%) if the beneficiary's Debt Service Coverage Ratio is greater than 1.50 but less than or equal to 2.0, and twenty percent (20%) if the beneficiary's Debt Service Coverage Ratio is greater than 2.0; provided however, that the percentage shall be one hundred percent (100%) in the event that payment under any other Guaranty was made in the two (2) Fiscal Years immediately preceding the date such calculation is being made.

**“Demand Indebtedness”** shall mean Indebtedness which is payable upon demand of the holder or owner thereof or may be tendered by and at the option of the holder or owner thereof for payment prior to the stated maturity date thereof.

**“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.

**“Escrow Deposit Agreements”** means, collectively, the 2007/2008/2010 Escrow Deposit Agreement and the 2016 Escrow Deposit Agreement.

**“2007/2008/2010 Escrow Deposit Agreement”** means the Escrow Deposit Agreement, dated \_\_\_\_\_, 2021, between the Authority and The Bank of New York Mellon, in its capacity as trustee and escrow agent for the Series 2007 F Bonds, the Series 2008 F Bonds and the Series 2010 F Bonds to be refunded, executed in connection with the redemption and defeasance thereof.

**“2016 Escrow Deposit Agreement”** means the Escrow Deposit Agreement, dated \_\_\_\_\_, 2021, between the Authority and U.S. Bank National Association, in its capacity as trustee and escrow agent for the Series 2016 D Bonds to be refunded, executed in connection with the refunding and defeasance thereof and/or payment of interest thereon.

**“Financing Documents”** means, collectively, the Indenture, the Resolution, this Agreement, the Security Agreement, any Swap Agreement, the Continuing Disclosure

Agreement, the Purchase Contract, the Bond Insurance Policy, the Escrow Deposit Agreements and the Tax Certificate.

**“Fiscal Year”** shall mean (12) months ending June 30 or such other twelve month period as the Public University should determine.

**“Foundation”** means the New Jersey City University Foundation Inc.

**“Foundation Loan”** means the borrowing to be incurred by the Foundation for the purpose of purchasing the PAC Project from the developer thereof.

**“GAAP”** shall mean generally accepted accounting principles in the United States of America in effect from time to time.

**“Governmental Authority”** means any nation or government, and 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.

**“Guaranty”** or **“Guaranties”** shall mean any obligation issued under the terms of which the Public University guarantees in any manner, whether directly or indirectly, any indebtedness of any Person.

**“Hazardous Substances”** means and includes: (i) any “hazardous substance,” “pollutant” or “contaminant” as defined in Applicable Environmental Laws, including without limitation CERCLA and the Spill Act; (ii) any “hazardous waste” as such term is defined in Applicable Environmental Laws; (iii) 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 (iv) 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 University requires special handling in its generation, handling, use, collection, storage, treatment, disposal or Release.

**“Indebtedness”** shall mean any obligation of the Public University for the payment of money, to any Person, including without limitation (i) indebtedness for money borrowed, (ii) purchase money obligations, (iii) leases evidencing the acquisition of capital assets, (iv) reimbursement obligations provided, however, that reimbursement obligations supporting credit or liquidity facilities shall not constitute Indebtedness until such time as a reimbursement payment becomes due and payable under the agreement entered into in connection with such reimbursement obligations, and (v) guarantees of any such obligation of a third party, but excluding (a) obligations under contracts for supplies, services and pensions allocable to current operating expenses during the current or future Fiscal Years in which the supplies are to be

delivered, the services rendered or the pensions paid and (b) rentals payable in the current or future Fiscal Years under leases not intended to evidence the acquisitions of capital assets.

**“Indenture”** means the Trust Indenture, dated as of March 1, 2021, by and between the Authority and the Trustee, as from time to time may be amended and supplemented by Supplemental Indentures.

**“Independent”** means (a) in the case of an individual, one who is not a member of the governing body of the Authority or the Public University or an officer or employee of the Authority or the Public University, and (b) in the case of a partnership, corporation or association, one which does not have a partner, director, officer, member or substantial stockholder who is a member of the governing body of the Authority or the Public University or an officer or employee of the Authority or the Public University; provided, however, that the fact that a Person is retained regularly by or transacts business with the Authority or the Public University 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 each series of Bonds, with a maximum initial fee of \$125,000 payable by the Public University on the Closing Date.

**“Interest Payment Date”** means each January 1 and July 1, commencing January 1, 2022, through and including the maturity date for the Bonds, and for Bonds subject to redemption on any date, the date of such redemption.

**“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.

**“Interim Indebtedness”** shall mean Indebtedness on which no principal is payable until maturity (as in the case of a construction loan or other temporary loan);

**“Lease Payments”** means Basic Lease Payments and Additional Lease Payments.

**“Leased Facilities”** means certain educational facilities located on the Leased Facilities Site identified in Exhibit A of this Agreement, 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. The Leased Facilities include the Leased Facilities Site.

**“Leased Facilities Site”** means certain real property upon which the Leased Facilities are located, as more fully described in Exhibit A hereto.

**“Long-Term Indebtedness”** means any Indebtedness other than Short-Term Indebtedness.

**“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.

**“Maximum Annual Debt Service Requirement”** shall mean the greatest Debt Service Requirement in the then current or any future Fiscal Year.

**“Maximum Annual Parity Debt Service Requirement”** shall mean the greatest Parity Debt Service Requirement in the then current or any future Fiscal Year.

**“Maximum Annual Parity + Subordinate Debt Service Requirement”** shall mean the greatest Parity + Subordinate Debt Service Requirement in the then current or any future Fiscal Year.

**“Net Revenues Available for Debt Service”** shall mean, in any Fiscal Year, the actual revenues generated from all operating and non-operating sources during the Fiscal Year less operating expenses, with depreciation and amortization expense and interest expense added back as a positive adjustment to that calculation, together with other non-cash adjustments (positive or negative) including adjusting for unrealized gains/losses on investments/swaps, extraordinary/one-time, non-cash expenses and similar types of adjustments.

**“Opinion of Bond Counsel”** means an opinion in writing signed by nationally recognized bond counsel acceptable to the Public University and the Authority.

**“PAC Project”** means the proposed construction of a Performing Arts Center and Center for Music, Dance and Theater and including classrooms, restaurants, an apartment complex and parking, to be constructed by a developer on the Public University’s West Campus at a cost of approximately \$40,000,000 and to be sold to the Foundation and leased to the Public University.

**“Parity Debt Service Coverage Ratio”** shall mean the ratio for the applicable Fiscal Year of Net Revenues Available for Debt Service to the Maximum Annual Parity Debt Service Requirements.

**“Parity Debt Service Requirement”** shall mean, with reference to a specified period, the amounts payable with respect to principal of any and all Parity Indebtedness (including scheduled mandatory redemptions of principal) and the interest on such Parity Indebtedness.

The Parity Debt Service Requirement in any Fiscal Year on variable rate indebtedness, Demand Indebtedness, Interim Indebtedness, Balloon Indebtedness and Guaranties shall be determined in accordance with the applicable provisions set forth in the definition of “Debt Service Requirements” herein, substituting “Parity Indebtedness” for “Indebtedness” and (except in paragraph (iv) of such definition) substituting “Parity Debt Service Requirement” for “Debt Service Requirement”, where applicable.

**“Parity Indebtedness”** means the payment obligations of the Public University under this Agreement, the Parity Leases and any additional Indebtedness, but only to the extent such additional Indebtedness is, or is proposed to be, secured in accordance with the requirements of Section 5.18(b) hereof by a pledge of and/or security interest in the Tuition and Fees on a parity with the pledge and security interest granted by this Agreement.

**“Parity Leases”** means, collectively, the Series 2007 F Agreement, the Series 2010 F/G Agreement, the Series 2015 A Agreement and the Series 2016 D Agreement.

**“Parity + Subordinate Debt Service Coverage Ratio”** shall mean the ratio for the applicable Fiscal Year of Net Revenues Available for Debt Service to the Maximum Annual Parity + Subordinate Debt Service Requirement.

**“Parity + Subordinate Debt Service Requirement”** shall mean, with reference to a specified period, the amounts payable with respect to principal of any and all Parity + Subordinate Indebtedness (including scheduled mandatory redemptions of principal) and the interest on such Parity + Subordinate Indebtedness.

The Parity + Subordinate Debt Service Requirement in any Fiscal Year on variable rate indebtedness, Demand Indebtedness, Interim Indebtedness, Balloon Indebtedness and Guaranties shall be determined in accordance with the applicable provisions set forth in the definition of “Debt Service Requirements” herein, substituting “Parity + Subordinate Indebtedness” for “Indebtedness” and (except in paragraph (iv) of such definition) substituting “Parity + Subordinate Debt Service Requirement” for “Debt Service Requirement”, where applicable.

**“Parity + Subordinate Indebtedness”** means the payment obligations of the Public University under all Parity Indebtedness and any additional Indebtedness, but only to the extent such additional Indebtedness is, or is proposed to be, secured in accordance with the requirements of Section 5.18(c) or (d) hereof by a subordinate pledge of and/or security interest in the Tuition and Fees.

**“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.

**“Permitted PAC Indebtedness”** means the lease payment obligation of the Public University under a lease agreement entered, or to be entered into, with the Foundation in respect of the PAC Project, which lease payments will be payable whether or not the PAC Project is constructed, completed or certified for occupancy, and will be in an annual amount at least sufficient to satisfy the Foundation’s loan repayment obligations in respect the Foundation Loan.

**“Person”** or **“Persons”** shall mean any individual, corporation, partnership, joint venture, trust, or unincorporated organization, or a governmental agency or any political subdivision thereof.

**“Principal Payment Date”** means the dates on which the principal or any mandatory sinking fund redemption installment 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 or any mandatory sinking fund redemption installment, if any, 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 2007 F Agreement, the Series 2010 F/G Agreement, the Series 2015 A Agreement and the Series 2016 D Agreement.

**“Prior Leases”** means, collectively, the Series 2007 F Agreement, the Series 2010 F/G Agreement and the Series 2016 D Agreement.

**“Prior Project Facilities”** means, collectively, the educational facilities financed or refinanced with the proceeds of the Series 2007 F Bonds, the Series 2008 F Bonds, the Series 2010 F Bonds and the Series 2016 D Bonds.

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

**“Project Facilities”** means the Prior Project Facilities, 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.

**“Public University”** means the public institution for higher education authorized and created pursuant to State law, the name of which is New Jersey City University.

**“Purchase Contract”** means the Contract of Purchase dated March \_\_, 2021 by and among the Authority, the Public University and Morgan Stanley & Co., LLC, on behalf of itself and the other underwriters named therein, in respect of the initial purchase of the Bonds.

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

**“Rebate Amount”** shall have the meaning ascribed thereto in the Indenture.

**“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.

**“Security Agreement”** means the Security and Intercreditor Agreement, dated as of March 1, 2021, by and among the Public University, the Trustee and various other bond trustees named therein, as the same may be amended or supplemented from time to time.

**“Series 2007 F Agreement”** means the Lease and Agreement, dated as of April 1, 2007, by and between the Authority and the Public University, as the same may have been and may be amended or supplemented from time to time.

**“Series 2007 F Bonds”** shall have the meaning set forth in the Recitals hereto.

**“Series 2008 E/F Agreement”** means the Lease and Agreement, dated as of April 1, 2008, by and between the Authority and the Public University, as the same may have been and may be amended or supplemented from time to time.

**“Series 2008 F Bonds”** shall have the meaning set forth in the Recitals hereto.

**“Series 2010 F Bonds”** shall have the meaning set forth in the Recitals hereto.

**“Series 2010 F/G Agreement”** means the Lease and Agreement, dated as of September 1, 2010, by and between the Authority and the Public University, as the same may have been and may be amended or supplemented from time to time.

**“Series 2010 F/G Project”** means the “Series 2010 F/G Project” as such term is defined in the Series 2010 F/G Agreement.

**“Series 2010 G Bonds”** shall have the meaning set forth in the Recitals hereto.

**“Series 2015 A Agreement”** means the Lease and Agreement, dated as of January 1, 2015, by and between the Authority and the Public University, as the same may have been and may be amended or supplemented from time to time.

**“Series 2015 A Bonds”** shall have the meaning set forth in the Recitals hereto.

**“Series 2015 A Indenture”** means the Trust Indenture, dated as of January 1, 2015, by and between the Authority and U.S. Bank, National Association, as Trustee, as the same may have been and may be amended or supplemented from time to time.

**“Series 2015 A Project”** means the “Series 2015 A Project” as such term is defined in the Series 2015 A Agreement.

**“Series 2016 D Agreement”** means the Lease and Agreement, dated as of June 1, 2016, by and between the Authority and the Public University, as the same may have been and may be amended or supplemented from time to time.

**“Series 2016 D Bonds”** shall have the meaning set forth in the Recitals hereto.

**“Series 2021 A Bonds”** means the Series 2021 A Bonds (as defined in the Recitals hereto) issued in the aggregate principal amount of \$\_\_\_\_\_.

**“Series 2021 A Refunding Project”** shall have the meaning set forth in the Recitals hereto, as it may be amended pursuant hereto.

**“Series 2021 B Bonds”** means the Series 2021 B Bonds (as defined in the Recitals hereto) issued in the aggregate principal amount of \$\_\_\_\_\_.

**“Series 2021 B Refunding Project”** shall have the meaning set forth in the Recitals hereto, as it may be amended pursuant hereto.

**“Short-Term Indebtedness”** means (a) any obligation for the repayment of moneys borrowed from a Person which matures not later than 365 consecutive days after it is incurred, or (b) any obligation for the repayment of moneys borrowed which is payable upon demand at the option of the holder within 365 consecutive days after it is incurred, unless it is incurred as Long-Term Indebtedness and included in the calculation of Debt Service Requirements, Parity Debt Service Requirements and/or Parity + Subordinate Debt Service Requirements, as applicable.

**“State”** means the State of New Jersey.

**“Swap”** or **“Swap Agreement”** means any agreement between the Authority and a Swap Provider in respect of all or a portion of the Bonds, entered into on behalf of the Public University, 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 Public University 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 Tax Representation Letter executed and delivered by the Public University and the Certificate as to Arbitrage executed and delivered by the Authority at the time of issuance and delivery of the Series 2021 A Bonds.

**“Trustee”** means The Bank of New York Mellon, a banking corporation organized and existing under the laws of the State of New York with fiduciary and trust powers in the State of New Jersey, 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.

**“Tuition and Fees”** means (i) tuition (net of student financial aid provided by the Public University), and (ii) any fees (other than tuition) collected from or on behalf of students for the purpose of supporting student instruction and administrative costs relating thereto, as reportable in the financial statements of the Public University. It is expressly understood that Tuition and Fees shall not include any revenues of the Public University associated with room and/or board, or special purpose fees such as health and wellness fees. Tuition and Fees specifically excludes all revenues of the Public University not expressly set forth in this definition, including (without limitation) any and all endowment funds, any and all funds appropriated by the State to the Public University, any and all proceeds of any grants, loans or other payments from the State or any other federal, state, county or municipal source, and any earnings or investment income derived from the foregoing.

**“Variable Rate Indebtedness”** means any Indebtedness which bears interest at a rate which varies periodically or is modified from time to time prior to the final maturity of such Indebtedness.

Any references herein to any “Swap”, “Swap Agreement”, “Swap Payment Obligations”, “Swap Provider”, “Swap Revenues” and “Swap Termination Payments” shall be disregarded at any time during which there is no Swap Agreement in effect.

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 for such purpose under the provisions of this Agreement or said Resolution.

**SECTION 2.02. Use of Project Facilities and Leased Facilities.** The Authority agrees that the Leased Facilities may be, and the Public University agrees that said Leased Facilities, the site of which is described in Exhibit A attached hereto, and the Project Facilities shall be used by the Public University as educational facilities permitted under the Act and which, in the opinion of the Public University, are necessary, desirable and to the benefit and best interest of the Public University. The Public University further covenants and agrees, however, that at no time shall the Leased Facilities, 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 University 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 Leased Facilities and the Project Facilities and the operation thereof; that it will maintain and operate the Leased Facilities and 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 University, the Leased Facilities and the Project Facilities.

The Public University covenants and agrees that it shall use and/or operate or cause the Leased Facilities and the Project Facilities to be used for or operated as educational facilities constituting an authorized "Project" under the Act. The Public University'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 University, at its expense, deliver to the Authority an Opinion of Bond Counsel, acceptable to an Authorized Officer of the Authority, to the effect that all or any portion of the Leased Facilities and 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 University represents 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 (if any) and certain moneys to be made available for the Project by the Public University, if any, to pay such Cost of the Project.

The Public University hereby agrees that it will provide the difference, if any, between the proceeds from the sale of the Bonds 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 University agree and acknowledge that the Public University has, prior to or contemporaneously with the delivery of the Bonds, conveyed or caused to be conveyed to the Authority the real property described in Exhibit A attached hereto and referred to herein as the Leased Facilities Site and included as part of the Leased Facilities.

**SECTION 2.05. Copies of Reports.** The Public University agrees that it will make available to the Authority copies of such progress reports, audit reports and other reports pertaining to the Project and the completion of the Project that from time to time may be required to be submitted to the Authority and/or the Trustee pursuant to the Indenture and this Agreement.

**SECTION 2.06. Completion of Project Facilities.** The Public University represents and warrants that the each of the Prior Project Facilities, other than the Prior Project Facilities comprising the Series 2010 F/G Project (for which unexpended proceeds of the Series 2010 F Bonds remain and shall be deposited in the Series 2010 F/G Project Account of the Construction Fund) and the Series 2015 A Project (for which unexpended proceeds of the Series 2015 A Bonds remain), has been completed substantially in conformity with the descriptions thereof contained in Exhibit B attached hereto, and that substantially all Costs therefor have been paid.

The Public University agrees that in the event the unexpended proceeds of the Series 2010 F Bonds deposited in the Series 2010 F/G Project Account of the Construction Fund shall not be sufficient to pay in full the Cost of the Series 2010 F/G Project, the Public University shall provide promptly, but in no event later than twenty (20) days after receipt of written notice from the Authority, such additional moneys as may be required to pay the Cost of the Series 2010 F/G Project, unless the Public University requests the Authority to issue additional bonds to pay the Cost of completing the Series 2010 F/G Project in excess of the funds available therefor and the Authority determines that the Public University has sufficient income available to pay the principal of, interest on and other costs of the additional bonds issued to complete the Series 2011 F/G Project, in which event, the Authority may, but shall not be required to, issue such additional bonds.

The Public University agrees to provide the respective Completion Certificate in the manner and at the times provided in the Indenture (in the case of the Series 2010 F/G Project) or the Series 2015 A Indenture (in the case of the Series 2015 A Project), including specifically Section 4.05 thereof.

The Authority agrees that the scope of each of the Series 2010 F/G Project and the Series 2015 A Project may be modified, upon the mutual agreement of the Authority and the Public University, subsequent to the issuance of the Bonds.

**SECTION 2.07. Modification of Leased Facilities and/or Leased Facilities Site.**

(a) The Public University may, at any time during the term of this Agreement, request that the Authority release all or a portion of the Leased Facilities and/or Leased Facilities Site from the terms of this Agreement (each, a “Property Release”). Subject to the provisions of this Section 2.07, the Authority, in consultation with Bond Counsel, may consider such request

and may negotiate with the Public University 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 2.07) as it may, in its sole discretion, deem appropriate. Any such Property Release shall also require the prior written consent of the Bond Insurer so long as the Bond Insurer is not then in payment default under the Bond Insurance Policy.

(b) In all cases, the Public University shall certify to the Authority that (1) the portion of the Leased Facilities and/or Leased Facilities 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 Leased Facilities, (2) the overall value and utility of the Leased Facilities and Leased Facilities Site will not be materially reduced by the release of the Releasable Real Estate, and (3) the Leased Facilities and Leased Facilities 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 University, and the Public University acknowledges and agrees that the full amount of Lease Payments payable under this Agreement shall remain payable by the Public University notwithstanding such Property Release. The above certification may take into account such additional real estate (if any) as the Public University may, with the consent of the Authority, choose to simultaneously add to the Leased Facilities and/or Leased Facilities 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 University shall be an additional condition to such Property Release.

(d) In order to effectuate any Property Release, the Authority and the Public University 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 University 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 “Leased Facilities” and the “Leased Facilities 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 “Leased Facilities” or the “Leased Facilities Site”. The Authority shall thereupon, at the request of the Public University, 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 University agrees to bear all costs associated with any actual or proposed Property Release, including costs associated with the Added Real Estate, and including, but not limited to, all legal fees of the Authority, the Trustee and Bond Counsel.

## ARTICLE III

### THE BONDS

**SECTION 3.01. Sale of 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 this Agreement, the Resolution and the Indenture.

**SECTION 3.02. Official Statement.** The Public University agrees, whenever requested by the Authority, to provide and certify such information concerning the Public University, 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 University acknowledge and agree that pursuant to the Indenture, the Authority may be authorized to enter into, on behalf of the Public University, 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. No such Swap Agreement may be entered into by the Public University without the prior consent of the Bond Insurer. The Public University 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 University 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 optional or mandatory redemption as set forth in the Indenture.

## ARTICLE IV

### OBLIGATIONS OF THE PUBLIC UNIVERSITY, TERM AND LEASE PAYMENTS

**SECTION 4.01. Nature of the Obligation.** The obligations of the Public University under this Agreement shall be general obligations, payable from any legally available funds of the Public University.

**SECTION 4.02. Site of the Leased Facilities.** In addition to the terms, covenants and agreements contained herein, the Public University agrees that it will take, accept and rent the Leased 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 an Authorized Officer of the Authority affecting the whole or any part of the Leased Facilities Site acquired or to be acquired by the Authority for the Project 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 Leased 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 University 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 of the Financing Documents (including payment of any amounts owed the Bond Insurer).

**SECTION 4.04. Rental Pledge Account.** To secure payment of the Basic Lease Payments and Additional Lease Payments hereunder, the Public University has caused to be created the "New Jersey City University Rental Pledge Account" (the "Rental Pledge Account") to be maintained with the Trustee. Amounts in respect of the Basic Lease Payments on deposit from time to time in the Rental Pledge Account are hereby pledged by the Public University to the Trustee. For purposes of internal accounting, the Rental Pledge Account may contain one or more subaccounts, as an Authorized Officer of the Authority or the Trustee may deem proper. The Public University covenants and agrees that it will irrevocably deposit or cause to be deposited the following amounts into the Rental Pledge Account:

(i) on March 1 in each Bond Year (commencing March 1, 2022), the amount necessary to fully pay the Basic Lease Payment set forth in Section 4.05 hereof that is payable on the immediately succeeding Basic Lease Payment Date (i.e., June 20) (i.e., one-half of the principal or scheduled mandatory Sinking Fund Installment, if any, due and payable on the Bonds on the immediately succeeding July 1, plus the interest due and payable on the Bonds on the immediately succeeding July 1); and

(ii) on June 1 in each Bond Year (commencing June 1, 2021), an amount equal to all other amounts set forth in Sections 4.05 (Basic Lease Payments) and 4.06 (Swap, Authority, Bond Insurer, Tax/Assessment, Rebate Payments) hereof; and

(iii) on October 1 in each Bond Year (commencing October 1, 2021), the amount necessary to fully pay the Basic Lease Payment set forth in Section 4.05 hereof that is payable on the immediately succeeding Basic Lease Payment Date (i.e., December 20) (i.e., one-half of the principal or scheduled mandatory Sinking Fund Installment, if any, due and payable on the Bonds on the immediately succeeding July 1, plus the interest due and payable on the Bonds on the immediately succeeding January 1); and

(iv) on and December 1 in each Bond Year (commencing December 1, 2021), an amount equal to all other amounts set forth in Sections 4.05 (Basic Lease Payments) and 4.06 (Swap, Authority, Trustee, Bond Insurer, Tax/Assessment, Rebate Payments) hereof.

In the event that the balance remaining in the Rental Pledge Account on 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 University.

The moneys in the Rental Pledge Account may be invested at the direction of the Public University and with the approval of an Authorized Officer 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 University agrees to pay the Basic Lease Payments for the use and occupancy of the Leased Facilities from any legally available funds of the Public University. It is expected that such payments shall be derived from amounts previously deposited into the Rental Pledge Account pursuant to Section 4.04 hereof.

Not in limitation of Section 4.04 hereof, the Public University agrees to pay from any legally available funds of the Public University "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 Section 4.06 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 or scheduled mandatory Sinking Fund Installment, if any, 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 amount of

the principal or redemption price due and payable on the Bonds in the case of redemption or acceleration of the Bonds.

The Interest Portion of Basic Lease Payments shall be due (a) on each Basic Lease Payment Date in the amount of the interest due and payable on the Bonds 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 amount of interest due and payable on the Bonds in the case of redemption or acceleration of the Bonds.

Notwithstanding the foregoing, the Public University 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, redemption premium, if any, 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 University 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 University 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, redemption premium, if any, 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 University shall pay such amount to the Trustee for deposit pursuant to Section 4.06 of the Indenture.

#### **SECTION 4.06. Additional Lease Payments.**

In addition to Basic Lease Payments, the Public University 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 University shall have the right to protest any such taxes or assessments and to require the Authority or the Trustee, at the Public University's expense, to protest and contest any such taxes or assessments levied upon them and that the Public University 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 of the Bond Insurer, if any, and fees and expenses as required by the Indenture and not otherwise paid or provided for by the Public University and all other expenditures reasonably and necessarily incurred by the Authority by reason of the ownership, financing and leasing of the Leased 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;

(e) The amount, if any, needed in order to restore the amount in any account in the Debt Service Reserve Fund to the applicable Debt Service Reserve Fund Requirement resulting from a valuation of said account pursuant to Section 4.06(e) of the Indenture

(f) The amount, if any, needed in order to restore the amount in any account in the Debt Service Reserve Fund to the applicable Debt Service Reserve Fund Requirement resulting from a withdrawal and transfer to the Debt Service Fund pursuant to Section 4.06(d) of the Indenture (such Additional Lease Payments to be made in twelve (12) equal monthly installments commencing one month following the date of such withdrawal and transfer, by payment directly to the Trustee for deposit into the applicable account in the Debt Service Reserve Fund);

(g) All other reasonable and necessary fees and expenses attributable to the Bonds, the Indenture 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); and

(h) Any additional amounts which may be payable to the Bond Insurer pursuant to this Agreement or the Indenture.

Such Additional Lease Payments shall be billed to the Public University 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 University within thirty (30) days after receipt of the bill by the Public University. Payment of the Annual Administrative Fee (or ratable portion thereof) shall be made in each Bond Year while the Bonds are Outstanding.

Payments required to be made under this Section 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 University shall receive credit against its payments required to be made under Section 4.05, 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 are available to pay interest on the Bonds, to the extent such amounts have not previously been credited against such payments. The Public University may, in the sole discretion of an Authorized Officer of the Authority, receive credit against its payments required to be made under Section 4.05, 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 University and surrendered to the Trustee for cancellation or purchased by the Trustee on behalf of the Public University 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 University 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 Leased Facilities, but shall be credited to the Principal Portion of Basic Lease Payments due from the Public University as determined by an Authorized Officer of the Authority. Subject to the Prior Agreements, the Public University is further hereby granted the option to prepay and purchase all of the Authority's right, title and interest in and to the Leased 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 University'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 redemption date set forth in clause (i) above, (iii) the redemption premium, if any, applicable to the payment of the Bonds on the redemption 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 University) and, at the request of and as determined by the Public University, 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 University shall not be relieved of its obligations hereunder.

(b) Said option may be exercised by the Public University 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 redemption 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 an Authorized Officer of 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 redemption date. Such option shall be exercised by depositing with said notice cash and/or Government Obligations described in paragraph A of the "List of Investment Obligations", as contained in Exhibit B attached to the Indenture, which shall not be subject to redemption prior to their maturity, 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 University 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 Leased Facilities of the Public University, and the Authority agrees that the Trustee shall accept such prepayments when the same are tendered. Upon the acceleration of the Bonds, the Public University shall forthwith prepay and purchase all of the Leased 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 University) 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 University 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 Leased Facilities is subject to the terms of the Prior Agreements.

**SECTION 4.09. Obligations Unconditional.** The obligations of the Public University hereunder are absolute and unconditional, regardless of whether the Project Facilities (or any portion thereof) are completed or are available for occupancy by the Public University, and notwithstanding any other provision of this Agreement or the Indenture. Until this Agreement is terminated and all payments hereunder are made, the Public University:

(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 University may institute such action against the Authority as the Public University may deem necessary to compel performance.

Notwithstanding the foregoing, the indemnification provisions set forth in Section 11.10(d) hereof shall survive any termination of this Agreement.

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 University, or by reason of any other indebtedness or liability at any time owing by the Authority or the Trustee to the Public University.

The obligations of the Public University 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 University under this Agreement will be paid in full when due without any credit, delay or diminution whatsoever. The Public University 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 UNIVERSITY

**SECTION 5.01. Liens and Encumbrances.** The Public University covenants and agrees that the Leased Facilities shall be free and clear of all liens and encumbrances which would materially affect the value or usefulness of the Leased Facilities and the Leased Facilities Site for the intended use thereof, and that it will not enter into any lease, licensing agreement or other arrangement with any other party in respect of the use and occupancy of all or any part of the Leased Facilities. The parties acknowledge that the Public University may, without violating the provisions of this Section 5.01, enter into (i) leases or contracts for the occupancy of student and/or faculty housing with individual occupants, (ii) leases or management agreements of a customary nature with third-party service providers in connection with the provision of utilities or services to the Public University, and (iii) subject to the covenants contained in Section 11.04 hereof, any other leases, licensing agreements or other arrangements with the prior written consent of an Authorized Officer of the Authority (which may be granted or withheld in his or her sole discretion).

**SECTION 5.02. Additions.** All buildings and improvements erected or constructed upon the Leased Facilities Site and all buildings, improvements, fixtures, machinery and equipment installed or placed thereon by the Authority or the Public University shall be and become a part of the realty of the Leased Facilities. Any moveable equipment for the Leased Facilities paid for by the Authority, to the extent it does not become realty, shall nevertheless, be deemed to be a part of the Leased Facilities Site.

**SECTION 5.03. Repairs.** The Public University covenants that it shall at all times maintain, preserve and keep the Leased Facilities, with the appurtenances and every part and parcel thereof, in good repair, working order and condition.

**SECTION 5.04. Utilities.** The Public University 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 Leased 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 Leased Facilities, the Public University 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 Leased Facilities of wires, pipes, conduits, tubes and other equipment and appliances for use in supplying any such services to and upon the Leased Facilities.

**SECTION 5.05. Insurance.** The Public University 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 an Authorized Officer 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 Leased Facilities, plus Boiler and Machinery coverage, and Flood Insurance if the Leased 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 percent (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 Leased Facilities under a blanket insurance policy or policies of such Public University 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 University 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 University and the Authority from becoming co-insurers under the applicable terms of such policy. In the event that such Public University 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 University is required by law to provide;

(c) At all times, insurance protecting the Authority and such Public University 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 University's coverage status under the New Jersey 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 University;

(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 University's funds and accounts; and

(e) In the event that the Authority shall re-enter the Leased Facilities, the Authority may, at its sole option, maintain business income insurance, or the current equivalent, on the Leased Facilities, covering the loss of revenues attributable to the Leased Facilities by reason of necessary interruption, total or partial, in the use of the Leased 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 is under a blanket insurance policy or policies of the Public University, then the Public University 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 University, to the repair and replacement of the damaged portions of the Leased Facilities, (ii) may be deposited by the Authority with the Trustee for payment into the Debt Service Fund relating to the Bonds, accompanied by a certificate of an Authorized Officer of the Authority stating that such deposit is being made pursuant to this Section, or (iii) if there is substantial damage to the Leased Facilities rendering such facilities, in the opinion of an Authorized Officer of the Authority, unsuitable for use for its intended purposes, deposited by the Authority, with the consent of the Public University, in the Debt Service Fund to be applied to the “extraordinary optional redemption” of the Bonds as provided in the Indenture. Such deposit in the Debt Service Fund shall be made in amounts representing Authorized Denominations of the Bonds and accrued interest thereon to the date of redemption. 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.

All policies of insurance shall be payable to the Public University 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 Leased Facilities and receipt for claims thereunder.

All insurance prescribed by this Section 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.

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 Leased Facilities is subject to the terms of the Prior Agreements.

Nothing in this Section 5.05 shall be deemed to limit the Public University from obtaining insurance in excess of the requirements set forth herein.

**SECTION 5.06. Compliance with Laws and Regulations.** The Public University agrees that throughout the term of this Agreement, at the Public University'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 University and the Leased Facilities, or, and whether or not the same requires structural repairs and alterations, which may be applicable to the Leased Facilities, the fixtures or equipment thereof, or the sidewalks and curbs adjoining the Leased Facilities, or the use or manner of use of the Leased Facilities. The Public University 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 Leased Facilities and the fixtures and equipment thereof.

**SECTION 5.07. Alterations and Additions to Leased Facilities.** The Public University shall have the right at any time and from time to time during the term of this Agreement, with the approval of an Authorized Officer of the Authority, to make such changes, alterations and additions, structural or otherwise, to the Leased Facilities, and the fixtures and equipment thereof, now or hereafter on or at the Leased Facilities, as they shall deem necessary or desirable in connection with the use of the Leased 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 Leased 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 University as such Authorized Officer deems appropriate. The cost of any such change, alteration or addition shall be promptly paid and discharged by the Public University, so that the Leased Facilities shall at all times be free of liens for labor and materials supplied to the Leased Facilities. All alterations, additions and improvements to the Leased Facilities shall be and become a part of the Leased Facilities and shall be owned by the Authority; *provided*, that, except as provided in the last sentence of Section 5.02 hereof, any moveable equipment and any communications fixtures (*e.g.*, cell towers) installed on or in the Leased Facilities shall not be deemed to become part of the Leased Facilities.

**SECTION 5.08. Permits and Approvals.** The Public University 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 and the Leased Facilities (collectively, the "Approvals"). The Public University will also observe and comply with the Approvals throughout the term of this Agreement. The Public University agrees that it shall remain obligated under the terms of this Agreement irrespective of whether all Approvals are granted. The Public University may use the proceeds of the Bonds to pay for the costs associated with obtaining the Approvals.

**SECTION 5.09. Future Liens.** The Public University covenants to keep the Leased 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 University 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 University covenants not to do or suffer or permit any waste or damage to the Leased Facilities or any building or improvement now or hereafter constituting the Leased Facilities or any fixture or equipment constituting part thereof.

**SECTION 5.11. Affirmative and Negative Environmental Covenants.**

(a) The Public University shall obtain all permits, licenses and other authorizations required under Applicable Environmental Laws with respect to the construction, use, occupancy and operation of the Leased Facilities.

(b) As of the date hereof, neither the Public University nor any of the Leased Facilities is in violation of any Applicable Environmental Laws or subject to any existing, pending or, to the knowledge of the Public University (after due inquiry), threatened investigation or inquiry by any Governmental Authority pursuant to any Applicable Environmental Laws.

(c) The Public University shall cause the Project Facilities to be constructed and maintained in accordance with all Applicable Environmental Laws. To the knowledge of the Public University after due inquiry, the activities, properties and assets of the Public University, including the Project Facilities and the Leased 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 University with Applicable Environmental Laws; (ii) give rise to any liability on the part of the Public University 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 University 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 University shall not cause or permit any of the Project Facilities and Leased Facilities to be in violation of, nor shall the Public University by act or omission cause or permit any of the Leased Facilities to be subject to any Remediation obligations, under Applicable Environmental Laws. The Public University shall promptly notify the Authority in writing of any existing, pending or, to the knowledge of the Public University (after due inquiry), threatened investigation or inquiry by any Governmental Authority pursuant to or under any Applicable Environmental Laws relating to any of the Leased Facilities.

(d) The Public University covenants that it will not install or cause to be installed in, on or at any of the Leased Facilities any materials containing any Hazardous Substances, including without limitation any asbestos containing materials. In the event any such materials

are found to be present in, on or at any of the Leased Facilities (to the extent installed therein or permitted to be installed therein by the Public University), the Public University 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 University 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 Leased Facilities except as disclosed in Schedule 5.11 hereof. The use which the Public University makes and intends to make of the Leased Facilities shall not result in the Release of any Hazardous Substance on, at, under or from any of the Leased Facilities.

(f) The Public University 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 University’s part resulting in the Release of any Hazardous Substances on, at, under or from any of the Leased Facilities, except as disclosed in Schedule 5.11 hereof.

(g) None of the Leased 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 University shall not use any of the Leased 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 Leased Facilities is determined to be a Major Facility in the State, then the Public University 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 New Jersey 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 University shall not conduct or cause or permit to be conducted on or at any of the Leased Facilities any activity, use or operation which constitutes an “Industrial Establishment” (as such term is defined under ISRA), 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. In the event the provisions of ISRA become applicable to any of the Leased Facilities subsequent to the date hereof, the Public University shall give prompt written notice thereof to the Authority and the Public University shall take all requisite action, including the performance of Remediation, to ensure full compliance with ISRA. The Public University shall promptly deliver to the Authority copies of all correspondence, notices, reports, workplans, laboratory and field data and all other submissions that the Public University 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 University and located in the State, including, without limitation, any of the Leased Facilities, as a result of (i) the Administrator of the New Jersey 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 University shall, within thirty (30) days from the date the Public University 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 Leased Facilities sold), either: (i) pay the claim and remove the lien from the Leased Facilities; or (ii) furnish (a) a bond satisfactory to an Authorized Officer of 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 an Authorized Officer of 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 University shall take all steps necessary to determine whether any Hazardous Substances have been Released on, at, under or from any of the Leased Facilities and the Public University 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 University performs any Remediation at any of the Leased Facilities pursuant to this Section 5.11, the Public University agrees to:

(i) Perform and cause all consultants and contractors retained by the Public University 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 Leased 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 Leased Facilities;

(iii) Select and propose to the Governmental Authority Remediation that shall not interfere with the current use of any of the Leased Facilities or the operations currently conducted by the Public University nor interfere with, preclude or prevent the future use of any of the Leased Facilities for the same use or any use similar to the current use of the Leased Facilities. Without in any way limiting the generality of the foregoing, the Public University shall not select, propose or use at any of the Leased 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 of an Authorized Officer of the Authority, which consent shall not be unreasonably withheld;

(iv) Promptly upon the completion of the Remediation, restore the Leased 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 University (i) submits to any Governmental Authority in connection with the Leased Facilities at the same time the Public University submits such documents to the Governmental Authority, and (ii) receives from any Governmental Authority in connection with the Leased Facilities within three (3) Business Days of the Public University'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 University 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 Leased Facilities. The Public University, 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 Leased Facilities, the Public University 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.) applies to construction and rehabilitation taken in connection with Authority financial assistance and the Public University covenants to comply with such provisions.

**SECTION 5.14. P.L. 2005, c. 92.** In accordance with P.L. 2005, c. 92, the Public University 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 University agrees that the Authority may use photographs or videos taken on the Public University'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.

**SECTION 5.16. Tuition and Fees.** The Public University agrees and covenants that, as long as the Bonds are Outstanding, it shall impose Tuition and Fees in an amount which, together with any other legally available funds of the Public University, will be sufficient to pay the costs of operating the Public University as a public institution of higher education (including the amounts, if any, required to be deposited or paid in respect of any rebate obligations applicable to any tax-exempt bonds of the Authority in respect of the Public University) and the rentals and other payments due and to become due under this Agreement, the Parity Leases and all other Indebtedness of the Public University. In connection with the preparation of its annual operating budget for each Fiscal Year commencing with the Fiscal Year ending June 30, 2022, the Public University shall provide the Bond Insurer with a detailed certification evidencing expected compliance with the covenant contained in this paragraph during such Fiscal Year. Pursuant to Section 11.13(a) hereof, the Public University shall also provide the Bond Insurer with an annual certification regarding compliance with the covenant contained in this paragraph during the immediately preceding Fiscal Year, based on the results contained in the Public University's audited financial statements for such Fiscal Year.

In the event the Public University is not in compliance in any Fiscal Year, the Public University shall, within sixty (60) days of such non-compliance, engage the services of a

Consultant for the purpose of examining and reporting on the revenues and expenses of the Public University. Each report prepared shall be delivered to the Bond Insurer and shall contain recommendations as to such actions as the Consultant deems to be reasonably necessary in order to increase the gross revenues or reduce operating and non-operating costs of the Public University, taking into account the extent to which the Public University may be prevented from increasing its rates and charges under any existing contracts or applicable laws or regulations. The Public University's failure to comply with the covenant set forth in the preceding paragraph of this Section 5.16 shall not constitute an Event of Default under this Agreement if a Consultant is engaged for the purposes specified above, and upon receipt of the Consultant's report, the Public University (i) promptly implements such recommendations of the Consultant as are applicable to its operations and financial affairs, to the extent permitted by applicable laws and regulations and (ii) makes a good faith effort to negotiate such future contracts as will permit full implementation of such recommendations.

**SECTION 5.17. Liquidity Covenant.** The Public University agrees and covenants that, as long as the Bonds are Outstanding, it will maintain 35 Days Cash on Hand as of each June 30, commencing June 30, 2023. In the event the Days Cash on Hand falls below the requirement set forth above as of any June 30 on or after June 30 2023, the Public University shall be required to retain a Consultant within sixty (60) days after determination of such non-compliance, who shall make appropriate recommendations in order to bring the Public University into compliance with this covenant. The Public University agrees that promptly upon the receipt of such recommendations (a copy of which shall be delivered to the Bond Insurer), subject to applicable requirements or restrictions imposed by law, and to the extent practical, it shall revise its methods of operation and shall take such other reasonable actions as shall be in conformity with the recommendations. So long as the Public University shall retain a Consultant as provided herein and complies with such Consultant's recommendations to the extent practical and not prohibited by law, no default or Event of Default shall be declared solely by reason of a violation of this Section 5.17. Pursuant to Section 11.13(a) hereof, the Public University shall provide the Bond Insurer with an annual certification regarding compliance with the covenant contained in this paragraph during the immediately preceding Fiscal Year, based on the results contained in the Public University's audited financial statements for such Fiscal Year.

**SECTION 5.18. Additional Obligations Secured by Tuition and Fees.** (a) The Public University agrees and covenants that, as long as the Bonds are Outstanding, the University shall not grant or create or suffer to be created or exist any lien, security interest or restriction upon the Tuition and Fees, other than (i) the pledge of and security interest in the Tuition and Fees that is granted by the Public University in the Security Agreement in respect of this Agreement and the Parity Leases, (ii) any additional parity pledge(s) of and/or security interest(s) in the Tuition and Fees (or any portion thereof), but only to the extent granted by the Public University in accordance with the requirements of paragraph (b) of this Section 5.18, (iii) any subordinate pledge(s) of and/or security interest(s) in the Tuition and Fees (or any portion thereof), but only to the extent granted by the Public University in accordance with the requirements of paragraph (c) of this Section 5.18, and (iv) as provided in paragraph (d) of this Section 5.18.

(b) As a condition to the granting of any additional parity pledge of and/or security interest in the Tuition and Fees, the Trustee shall enter into an intercreditor or similar agreement,

in form and substance acceptable to the Authority and the Bond Insurer, setting forth the respective rights and obligations of the Trustee and the holder(s) of the Indebtedness proposed to be so secured on a parity basis. In addition, no such parity pledge of and/or security interest in the Tuition and Fees shall be granted by the Public University unless:

- (1) The Public University is then in compliance with its covenants contained in Sections 5.16 and 5.17 of this Agreement; and
- (2) The Public University shall provide to the Trustee, the Bond Insurer and the Authority a Certificate of the Public University demonstrating, on the basis of the audited financial statements of the Public University for the most recently completed Fiscal Year for which audited financial statements are available, that the historic Net Revenues Available for Debt Service and the pro-forma Maximum Annual Parity Debt Service Requirement (taking into account the additional Indebtedness proposed to be secured) would result in an historic Parity Debt Service Coverage Ratio of at least 1.25 for such Fiscal Year.

(c) As a condition to the granting of any subordinate pledge of and/or security interest in the Tuition and Fees, the Trustee shall enter into a subordination or similar agreement, in form and substance acceptable to the Authority and the Bond Insurer, stating that such proposed pledge and/or security interest is expressly subject and subordinate in all respects to the pledge and security interest granted by this Agreement and setting forth the respective rights and obligations of the Trustee and the holder(s) of the Indebtedness proposed to be so secured on a subordinate basis. In addition, no such subordinate pledge of and/or security interest in the Tuition and Fees shall be granted by the Public University unless:

- (1) The Public University is then in compliance with its covenants contained in Sections 5.16 and 5.17 of this Agreement; and
- (2) The Public University shall provide to the Trustee, the Bond Insurer and the Authority a Certificate of the Public University demonstrating, on the basis of the audited financial statements of the Public University for the most recently completed Fiscal Year for which audited financial statements are available, that the historic Net Revenues Available for Debt Service and the pro-forma Maximum Annual Parity + Subordinate Debt Service Requirement (taking into account the additional Indebtedness proposed to be secured) would result in an historic Parity + Subordinate Debt Service Coverage Ratio of at least 1.10 for such Fiscal Year.

(d) Notwithstanding the foregoing, the Public University may grant a lien, security interest or restriction upon the Tuition and Fees, on a subordinated basis, for the benefit of the Permitted PAC Indebtedness.

**SECTION 5.19. Additional Unsecured Indebtedness.** (a) The Public University agrees and covenants that, as long as the Bonds are Outstanding, the University shall not incur any Long-Term Indebtedness, other than Indebtedness in respect of which there has been granted or created a lien, security interest or restriction upon the Tuition and Fees in accordance with

Section 5.18 hereof, other than in accordance with the requirements of paragraphs (b) or (c) of this Section 5.19.

(b) No such Long-Term Indebtedness of the Public University (not secured by a lien, security interest or restriction upon the Tuition and Fees in accordance with Section 5.18 hereof) shall be incurred by the Public University unless:

- (1) The Public University is then in compliance with its covenants contained in Sections 5.16 and 5.17 of this Agreement; and
- (2) The Public University shall provide to the Trustee, the Bond Insurer and the Authority a Certificate of the Public University demonstrating, on the basis of the audited financial statements of the Public University for the most recently completed Fiscal Year for which audited financial statements are available, that the historic Net Revenues Available for Debt Service and the pro-forma Maximum Annual Debt Service Requirement (taking into account the additional Indebtedness proposed to be incurred) would result in an historic Debt Service Coverage Ratio of at least 1.05 for such Fiscal Year.

(c) The requirements of this Section 5.19 shall not apply to Short-Term Indebtedness, the Permitted PAC Indebtedness, or the existence or continuation of any Indebtedness that is in effect as of the date of issuance of the Bonds. In addition, any Indebtedness in existence as of the date of issuance of the Bonds may be modified, extended and/or refinanced by the Public University without satisfaction of the requirements of paragraph (b) of this Section 5.19, provided that the principal amount of such Indebtedness is not increased as a result thereof. However, once incurred all such Indebtedness shall be included in any subsequent calculations of the Debt Service Requirement, the Parity Debt Service Requirement and the Parity + Subordinate Debt Service Requirement, as applicable.

## 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 University expressly covenants and agrees, that all rentals and other payments herein required to be made by the Public University 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 Leased Facilities Site or the Leased Facilities or any part thereof.

## ARTICLE VII

### RIGHTS ON DEFAULT

**SECTION 7.01. Entry.** The Authority and the Public University 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 Leased Facilities without being liable for any prosecution or damages therefor, and may relet the Leased 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 University of its obligations under this Agreement nor operate to release the Public University 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 Leased Facilities as it may deem necessary to place the same in good order and condition. The Public University 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 University to pay such deficiency month by month, or may hold the Public University liable in advance for the entire deficiency to be realized during the term of the reletting of the Leased Facilities in excess of the Basic Lease Payments reserved in this Agreement. Notwithstanding such entry by the Authority, the Public University 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 University to the Leased Facilities at the expense of the Public University. Furthermore, upon such entry by the Authority, any sublease of the Leased Facilities shall immediately terminate and be of no further force and effect.

Upon entering the Leased Facilities, the Authority shall as soon as practicable, inspect the Leased Facilities and make inventories of all fixtures, furniture, equipment and effects in the Leased Facilities. The Public University shall pay to the Authority upon receipt of the properly executed vouchers therefor all sums owing to the Authority by the Public University in connection therewith.

If entry upon the Leased Facilities (or any portion thereof) is permitted under this Section 7.01, the Authority may enter upon the Leased Facilities or any portion thereof. Notwithstanding the foregoing, the Authority shall not enter upon the Leased Facilities if any Prior Agreements remain in effect unless (i) such entry is consented to by the trustees for bonds of the Authority secured by lease payments of the Public University under the Prior Agreements and (ii) such trustees 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 University to pay in full any Lease Payments 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 University herein or made by the Public University 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 University 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 University 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 University 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 University 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 University covenants and agrees to permit the Authority and the authorized agents and representatives of the Authority to enter the Leased Facilities at all times during business hours for the purpose of inspecting the same.

**SECTION 8.02. Annual Inspection.** The Public University 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 Leased Facilities to be made by a professional engineer or architectural firm employed by the Public University or by the officer or employee of the Public University in charge of the grounds and plant of the Public University and that it will file with the Authority such inspection report upon completion. Said report shall set forth in its findings whether the Leased 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 Leased Facilities and the estimate of money necessary for such purpose.

## ARTICLE IX

### INTEREST IN 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 University, if any, in the Leased 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, all 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, an Authorized Officer of the Authority shall transfer all its rights, title and interest in and to the Leased Facilities to the appropriate State entity by deed or deeds in form satisfactory to an Authorized Officer of the Authority. Notwithstanding the foregoing, in the event any of the Prior Agreements are still then in effect, the respective Leased Facilities shall not be so transferred until permitted by the terms of such Prior Agreement.

## **ARTICLE X**

### **ASSIGNMENTS**

**SECTION 10.01. Assignments.** Except as permitted by Section 5.01 above, the Public University shall not assign this Agreement or any interest therein or sublet the Leased Facilities Site or any part thereof without the prior consent of the Authority; provided, however, that nothing in this Article X shall prohibit the licensing, to students of the Public University or other use of the Leased Facilities, or any part thereof, so long as the Public University does not grant an interest in or over the Leased Facilities Site without the consent of the Authority.

## ARTICLE XI

### REPRESENTATIONS

**SECTION 11.01. Condition of Premises.** The Public University shall fully familiarize itself with the physical condition of the Leased Facilities and the improvements, fixtures and equipment constituting part thereof. The Authority makes no representations whatsoever in connection with the condition of the Leased 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 University covenants that all actions heretofore taken by the Public University in connection with the Leased Facilities and the Project Facilities, including the making of contracts, and all actions hereafter taken by the Authority in connection with the Leased Facilities and the Project Facilities upon the recommendation or request of any Authorized Officer of the Public University have been and will be in full compliance with the Indenture, the Resolution, this Agreement and with all pertinent laws applicable to the Public University or the Authority. The Public University 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 Leased 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 Leased Facilities by the Authority shall impose any liability on the members, officers, employees, consultants or agents of the Authority. The Public University agrees to indemnify the Authority and all such other parties 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 University) 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 Leased Facilities in the Event of Default by the Public University, the Authority, the Trustee and their members, officers, employees, consultants and agents shall not be accountable to the Public University 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 University pursuant to this Agreement or otherwise available for such purpose under the Indenture and Resolution.

**SECTION 11.03. Covenant as to Arbitrage.** The Authority and the Public University hereby covenant that they will make no use of the proceeds of the Series 2021 A Bonds which would cause the Series 2021 A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), Treasury Regulations Sections 1.148-0 through 1.148-11 and 1.149(d)-1, and all other applicable regulations of the Internal Revenue Service.

**SECTION 11.04. Tax Covenants.**

(a) The Authority and the Public University covenant that they will take no action which would cause the Series 2021 A Bonds to be “private activity bonds” within the meaning of Section 141 of the Code. Accordingly, not more than ten percent (10%) of the proceeds of the Series 2021 A Bonds will be used directly or indirectly in any trade or business carried on by any person other than a state or local governmental unit or instrumentality thereof (within the meaning of Section 141 of the Code). Not more than five percent (5%) of the proceeds of the Series 2021 A Bonds will be used directly or indirectly in any trade or business carried on by any person other than a state or local governmental unit or instrumentality thereof (within the meaning of Section 141 of the Code) for any use unrelated to any governmental use of such proceeds or used or to be used in any “disproportionate related business use” (as defined in Section 141 of the Code). Not more than the lesser of five percent (5%) of the proceeds of the Series 2021 A Bonds or \$5,000,000 of the Series 2021 A Bonds will be used directly or indirectly to make or finance loans to any person other than a state or local governmental unit or instrumentality thereof (within the meaning of Section 141 of the Code). Not more than ten percent (10%) of the proceeds of the Series 2021 A Bonds will be (i) secured directly or indirectly by any interest in property used or to be used for a private business use (within the meaning of Section 141(b) of the Code) or by payments in respect of such property, or (ii) derived directly or indirectly from payments (whether or not to the Authority) in respect of property, or borrowed money, used or to be used for a private business use.

(b) The Public University covenants to create and maintain records which, in the judgment of the Authority, are sufficient to determine the compliance of the Series 2021 A Bonds with the requirements of Section 141 of the Code, including but not limited to (i) the allocation and use of the proceeds of the Series 2021 A Bonds and (ii) the ownership and use of all the property financed or refinanced with proceeds of the Series 2021 A Bonds, as such records are further described in the Tax Certificate. The Authority covenants to create and retain records with respect to: (x) all investments made with Gross Proceeds of the Series 2021 A Bonds (including without limitation records required under Treasury Regulations Section 1.148-5(d)(6)); (y) all information necessary to compute the Yield on the Series 2021 A Bonds, including the information necessary to establish the existence of any qualified guarantee or qualified hedge (within the meaning of Treasury Regulations Section 1.148-4(f) and (h)) with respect to the Series 2021 A Bonds, the amount and date of payments for a qualified guarantee or qualified hedge with respect to the Series 2021 A Bonds, and the issue price of the Series 2021 A Bonds; and (z) all information necessary to establish any exception to arbitrage rebate (within the meaning of Treasury Regulations Section 1.148-7) has been met with respect to proceeds of the Series 2021 A Bonds, as such records are further described in the Authority’s Certificate as to Arbitrage with respect to the Series 2021 A Bonds. The Authority and the Public University covenant to retain all such records until three years after the last scheduled maturity date of the

Series 2021 A Bonds, or in the event the Series 2021 A Bonds are retired early, three years after the final retirement of the Series 2021 A Bonds.

(c) The Authority and the Public University covenant that they will take no action which would cause the Series 2021 A Bonds to be federally guaranteed (within the meaning of Section 149(b) of the Code).

(d) The Authority and the Public University covenant to comply with the provisions of the Code applicable to the Series 2021 A Bonds and covenant that they will not take any action or fail to take any action which would cause the interest on the Series 2021 A Bonds to lose the exclusion from gross income for purposes of federal income taxation under Section 103 of the Code.

(e) The Public University acknowledges and agrees that the Authority has adopted written Post-Issuance Compliance Procedures intended to meet the guidelines set forth in Internal Revenue Manual Section 7.2.3.4.4 (the “Authority Written Procedures”). The Public University represents that it has adopted written Post-Issuance Compliance Procedures intended to meet the guidelines set forth in Internal Revenue Manual Section 7.2.3.4.4 (the “University Written Procedures” and, together with the Authority Written Procedures, the “Written Procedures”). The Public University agrees to comply with the Written Procedures and at least once a year review the use of the Series 2021 A Bonds and any other outstanding bonds of the Authority that have financed facilities for the Public University (together with the Series 2021 A Bonds, the “Authority’s Bonds”) in order to determine whether such bonds meet all federal tax law conditions applicable to such bonds and certify its findings in writing to the Authority. In addition, the Public University shall, with respect to any of the Authority’s Bonds, provide prompt written notice to the Authority of any of the acts or events listed on Exhibit D that may jeopardize the tax exempt status of such bonds, attached hereto and made a part hereof (a “Special Notice Event”). The Public University will use its best efforts to provide advance notice, but will in any event provide notice no later than thirty (30) days after the occurrence of such Special Notice Event, whether the Public University is on notice of such Special Notice Event by its diligence or internal procedures or its own filing of any statement, tax schedule, return or document with the Internal Revenue Service which discloses that a Special Notice Event has occurred, by its receipt of any oral or written advice from the Internal Revenue Service that a Special Notice Event has occurred, or otherwise. The Public University agrees that, in consultation with the Authority, at the expense of the Public University, it shall take such actions, if any, as may be necessary or appropriate to remediate such Special Notice Event, including without limitation such actions required under Section 1.141-12 of the Treasury Regulations or a closing agreement with the Internal Revenue Service and provide to the Authority an Opinion of Bond Counsel outlining the plan of remediation and whether or not the tax exempt status of the Series 2021 A Bonds will be preserved. In the event the Authority becomes aware of a Special Notice Event, the Authority shall have the right, upon prior written notice to the Public University, to conduct its own investigation and at the sole cost of expense of the Public University, retain Bond Counsel to determine any and all actions required to remediate such Special Notice Event.

**SECTION 11.05. Rebate Requirement.**

(a) The Authority and the Public University covenant and agree that no Prohibited Investments or Dispositions (as described in the Tax Certificate) will be made with respect to the gross proceeds of the Series 2021 A Bonds and that the Authority shall calculate or cause to be calculated the Rebate Amount at the times and in the manner set forth in the Tax Certificate and shall pay or direct in writing the Trustee to pay (but only from amounts received from the Public University under this Agreement) the Rebate Amount from the Rebate Account to the United States, in the percentage, at the times and in the manner set forth in the Tax Certificate.

(b) Notwithstanding any other provision of this Agreement, to the extent that funds and accounts held by the Trustee are less than the amount required to be caused to be deposited by the Authority in the Rebate Fund for the Series 2021 A Bonds, the Public University will pay to the Authority the amount equal to the Rebate Amount.

(c) The provisions of Section 11.05 of each of the Prior Leases are hereby incorporated by reference herein and shall remain in effect as to such respective series of bonds, notwithstanding the discharge of the related Prior Lease, so long as any rebate obligations remain applicable thereto.

**SECTION 11.06. Agreement Not to Purchase Bonds.** The Public University agrees that neither it nor any person related to it, within the meaning of Treasury Regulations Section 1.150-1(b), pursuant to an arrangement, formal or informal, shall purchase the Series 2021 A Bonds in an amount related to the amount of the payments to be made pursuant to this Agreement.

**SECTION 11.07. Right to Obtain Bond Counsel Opinion.** The Authority and the Public University shall not be required to comply with any one or more requirements of Sections 11.04, 11.05 and 11.06 hereof to the extent that an Opinion of Bond Counsel, reasonably acceptable to the Authority, is obtained to the effect that failure to comply with such requirements or compliance with other requirements in lieu of Sections 11.04, 11.05 and 11.06 hereof will not impair the exclusion from gross income of interest on the Series 2021 A Bonds for purposes of federal income taxation under Section 103 of the Code.

**SECTION 11.08. Continuing Disclosure.** The Public University 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 or any other provision of this Agreement, failure of the Public University to comply with or perform its obligations under this Section 11.08 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 University to comply with its obligations under this Section 11.08 or under the Continuing Disclosure Agreement.

**SECTION 11.09. Review and Execution of Financing Documents.** The Public University hereby represents and warrants to the Authority, and the Swap Provider, if any, that the Public University 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 New Jersey Office of the Attorney General has provided legal counsel to both the Authority and the Public University. The Public University hereby acknowledges that the Authority is entering into the Financing Documents at the request of, and as an accommodation to, the Public University, and that the terms of the Financing Documents have been negotiated by, and are acceptable to, the Public University.

**SECTION 11.10. Additional Representations and Warranties.** The Public University hereby makes the following representations and warranties to the Authority as of the Closing Date:

(a) Revised Article 9. The Public University covenants and agrees to cooperate with the Authority in complying with the provisions of revised Article 9 of the Uniform Commercial Code enacted by the New Jersey 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 University 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 University as of said dates and the results of the operations of the Public University 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 University 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 University 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 University is a party, and to perform its obligations hereunder and thereunder.

(d) Authorization and Validity. The execution and delivery by the Public University of this Agreement and any other Financing Documents to which the Public University is a party have been duly authorized by proper proceedings of the Public University, and no further approval, authorization or consents are required by law or otherwise. This Agreement and the other Financing Documents to which the Public University is a party, constitute the legal, valid and binding obligations of the Public University 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 University of this Agreement and any other Financing Documents to which the Public University 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 University, the Public University's organizational documents or the provisions of any indenture, instrument or agreement to which the Public University 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. 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 University, threatened against or affecting the Public University (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 University is a party, (ii) the tax exempt status of the Public University or of the interest on the Bonds, or (iii) the Public University's property, assets, operations or conditions, financial or otherwise, or its ability to perform its obligations hereunder or under such other Financing Documents; or (y) which in any way contests the existence, organization or powers of the Public University the titles of the officers of the Public University to their respective offices, except as disclosed in the Official Statement relating to the Bonds.

(g) Swap Agreements. To the extent that the obligations of the Public University hereunder relate to a Swap Agreement, the Public University represents that the Authority will be entering into such Swap Agreement on behalf of the Public University to assist it in managing its borrowings or investments, and not for purposes of speculation. The Public University 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 University will provide the Authority (or the Swap Provider, if directed by an Authorized Officer of the Authority) any information about the Public University which is required to be provided, including, without limitation, audited or unaudited financial statements of the Public University at the times such information is required and to confirm that the representations of the Public University 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 University 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 University herein and expressly authorizes the Authority to rely on such agreements, warranties and representations of the Public University in so doing. The Public University 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 11.11. Additional Covenants.** During the term of this Agreement, and until the Public University has paid in full all of its obligations hereunder, the Public University hereby covenants and agrees as follows:

(a) Existence. The Public University shall maintain its existence as a public institution of higher education formed under the laws of the State of New Jersey, and shall not merge, consolidate, liquidate or sell substantially all of its assets.

(b) Compliance With Laws. The Public University 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 University is a party, or the operations, affairs, properties, condition (financial or otherwise) or prospects of the Public University; provided, however, that the Public University 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 University'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 University shall operate and use or cause the Project Facilities and the Leased Facilities and each portion thereof to be operated and used as educational facilities constituting an authorized "Project" under the Act.

(d) Indemnification. The Public University shall indemnify the Authority as follows:

(i) The Public University 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, Leased Facilities and/or the Project, arising from the use or occupancy of the Project Facilities, Leased Facilities and the Project by the Public University, 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 University'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 University 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, the Leased Facilities and the Project Facilities.

(iii) The Indemnified Parties, respectively, will give prompt written notice to the Public University 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 University from its obligation under this Section. Upon receipt of such notification, the Public University 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 any

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.

(e) Compliance With Bond Insurer Provisions of Indenture. The Public University acknowledges the provisions of the Indenture pertaining to the Bond Insurer, and agrees, so long as the Bonds are outstanding and the Bond Insurer is not in default under the Bond Insurance Policy (subject to any rights of the Bond Insurer to the extent it has become subrogated to the Holders of any Bonds), to comply with the provisions thereof, including, without limitation, providing the notices and information required under Section 12.11(f) of the Indenture, making the payments that may be required under Section 12.11(h), (i) and (j) of the Indenture, and complying with the prohibition on purchasing the Bonds set forth in Section 12.11(m) of the Indenture.

**SECTION 11.12. Reports and Records Furnished by the Public University.** The Public University shall, if and when reasonably requested by the Authority, provide the following reports and records to the Trustee and the Authority concerning the Project Facilities and the condition of the Public University:

(a) The Public University shall deliver to the Authority any records required by Section 11.04(b) of this Agreement and the Tax Certificate. The Public University also shall furnish annually to the Authority a certification to the effect that the Public University has retained such records. The Public University will retain all such records until three years after the last scheduled maturity date of the Bonds, or in the event the Bonds are retired early, three years after the final retirement of the Bonds.

(b) The Public University acknowledges that the Authority shall have the right at any time, and in the sole and absolute discretion of the Authority, to redetermine the particular records required under Section 11.04(b) of this Agreement. The Public University also acknowledges that if, in the judgment of the Authority, the records retained by the Public University are insufficient, the Authority shall have the right to obtain from the Public University all information necessary to construct the records necessary to demonstrate compliance with Sections 141 of the Code. Additionally, the Authority may, with reasonable cause, retain counsel to construct or review such records. The Public University hereby agrees to be bound by any such records or review, absent manifest error, and to pay the reasonable expenses of the Authority and the reasonable fees and expenses of counsel retained by the Authority as Additional Lease Payments.

**SECTION 11.13. Additional Reporting Requirements of the Public University.** The Public University shall furnish or cause to be furnished to the Bond Insurer, if any:

(a) As soon as practicable after they are available but in no event more than one hundred eighty (180) days after the last day of each fiscal year, the audit report and audited financial statements of the Public University for such fiscal year certified by an independent

certified public accountant, covering the operations of the Public University for such fiscal year and containing a statement of net assets as of the end of such fiscal year, a statement of revenues, expenses and changes in net assets, and a statement of cash flows for such fiscal year, showing in each case in comparative form the financial figures for the preceding fiscal year, and also containing a detailed certification evidencing compliance with the covenants contained in Sections 5.16 and 5.17 hereof;

(b) Any notice, report or certificate required to be delivered by the Public University to the Trustee under the Indenture and/or this Agreement;

(c) Prior to issuing additional debt, a copy of any disclosure document pertaining to such additional debt, which disclosure document shall include, without limitation, the applicable maturity schedule, interest rate or rates, and redemption and security provisions pertaining to any such additional debt;

(d) Notice of any material adverse change in the financial condition of the Public University, including notice of any litigation or investigation that may have a material adverse effect on the financial position of the Public University, within sixty (60) days following notice of such litigation or investigation; and

(e) Such other information as the Bond Insurer shall reasonably request.

## 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 any party pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail to the office of the other party or parties as set forth in the Indenture. 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, the Public University and the Bond Insurer and in accordance with the provisions of the Indenture.

**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 and Bond Insurer as Beneficiaries.** (a) To the extent this Agreement or the Indenture confers upon or gives or grants to a Swap Provider any right, remedy or claim under or by reason of this Agreement, the Swap Provider 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.

(b) To the extent this Agreement confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason of this Agreement, the Bond Insurer 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 of New Jersey without regard to conflict of law principles.

**{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}**

**IN WITNESS WHEREOF**, the New Jersey Educational Facilities Authority has caused these presents to be executed by its Executive Director and the Public University has caused these presents to be executed by the Vice President for Administration and Finance of the Public University, all as of the day and year first hereinabove set forth.

**NEW JERSEY EDUCATIONAL  
FACILITIES AUTHORITY**

Signed and delivered in the  
presence of:

\_\_\_\_\_  
Steven P. Nelson  
Assistant Secretary

By: \_\_\_\_\_  
Eric D. Brophy, Esq.  
Executive Director

**NEW JERSEY CITY UNIVERSITY**

Signed and delivered in the  
presence of:

\_\_\_\_\_

By: \_\_\_\_\_  
Aaron Aska, Ed.D.  
Vice President for Administration  
and Treasury

STATE OF NEW JERSEY            )  
  )  
COUNTY OF HUDSON            )        SS.

BE IT REMEMBERED that on \_\_\_\_\_, 2021 before me the subscriber, a Notary Public of the State of New Jersey, personally appeared Aaron Aska, Ed.D. who being by me duly sworn according to law on his oath, says that such person is the Vice President for Administration and Treasury of NEW JERSEY CITY UNIVERSITY, the Public University named in the within instrument; and that this person thereupon acknowledged that the instrument signed and delivered by said Vice President for Administration and Treasury, as and for such person's voluntary act and deed and as and for the voluntary act and deed of said Public University.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )  
 )           SS.  
COUNTY OF MIDDLESEX )

BE IT REMEMBERED that on \_\_\_\_\_, 2021 before me the subscriber, a Notary Public 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 such person 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 such person's voluntary act and deed and as and for the voluntary act and deed of said Authority.

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Notary Public

**EXHIBIT A**

**PROPERTY DESCRIPTIONS OF LEASED FACILITIES SITE**

John J. Moore Athletics & Fitness Center and Academic Building

Fries Hall and Frank J. Guarini Library

Fine Arts Building/Visual Arts Building

Rossey Hall

Science Building

Hepburn Hall

Michael B. Gilligan Student Union

Arts & Sciences Building

**EXHIBIT B**

**DESCRIPTION OF PROJECT FACILITIES**

**EXHIBIT C**

**SCHEDULE OF BASIC LEASE PAYMENTS**

(Included for Informational Purposes Only)

## EXHIBIT D

### 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 of Bond Proceeds** – if any portion of the proceeds of the Bonds (including any investment earnings) thereon are to be loaned by the Public University;

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 entity 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 the financed and/or refinanced projects, such as janitorial services or office equipment repair, or (ii) a qualified management contract described in Rev. Proc. 2017-13 (and to the extent provided in Rev. Proc. 2017-13, Rev. Proc. 97-13, as amended and supplemented) (Note: a contract that results in the payment of a concession or similar fee to the Public University 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 University, or any organization related to the Public University, 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

8. **Unexpected Payments or Proceeds** – if the Public University receives funds related to the 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:

None

**ESCROW DEPOSIT AGREEMENT**

**Dated as of March \_\_, 2021**

**by and between**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**and**

**THE BANK OF NEW YORK MELLON, as Escrow Agent**

## ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this “Agreement”) is dated as of March \_\_, 2021 by and between NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY (the “Authority”) and THE BANK OF NEW YORK MELLON, a banking corporation organized and existing under the laws of the State of New York, as Escrow Agent (the “Escrow Agent”).

### WITNESSETH:

WHEREAS, the Authority has previously issued and sold its Revenue Refunding Bonds, New Jersey City University Issue, Series 2007 F (the “Series 2007 F Bonds”) on behalf of New Jersey City University (the “Public University”) pursuant to the terms and provisions of a bond resolution of the Authority adopted on February 28, 2007 and a Trust Indenture dated as of April 1, 2007 by and between the Authority and The Bank of New York Mellon, as successor to The Bank of New York, as trustee (the “Series 2007 F Indenture”); and

WHEREAS, the Authority has previously issued and sold its Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F (Federally Taxable) (the “Series 2008 F Bonds”) on behalf of the Public University pursuant to the terms and provisions of a bond resolution of the Authority adopted on February 27, 2008, as amended on March 31, 2008, and a Trust Indenture dated as of April 1, 2008 by and between the Authority and The Bank of New York Mellon, as successor to The Bank of New York, as trustee (the “Series 2008 F Indenture”); and

WHEREAS, the Authority has previously issued and sold its Revenue Bonds, New Jersey City University Issue, Series 2010 F (Tax-Exempt) (the “Series 2010 F Bonds”) on behalf of the Public University pursuant to the terms and provisions of a bond resolution of the Authority adopted on May 25, 2010 and a Trust Indenture dated as of September 1, 2010 by and between the Authority and The Bank of New York Mellon, as trustee (the “Series 2010 F Indenture”); and

WHEREAS, each of the Series 2007 F Indenture, the Series 2008 F Indenture and the Series 2010 F Indenture (collectively, the “Prior Indentures”) provides, in substance, that if the Authority shall pay or cause to be paid to the holders of the Series 2007 F Bonds, the Series 2008 F Bonds and the Series 2010 F Bonds (collectively, the “Prior 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 Prior Indentures to the Prior Bonds, and all other rights granted by the Prior Indentures to the Prior Bonds shall be discharged and satisfied; and

WHEREAS, the Authority is now issuing \$\_\_\_\_\_ principal amount of its Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt) (the “Series 2021 A Bonds”) and \$\_\_\_\_\_ principal amount of its Revenue Refunding Bonds New Jersey City University Issue, Series 2021 B (Federally Taxable) (the “Series 2021 B Bonds”), pursuant to an amended and restated bond resolution adopted by the Authority on \_\_\_\_\_, 2021 and a Trust Indenture dated as of March 1, 2021 by and between the Authority and The Bank of New York Mellon (the “Trust Indenture”) to provide, among other things, for the current refunding of

certain of the outstanding Series 2007 F Bonds (the “Series 2007 F Bonds to be Refunded”), the current refunding of all of the outstanding Series 2008 F Bonds (the “Series 2008 F Bonds to be Refunded”) and the current refunding of certain of the outstanding Series 2010 F Bonds (the “Series 2010 F Bonds to be Refunded”), all as described in the attached Exhibit A-1 (collectively, the “Bonds to be Refunded”); and

WHEREAS, pursuant to the Trust Indenture, the Authority has authorized the deposit with the Escrow Agent of amounts from the proceeds of the Series 2021 A Bonds and the Series 2021 B Bonds which, together with certain moneys transferred from certain amounts on deposit in the various funds and accounts established under the Prior Indentures, and the investment income to be earned on such proceeds and transferred moneys, will be sufficient to pay the principal of and interest on Bonds to be Refunded until \_\_\_\_\_, 2021 (the “Redemption Date”) and to pay the redemption price of the Bonds to be Refunded on the Redemption Date; and

WHEREAS, upon the deposit with the Escrow Agent of moneys which, together with the investment income to be earned thereon, will be sufficient to pay the principal of and the interest on the Bonds to be Refunded until and on their respective Redemption Dates, and the giving of certain irrevocable instructions by the Authority to the Escrow Agent as herein provided, the Bonds to be Refunded shall cease to be entitled to any lien, benefit or security under the Prior Indentures, 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, and within such fund, separate accounts for the sole and exclusive benefit of (i) the Series 2007 F Bonds to be Refunded (the “Series 2007 F Account”), (ii) the Series 2008 F Bonds to be Refunded (the “Series 2008 F Account”) and (iii) the Series 2010 F 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. (a) The Escrow Agent hereby acknowledges receipt of immediately available funds in the aggregate amount of \$\_\_\_\_\_, consisting of proceeds of the Series 2021 A Bonds in the amount of \$\_\_\_\_\_ (of which \$\_\_\_\_\_ will be deposited in the Series 2010 F Account) and proceeds of the Series 2021 B Bonds in the amount of \$\_\_\_\_\_ (of which \$\_\_\_\_\_ will be deposited in the Series 2007 F Account and \$\_\_\_\_\_ will be deposited in the Series 2008 F Account).

(b) The Escrow Agent, in its capacity as trustee for the Series 2007 F Bonds, is hereby directed to transfer into the Series 2007 F Account the following amounts on deposit in funds established under the Series 2007 F Indenture (or otherwise held by such trustee) for deposit as set forth in Section 3 hereof, consisting of:

- (i) \$ \_\_\_\_\_ in the Revenue Fund;
- (ii) \$ \_\_\_\_\_ in the Interest Account of the Debt Service Fund;
- (iii) \$ \_\_\_\_\_ in the Principal Account in the Debt Service Fund; and
- (iv) \$ \_\_\_\_\_ in the Rental Pledge Account.

(c) The Escrow Agent, in its capacity as trustee for the Series 2008 F Bonds, is hereby directed to transfer into the Series 2008 F Account the following amounts on deposit in funds established under the Series 2008 F Indenture (or otherwise held by such trustee) for deposit as set forth in Section 3 hereof, consisting of:

- (i) \$ \_\_\_\_\_ in the Revenue Fund;
- (ii) \$ \_\_\_\_\_ in the Interest Account of the Debt Service Fund;
- (iii) \$ \_\_\_\_\_ in the Principal Account in the Debt Service Fund; and
- (iv) \$ \_\_\_\_\_ in the Rental Pledge Account.

(d) The Escrow Agent, in its capacity as trustee for the Series 2010 F Bonds, is hereby directed to transfer into the Series 2010 F Account the following amounts on deposit in funds established under the Series 2010 F Indenture (or otherwise held by such trustee) for deposit as set forth in Section 3 hereof, consisting of:

- (i) \$ \_\_\_\_\_ in the Construction Fund (to the extent allocable to the Series 2010 F Bonds);
- (ii) \$ \_\_\_\_\_ in Debt Service Fund; and
- (ii) \$ \_\_\_\_\_ in the Rental Pledge Account.

SECTION 3. The Escrow Agent shall immediately deposit the amounts set forth in Section 2 hereof in the Escrow Fund, aggregating \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ shall be deposited in the Series 2007 F Account, \$ \_\_\_\_\_ shall be deposited in the Series 2008 F Account and \$ \_\_\_\_\_ shall be deposited in the Series 2010 F Account. The Escrow Agent shall apply such deposited amounts as follows:

(a) The Escrow Agent shall apply \$ \_\_\_\_\_ of the amount deposited in the Series 2007 F Account on March \_\_, 2021 to the purchase of the securities listed on Exhibit B-1 attached hereto, and shall retain \$ \_\_\_\_\_ uninvested in cash in the Series 2007 F Account.

(b) The Escrow Agent shall apply \$ \_\_\_\_\_ of the amount deposited in the Series 2008 F Account on March \_\_, 2021 to the purchase of the securities listed on Exhibit B-2 attached hereto, and shall retain \$ \_\_\_\_\_ uninvested in cash in the Series 2008 F Account.

(c) The Escrow Agent shall apply \$\_\_\_\_\_ of the amount deposited in the Series 2010 F Account on March \_\_, 2021 to the purchase of the securities listed on Exhibit B-3 attached hereto, and shall retain \$\_\_\_\_\_ uninvested in cash in the Series 2010 F Account.

The securities listed on Exhibits B-1, B-2 and B-3 consist entirely of direct obligations of the United States of America which are not subject to redemption prior to their maturity (“Defeasance Securities”). No investment whatsoever shall be made by the Escrow Agent with such cash amounts. 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 and redemption price of and interest on each series of the Bonds to be Refunded to each Redemption Date, as set forth on Exhibit A.

SECTION 4. (a) The Escrow Agent agrees that the amounts deposited in each account of 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 benefit of the holders of the respective series of Bonds to be Refunded. 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 and the Prior Indentures, 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 on Exhibits B-1, B-2 and B-3 shall remain uninvested. For the purposes of the immediately preceding sentence “uninvested” shall mean held as a cash balance in respective account in the Escrow Fund and not invested for any purpose.

SECTION 5. (a) 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 which are non-callable. Any substituted Defeasance Securities or cash shall be a part of and credited to the Escrow Fund. The Authority hereby covenants that and agrees that it will not request the Escrow Agent to exercise any of the powers described in the preceding sentences in any manner which would cause the Series 2021 A Bonds to be arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations promulgated thereunder in effect on the date of such request and applicable to the Series 2021 A Bonds. The Escrow Agent shall purchase such substitute Defeasance Securities with the proceeds derived from the sale,

transfer, disposition or redemption of the 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, the Escrow Agent and, as applicable, Financial Guaranty Insurance Company (“FGIC”), as insurer of the Series 2007 F Bonds to be Refunded, or Assured Guaranty Corp. (“AGC”), as insurer of the Series 2008 F Bonds to be Refunded and the Series 2010 F Bonds to be Refunded, 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 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 Series 2021 A Bonds or 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 Escrow Agent, the Trustee, the Authority’s financial advisor or NW Financial Group, LLC, the Public University’s financial advisor, at the request of the Authority and the Public University, shall prepare and file the appropriate application therefor. The Escrow Agent shall incur no liability for complying with the provisions of this Section except for its own negligence or willful misconduct.

(b) The Authority hereby covenants that it will not authorize or permit the Escrow Agent to use directly or indirectly any part of the moneys or funds at any time in the Escrow Fund to acquire any investment property, the acquisition of which would cause any Series 2021 A Bonds to be “arbitrage bonds” as defined in Section 148(a) of the Code as then in effect.

SECTION 6. The Authority hereby irrevocably instructs the Escrow Agent and the Escrow Agent hereby agrees to:

(a) redeem the respective Bonds to be Refunded on the respective Redemption Dates, in the amounts and at the respective redemption prices set forth on Exhibit A, and to apply the principal of and interest earned on the Defeasance Securities to the payment of the interest on, and the principal or Redemption Price of the Bonds to be Refunded as the same shall become due as set forth on Exhibit A;

(b) mail to the holders of the Series 2007 F Bonds to be Refunded, as soon as practicable after the date hereof, and in any event not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date (i.e., \_\_\_\_\_, 2021), a notice of refunding and redemption substantially in the form attached hereto as Exhibit D-1 and in accordance with the Series 2007 F Indenture;

(c) mail to the holders of the Series 2008 F Bonds to be Refunded, the Series 2010 F Bonds to be Refunded and the Series 2010 G Bonds to be Refunded, as soon as practicable after the date hereof, a notice of refunding substantially in the form attached hereto as Exhibit D-2, and in accordance with the Series 2008 F Indenture and the Series 2010 F/G Indenture; and

(d) mail to the holders of the Series 2008 F Bonds to be Refunded and the Series 2010 F Bonds to be Refunded, not less than thirty (30) nor more than forty-five (45) days prior to the Redemption Date (i.e., \_\_\_\_\_, 2021), a notice of redemption substantially in the form attached hereto as Exhibit D-3, and in accordance with the Series 2008 F Indenture and the Series 2010 F Indenture

In addition, the Escrow Agent shall cause notices of such refunding and redemption to be provided (x) 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, (y) in the case of the Series 2007 F Bonds to be Refunded, by registered or certified mail to Financial Guaranty Insurance Company, 463 Seventh Avenue, 16<sup>th</sup> Floor, New York, New York 10018, Attention: Surveillance, in accordance with the Series 2007 F Indenture, and (z) in the case of the Series 2008 F Bonds to be Refunded, the Series 2010 F Bonds to be Refunded, by registered or certified mail to Assured Guaranty Corp., 31 West 52<sup>nd</sup> Street, New York, New York 10019, Attention: Communications Department, in accordance with the Series 2008 F Indenture and the Series 2010 F Indenture. Notwithstanding anything herein to the contrary, the only remedy for the failure by the Escrow Agent to post any notice with the MSRB via its Electronic Municipal Marketplace Access system shall be an action by a holder of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance.

SECTION 7. On July 1, 2021, after payment of principal 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 Interest Account of the Debt Service Fund established pursuant to the Trust Indenture for application solely for the payment of the Series 2021 A 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 in the Escrow Fund, 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 Public University 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 which 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 respective duties hereunder except for its own negligence or willful misconduct.

(c) The Escrow Agent shall be entitled to conclusively 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 Public University 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 Prior Indentures) 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 sixty (60) days written notice to the Authority of such resignation; (ii) it has given notice of resignation to the Holders of the Bonds to be Refunded in the manner prescribed in the Prior Indentures; (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 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 (e) 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 Public University 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 sixty (60) days after the giving by the Escrow Agent of written notice of resignation in accordance with Section 9(e), 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 thirty (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 (e) of Section 9 above.

(f) Upon any removal or resignation of the Escrow Agent, the successor Escrow Agent shall provide written notice of such resignation or removal, and of the appointment of a successor Escrow Agent, in the same manner as is prescribed in the Prior Indentures for the removal, resignation and appointment of a successor Trustee thereunder. Any bank that merges with or merges into the Escrow Agent or any corporation or association succeeding to the corporate trust business of 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 which 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 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.*

SECTION 11. This Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without the written consent of FGIC, AGC and 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 2021 A 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 2021 A Bonds in accordance with such change will not (i) adversely affect the exclusion of interest on the Series 2021 A Bonds from gross income provided under Section 103 of the Code or (ii) cause any of the Bonds to be Refunded to be deemed “outstanding” within the meaning of Section 1.01 of the Prior Indentures.

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](http://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 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 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. The Escrow Agent agrees to accept and act upon instructions or directions (“Instructions”) given pursuant to this Agreement and delivered using Electronic Means (as defined below), provided, however, that the Authority shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent’s understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. “Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

SECTION 17. 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.

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

THE BANK OF NEW YORK MELLON,  
as Escrow Agent

By: \_\_\_\_\_  
Vice President

**EXHIBIT A**

**BONDS TO BE REFUNDED**

**Series 2007 F Bonds to be Refunded  
Redemption Date: \_\_\_\_\_, 2021**

Maturity Date July 1	Principal Amount	Interest Rate	Redemption Price	CUSIP
2021	\$ 925,000	4.000%	100%	646065BP6
2022	\$ 965,000	4.000%	100%	646065BQ4
2023	\$1,005,000	4.125%	100%	646065BR2
2024	\$1,045,000	4.125%	100%	646065BS0
2025	\$1,085,000	4.125%	100%	646065BT8
2026	\$1,135,000	4.125%	100%	646065BU5
2028	\$2,405,000	4.125%	100%	646065BV3
2032	\$ 810,000 <sup>1</sup>	4.250%	100%	646065 <sup>2</sup>

**Series 2008 F Bonds to be Refunded  
Redemption Date: \_\_\_\_\_, 2021**

Maturity Date July 1	Principal Amount	Interest Rate	Redemption Price	CUSIP
2036	\$6,175,000	6.850%	103%	646065QR6

**Series 2010 F Bonds to be Refunded  
Redemption Date: \_\_\_\_\_, 2021**

Maturity Date July 1	Principal Amount	Interest Rate	Redemption Price	CUSIP
2021	\$2,120,000	4.00%	100%	646065J29
2022	\$2,210,000	4.00%	100%	646065J37
2023	\$1,000,000	4.00%	100%	646065J45
2024	\$1,040,000	4.00%	100%	646065J52
2025	\$1,085,000	4.00%	100%	646065J60
2026	\$1,130,000	4.00%	100%	646065J78
2027	\$1,170,000	4.00%	100%	646065J86
2028	\$1,220,000	4.00%	100%	646065J94

<sup>1</sup> Represents a portion of the \$3,455,000 Term Bond maturing July 1, 2032 allocable to the July 1, 2029 mandatory sinking fund installment.

<sup>2</sup> Represents the new CUSIP assigned to the \$810,000 refunded portion of the \$3,455,000 Term Bond maturing July 1, 2032. The original CUSIP for both the \$810,000 refunded portion and the \$2,645,000 unrefunded portion was 646065BW1.

**EXHIBIT B-1**

**DESCRIPTION OF SECURITIES  
FOR DEPOSIT IN THE SERIES 2007 F ACCOUNT**

**EXHIBIT B-2**

**DESCRIPTION OF SECURITIES  
FOR DEPOSIT IN THE SERIES 2008 F ACCOUNT**

**EXHIBIT B-3**

**DESCRIPTION OF SECURITIES  
FOR DEPOSIT IN THE SERIES 2010 F ACCOUNT**

**EXHIBIT C**

**VERIFICATION REPORT OF  
CAUSEY DEMGEN & MOORE P.C.**

See Closing Item No. \_\_

**EXHIBIT D-1**

**NOTICE OF REFUNDING AND OPTIONAL REDEMPTION**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**Revenue Refunding Bonds, New Jersey City University Issue, Series 2007 F,  
dated April 4, 2007**

**NOTICE IS HEREBY GIVEN** that, pursuant to the provisions of a Trust Indenture dated as of April 1, 2007 by and between the New Jersey Educational Facilities Authority (the “Authority”) and The Bank of New York, as trustee (the “Indenture”), there has been deposited with The Bank of New York Mellon, as Escrow Agent, moneys and/or direct obligations of the United States of America that are not subject to redemption prior to maturity, the principal of and interest when due will provide moneys which (together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay when due the Redemption Price and interest due and to become due on the bonds referenced below (collectively, the “Bonds”) on and prior to their respective maturity dates on \_\_\_\_\_, **2021** (the “Redemption Date”), and that the Authority has given the Escrow Agent irrevocable instructions to call the Bonds for optional redemption on the Redemption Date at a redemption price of 100% of the principal amount thereof, plus interest accrued to the Redemption Date.

**Series 2007 F Bonds**

Maturity Date July 1	Principal Amount	Interest Rate	CUSIP
2021	\$ 925,000	4.000%	646065BP6
2022	\$ 965,000	4.000%	646065BQ4
2023	\$1,005,000	4.125%	646065BR2
2024	\$1,045,000	4.125%	646065BS0
2025	\$1,085,000	4.125%	646065BT8
2026	\$1,135,000	4.125%	646065BU5
2028	\$2,405,000	4.125%	646065BV3
2032	\$ 810,000 <sup>3</sup>	4.250%	646065 <sup>4</sup>

The Bonds have been called for redemption as aforesaid. On the Redemption Date, moneys will be available for the payment of the principal or Redemption Price on said Bonds. Accordingly, said Bonds are deemed to have been paid in accordance with the Indenture. You

<sup>3</sup> Represents a portion of the \$3,455,000 Term Bond maturing July 1, 2032 allocable to the July 1, 2029 mandatory sinking fund installment.

<sup>4</sup> Represents the new CUSIP assigned to the \$810,000 refunded portion of the \$3,455,000 Term Bond maturing July 1, 2032. The original CUSIP for both the \$810,000 refunded portion and the \$2,645,000 unrefunded portion was 646065BW1.

are hereby notified that the Bonds should be presented for redemption at the corporate trust office of the Escrow Agent, The Bank of New York Mellon, as follows:

Mailing Address  
The Bank of New York Mellon  
P.O. Box 396  
East Syracuse, NY 10357  
Attn: Bond Redemption Unit

Hand Delivery  
The Bank of New York Mellon  
111 Sanders Creek Parkway  
East Syracuse, NY 10357  
Attn: Bond Redemption Unit

on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds will become due and payable at the redemption price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds 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 or as contained in this Notice of Refunding and Optional Redemption. Reliance may only be placed on the identification numbers printed herein or on the Bonds.

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**  
**By: The Bank of New York Mellon, as Escrow Agent**

**EXHIBIT D-2**

**NOTICE OF REFUNDING**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F  
(Federally Taxable), dated April 24, 2008**

**Revenue Bonds, New Jersey City University Issue, Series 2010 F  
(Tax Exempt), dated September 2, 2010**

**NOTICE IS HEREBY GIVEN** that, pursuant to the provisions of a Trust Indenture dated as of April 1, 2008 by and between the New Jersey Educational Facilities Authority (the “Authority”) and The Bank of New York, as trustee, and a Trust Indenture dated as of September 1, 2010 by and between the Authority and The Bank of New York Mellon, as trustee (collectively, the “Indentures”), there has been deposited with The Bank of New York Mellon, as Escrow Agent, moneys and/or direct obligations of the United States of America that are not subject to redemption prior to maturity, the principal of and interest when due will provide moneys which (together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay when due the Redemption Price and interest due and to become due on the bonds referenced below (collectively, the “Bonds”) on and prior to their respective maturity dates on \_\_\_\_\_, **2021** (the “Redemption Date”), and that the Authority has given the Escrow Agent irrevocable instructions to call the Bonds for optional redemption on the Redemption Date at a redemption price of 100% of the principal amount thereof, plus interest accrued to the Redemption Date.

**Series 2008 F Bonds  
Redemption Price: 103%**

Maturity Date July 1	Principal Amount	Interest Rate	CUSIP
2036	\$6,175,000	6.850%	646065QR6

**Series 2010 F Bonds  
Redemption Price: 100%**

Maturity Date July 1	Principal Amount	Interest Rate	CUSIP
2021	\$2,120,000	4.00%	646065J29
2022	\$2,210,000	4.00%	646065J37
2023	\$1,000,000	4.00%	646065J45
2024	\$1,040,000	4.00%	646065J52
2025	\$1,085,000	4.00%	646065J60
2026	\$1,130,000	4.00%	646065J78
2027	\$1,170,000	4.00%	646065J86

2028	\$1,220,000	4.00%	646065J94
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On the Redemption Date, moneys will be available for the payment of the principal or Redemption Price on said Bonds. Accordingly, said Bonds are deemed to have been paid in accordance with the Resolution. You are hereby notified that the Bonds should be presented for redemption at the corporate trust office of the Escrow Agent, The Bank of New York Mellon, as follows:

Mailing Address  
The Bank of New York Mellon  
P.O. Box 396  
East Syracuse, NY 10357  
Attn: Bond Redemption Unit

Hand Delivery  
The Bank of New York Mellon  
111 Sanders Creek Parkway  
East Syracuse, NY 10357  
Attn: Bond Redemption Unit

on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds will become due and payable at the redemption price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds 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 or as contained in this Notice of Refunding. Reliance may only be placed on the identification numbers printed herein or on the Bonds.

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**  
**By: The Bank of New York Mellon, as Escrow Agent**

**EXHIBIT D-3**

**NOTICE OF OPTIONAL REDEMPTION**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F  
(Federally Taxable), dated April 24, 2008**

**Revenue Bonds, New Jersey City University Issue, Series 2010 F  
(Tax Exempt), dated September 2, 2010**

**NOTICE IS HEREBY GIVEN** that, pursuant to the provisions of a Trust Indenture dated as of April 1, 2008 by and between the New Jersey Educational Facilities Authority (the “Authority”) and The Bank of New York, as trustee, and a Trust Indenture dated as of September 1, 2010 by and between the Authority and The Bank of New York Mellon, as trustee (collectively, the “Indentures”), the bonds referenced below (the “Bonds”) have been called for redemption on \_\_\_\_\_, 2021 (the “Redemption Date”), at the respective redemption prices referenced below (the “Redemption Price”), expressed as a percentage of the principal amount thereof, plus interest accrued to the Redemption Date.

**Series 2008 F Bonds  
Redemption Price: 103%**

Maturity Date July 1	Principal Amount	Interest Rate	CUSIP
2036	\$6,175,000	6.850%	646065QR6

**Series 2010 F Bonds  
Redemption Price: 100%**

Maturity Date July 1	Principal Amount	Interest Rate	CUSIP
2021	\$2,120,000	4.00%	646065J29
2022	\$2,210,000	4.00%	646065J37
2023	\$1,000,000	4.00%	646065J45
2024	\$1,040,000	4.00%	646065J52
2025	\$1,085,000	4.00%	646065J60
2026	\$1,130,000	4.00%	646065J78
2027	\$1,170,000	4.00%	646065J86
2028	\$1,220,000	4.00%	646065J94

On the Redemption Date, moneys will be available for the payment of the principal or Redemption Price on said Bonds. Accordingly, said Bonds are deemed to have been paid in accordance with the Resolution. You are hereby notified that the Bonds should be presented for

redemption at the corporate trust office of the Escrow Agent, The Bank of New York Mellon, as follows:

Mailing Address

The Bank of New York Mellon  
P.O. Box 396  
East Syracuse, NY 10357  
Attn: Bond Redemption Unit

Hand Delivery

The Bank of New York Mellon  
111 Sanders Creek Parkway  
East Syracuse, NY 10357  
Attn: Bond Redemption Unit

on or immediately prior to the Redemption Date. On the Redemption Date, the Bonds will become due and payable at the redemption price stated above, plus interest accrued to the Redemption Date, and interest on the Bonds 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 or as contained in this Notice of Optional Redemption. Reliance may only be placed on the identification numbers printed herein or on the Bonds.

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**By: The Bank of New York Mellon, as Escrow Agent**

**ESCROW DEPOSIT AGREEMENT**

**Dated as of March \_\_, 2021**

**by and between**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**and**

**U.S. BANK NATIONAL ASSOCIATION, as Escrow Agent**

## ESCROW DEPOSIT AGREEMENT

THIS ESCROW DEPOSIT AGREEMENT (this “Agreement”) is dated as of March \_\_, 2021 by and between NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY (the “Authority”) and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as Escrow Agent (the “Escrow Agent”).

### WITNESSETH:

WHEREAS, the Authority has previously issued and sold its Revenue Bonds, New Jersey City University Issue, Series 2016 D (the “Series 2016 D Bonds”) on behalf of New Jersey City University (the “Public University”) pursuant to the terms and provisions of a bond resolution of the Authority adopted on March 22, 2016 and a Trust Indenture dated as of June 1, 2016 by and between the Authority and U.S. Bank National Association, as trustee (the “Prior Indenture”); and

WHEREAS, the Prior Indenture provides, in substance, that if the Authority shall pay or cause to be paid to the holders of the Series 2016 D 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 Prior Indenture to the Series 2016 D Bonds, and all other rights granted by the Prior Indenture to the Series 2016 D Bonds shall be discharged and satisfied; and

WHEREAS, the Authority is now issuing \$ \_\_\_\_\_ principal amount of its Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable) (the “Series 2021 B Bonds”), pursuant to an amended and restated bond resolution adopted by the Authority on \_\_\_\_\_, 2021 and a Trust Indenture dated as of March 1, 2021 by and between the Authority and The Bank of New York Mellon (the “Trust Indenture”) to provide, among other things, for (i) the advance refunding of certain of the outstanding Series 2016 D Bonds (the “Bonds to be Refunded”), all as described in the attached Exhibit A-1, and (ii) payment of the interest due on July 1, 2021 (the “Unrefunded Bond Interest”) on certain of the Series 2016 D Bonds not constituting Bonds to be Refunded (the “Identified Bonds”), all as described in the attached Exhibit A-2; and

WHEREAS, pursuant to the Trust Indenture, the Authority has authorized the deposit with the Escrow Agent of amounts from the proceeds of the Series 2021 B Bonds which, together with certain moneys transferred from certain amounts on deposit in the various funds and accounts established under the Prior Indenture, and the investment income to be earned on such proceeds and transferred moneys, will be sufficient to pay the principal of and interest on Bonds to be Refunded until and on their respective maturity dates, and to pay the Unrefunded Bond Interest on July 1, 2021; and

WHEREAS, upon the deposit with the Escrow Agent of moneys which, together with the investment income to be earned thereon, will be sufficient to pay the principal of and the interest on the Bonds to be Refunded until and on their respective maturity dates, and the giving of

certain irrevocable instructions by the Authority to the Escrow Agent as herein provided, the Bonds to be Refunded shall cease to be entitled to any lien, benefit or security under the Prior Indentures, 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, and within such fund, separate accounts for the sole and exclusive benefit of (i) the Bonds to be Refunded (the "Advance Refunding Account") and (ii) the Identified Bonds (the "Unrefunded Bond Interest Account"). 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. (a) The Escrow Agent hereby acknowledges receipt of immediately available funds in the aggregate amount of \$ \_\_\_\_\_, consisting of proceeds of the Series 2021 B Bonds in the amount of \$ \_\_\_\_\_ (of which \$ \_\_\_\_\_ will be deposited in the Advance Refunding Account and \$ \_\_\_\_\_ will be deposited in the Unrefunded Bond Interest Account).

(b) The Escrow Agent, in its capacity as trustee for the Series 2016 D Bonds, is hereby directed to transfer into the Advance Refunding Account and/or the Unrefunded Bond Interest Account the following amounts on deposit in funds established under the Series 2016 D Indenture (or otherwise held by such trustee) for deposit as set forth in Section 3 hereof, consisting of:

- (i) \$ \_\_\_\_\_ in the Interest Account of the Debt Service Fund;
- (ii) \$ \_\_\_\_\_ in the Principal Account in the Debt Service Fund; and
- (iii) \$ \_\_\_\_\_ in the Rental Pledge Account.

SECTION 3. The Escrow Agent shall immediately deposit the amounts set forth in Section 2 hereof in the Escrow Fund, aggregating \$ \_\_\_\_\_, of which \$ \_\_\_\_\_ shall be deposited in the Advance Refunding Account and \$ \_\_\_\_\_ shall be deposited in the Unrefunded Bond Interest Account. The Escrow Agent shall apply such deposited amounts as follows:

(a) The Escrow Agent shall apply \$ \_\_\_\_\_ of the amount deposited in the Advance Refunding Account on March \_\_, 2021 to the purchase of the securities listed on Exhibit B-1 attached hereto, and shall retain \$ \_\_\_\_\_ uninvested in cash in the Advance Refunding Account.

(b) The Escrow Agent shall apply \$ \_\_\_\_\_ of the amount deposited in the Unrefunded Bond Interest Account on March \_\_, 2021 to the purchase of the securities listed on

Exhibit B-2 attached hereto, and shall retain \$ \_\_\_\_\_ uninvested in cash in the Unrefunded Bond Interest Account.

The securities listed on Exhibits B-1 and B-2 consist entirely of direct obligations of the United States of America which are not subject to redemption prior to their maturity (“Defeasance Securities”). No investment whatsoever shall be made by the Escrow Agent with such cash amounts. 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 (i) the principal and redemption price of and interest on each series of the Bonds to be Refunded until and on their respective maturity dates, as set forth on Exhibit A-1 and (ii) the Unrefunded Bond Interest on July 1, 2021, as set forth on Exhibit A-2.

SECTION 4. (a) The Escrow Agent agrees that the amounts deposited in each account of 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 benefit of the holders of the respective series of Bonds to be Refunded (and the Identified Bonds, to the extent of the Unrefunded Bond Interest). The Escrow Agent shall have no liability for the payment of the principal of and interest on the Bonds to be Refunded, or the Unrefunded Bond Interest, pursuant to this Section and the Prior 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 on Exhibits B-1 and B-2 shall remain uninvested. For the purposes of the immediately preceding sentence “uninvested” shall mean held as a cash balance in respective account 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 which 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 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, the Escrow Agent and Assured Guaranty Municipal Corp. (“AGM”), as insurer of certain of the Bonds to be Refunded, 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 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 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 Escrow Agent, the Trustee, the Authority’s financial advisor or NW Financial Group, LLC, the Public University’s financial advisor, at the request of the Authority and the Public University, shall prepare and file the appropriate application therefor. The Escrow Agent shall incur no liability for complying with the provisions of this Section except for its own negligence or willful misconduct.

SECTION 6. The Authority hereby irrevocably instructs the Escrow Agent and the Escrow Agent hereby agrees to:

(a) apply the principal of and interest earned on the Defeasance Securities to the payment of the principal of and interest on the Bonds to be Refunded as the same shall become due until and on their respective maturity dates as set forth on Exhibit A-1, and to the payment of the Unrefunded Bond Interest on July 1, 2021 as set forth on Exhibit A-2;

(b) mail to the holders of the Bonds to be Refunded, as soon as practicable after the date hereof, a notice of refunding substantially in the form attached hereto as Exhibit D and in accordance with the Prior Indenture; and

In addition, the Escrow Agent shall cause notice of such refunding to be provided (x) 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 and (y) by registered or certified mail to Assured Guaranty Municipal Corp., 31 West 52<sup>nd</sup> Street, New York, New York 10019, Attention: Communications Department, in accordance with the Prior Indenture. Notwithstanding anything herein to the contrary, the only remedy for the failure by the Escrow Agent to post any notice with the MSRB via its Electronic Municipal Marketplace Access system shall be an action by a holder of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance.

SECTION 7. On July 1, 2025, after payment of principal of and interest on the Bonds to be Refunded and payment of the Unrefunded Bond Interest, all remaining moneys and securities in the Escrow Fund shall be transferred by the Escrow Agent to the Interest Account of the Debt Service Fund established pursuant to the Trust Indenture for application solely for the payment of the Series 2021 B Bonds.

SECTION 8. The Escrow Fund created hereby shall be irrevocable and the holders of the Bonds to be Refunded (and the Identified Bonds, to the extent of the Unrefunded Bond Interest) shall have an express lien on and security interest in all amounts deposited in the Escrow Fund, 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 Public University 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 which 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 respective duties hereunder except for its own negligence or willful misconduct.

(c) The Escrow Agent shall be entitled to conclusively 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 Public University 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 Prior 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 sixty (60) days written notice to the Authority of such resignation; (ii) it has given notice of resignation to the Holders of the Bonds to be Refunded in the manner prescribed in the Prior Indentures; (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 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 (e) 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 Public University 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 sixty (60) days after the giving by the Escrow Agent of written notice of resignation in accordance with Section 9(e), 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 thirty (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 (e) of Section 9 above.

(f) Upon any removal or resignation of the Escrow Agent, the successor Escrow Agent shall provide written notice of such resignation or removal, and of the appointment of a successor Escrow Agent, in the same manner as is prescribed in the Prior Indentures for the removal, resignation and appointment of a successor Trustee thereunder. Any bank that merges with or merges into the Escrow Agent or any corporation or association succeeding to the corporate trust business of 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, and the Unrefunded Bond Interest, 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 which 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 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.*

SECTION 11. This Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part without the written consent of AGM and 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 2021 B 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 2021 B 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 Prior Indentures.

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](http://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 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 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. The Escrow Agent agrees to accept and act upon instructions or directions (“Instructions”) given pursuant to this Agreement and delivered using Electronic Means (as defined below), provided, however, that the Authority shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Escrow Agent Instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such Instructions, the Escrow Agent’s understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Escrow Agent cannot determine the identity of the actual sender of such Instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Escrow Agent and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority. “Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

SECTION 17. 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.

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: \_\_\_\_\_  
Vice President

**EXHIBIT A-1**

**BONDS TO BE REFUNDED**

Maturity Date July 1	Principal Amount	Interest Rate	Redemption Price	CUSIP
2021	\$2,210,000	3.000%	100%	646066ST8
2022	\$2,280,000	4.000%	100%	646066SU5
2023	\$2,370,000	5.000%	100%	646066SV3
2024	\$2,485,000	5.000%	100%	646066SW1
2025	\$2,610,000	5.000%	100%	646066SX9

**EXHIBIT A-2**

**UNREFUNDED BOND INTEREST**

Maturity Date July 1	Principal Amount	Interest Rate	Interest Payable on July 1, 2021
2026	\$2,740,000	5.000%	\$
2027	\$2,880,000	5.000%	\$
2028	\$3,025,000	5.000%	\$
2029	\$3,175,000	5.000%	\$
2030	\$3,335,000	5.000%	\$
2031	\$3,895,000	3.000%	\$
2032	\$4,010,000	3.000%	\$
2033	\$4,135,000	3.000%	\$
2034	\$4,260,000	4.000%	\$
2035	\$4,430,000	4.000%	\$

**EXHIBIT B-1**

**DESCRIPTION OF SECURITIES  
FOR DEPOSIT IN THE ADVANCE REFUNDING ACCOUNT**

**EXHIBIT B-2**

**DESCRIPTION OF SECURITIES  
FOR DEPOSIT IN THE UNREFUNDED BOND INTEREST ACCOUNT**

**EXHIBIT C**

**VERIFICATION REPORT OF  
CAUSEY DEMGEN & MOORE P.C.**

See Closing Item No. \_\_

**EXHIBIT D**

**NOTICE OF REFUNDING**

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**Revenue Bonds, New Jersey City University Issue, Series 2016 D,  
dated June 1, 2016**

**NOTICE IS HEREBY GIVEN** that, pursuant to the provisions of a Trust Indenture dated as of June 1, 2016 by and between the New Jersey Educational Facilities Authority (the “Authority”) and U.S. Bank National Association, as trustee, and a Trust Indenture dated as of June 1, 2016 by and between the Authority and U.S. Bank National Association, as trustee (the “Indenture”), there has been deposited with U.S. Bank National Association, as Escrow Agent, moneys and/or direct obligations of the United States of America that are not subject to redemption prior to maturity, the principal of and interest when due will provide moneys which (together with the moneys, if any, deposited with the Escrow Agent at the same time, shall be sufficient to pay when due the principal of and interest due and to become due on the bonds referenced below (collectively, the “Bonds”) on and prior to their respective maturity dates.

Maturity Date July 1	Principal Amount	Interest Rate	CUSIP
2021	\$2,210,000	3.000%	646066ST8
2022	\$2,280,000	4.000%	646066SU5
2023	\$2,370,000	5.000%	646066SV3
2024	\$2,485,000	5.000%	646066SW1
2025	\$2,610,000	5.000%	646066SX9

On the respective payment dates therefor, moneys will be available for the payment of the principal of and interest on said Bonds. Accordingly, said Bonds are deemed to have been paid in accordance with the Indenture. You are hereby notified that the Bonds should be presented for payment at maturity 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  
1<sup>st</sup> Floor – Bond Drop Window  
St. Paul, MN 55107

on or immediately prior to the respective maturity date. Interest on the Bonds shall cease to accrue and be payable from and after the respective maturity dates.

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

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**By: U.S. Bank National Association, as Escrow Agent**



## SECURITY AND INTERCREDITOR AGREEMENT

**THIS SECURITY AND INTERCREDITOR AGREEMENT** is dated March \_\_, 2021 (as amended, restated, supplemented, or otherwise modified from time to time, this “**Security Agreement**”), and is by and among **NEW JERSEY CITY UNIVERSITY** (the “**Public University**”), **THE BANK OF NEW YORK MELLON**, in its separate capacities as trustee with respect to the Series 2007 F Bonds defined below (the “**Series 2007 F Trustee**”), the Series 2010 F Bonds and Series 2010 G Bonds defined below (the “**Series 2010 F/G Trustee**”) and the Series 2021 A Bonds and Series 2021 B Bonds defined below (the “**Series 2021 A/B Trustee**”), and **U.S. BANK NATIONAL ASSOCIATION**, in its separate capacities as trustee with respect to the Series 2015 A Bonds defined below (the “**Series 2015 A Trustee**”) and the Series 2016 D Bonds defined below (the “**Series 2016 D Trustee**”). All capitalized terms used but not defined herein shall have the meanings assigned thereto in the recitals or in Section 1 of this Security Agreement.

### WITNESSETH:

**WHEREAS**, the New Jersey Educational Facilities Authority (the “**Authority**”) has heretofore issued, *inter alia*, its \$17,910,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2007 F (the “**Series 2007 F Bonds**”), its \$6,175,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F (Federally Taxable) (the “**Series 2008 F Bonds**”), its \$24,065,000 Revenue Bonds, New Jersey City University Issue, Series 2010 F (Tax-Exempt) (the “**Series 2010 F Bonds**”), its \$18,310,000 Revenue Bonds, New Jersey City University Issue, Series 2010 G (Build America Bonds – Direct Payment) (the “**Series 2010 G Bonds**”), its \$35,340,000 Revenue Bonds, New Jersey City University Issue, Series 2015 A (the “**Series 2015 A Bonds**”), and its \$52,075,000 Revenue Refunding Bonds, New Jersey City University Issue, Series 2016 D (the “**Series 2016 D Bonds**”), all on behalf of the Public University; and

**WHEREAS**, the Series 2007 F Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on February 28, 2007 and a Trust Indenture dated as of April 1, 2007 (the “**Series 2007 F Indenture**”) between the Authority and The Bank of New York Mellon, as successor to The Bank of New York, as trustee (the “**Series 2007 F Trustee**”); and

**WHEREAS**, the repayment of the Series 2007 F Bonds was provided by a Lease and Agreement dated as of April 1, 2007 (the “**Series 2007 F Lease**”) between the Authority and the Public University; and

**WHEREAS**, the Series 2008 F Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on February 27, 2008, as amended on March 31, 2008, and a Trust Indenture dated as of April 1, 2008 (the “**Series 2008 F Indenture**”) between the Authority and The Bank of New York Mellon, as successor to The Bank of New York, as trustee (the “**Series 2008 F Trustee**”); and

**WHEREAS**, the repayment of the Series 2008 F Bonds was provided by a Lease and Agreement dated as of April 1, 2008 (the “**Series 2007 F Lease**”) between the Authority and the Public University; and

**WHEREAS**, the Series 2010 F Bonds and the Series 2010 G Bonds were each issued under the terms and provisions of a bond resolution of the Authority adopted on May 25, 2010 and a Trust Indenture dated as of September 1, 2010 (the “**Series 2010 F/G Indenture**”) between the Authority and The Bank of New York Mellon, as trustee (the “**Series 2010 F/G Trustee**”); and

**WHEREAS**, the repayment of the Series 2010 F Bonds and Series 2010 G Bonds was provided by a Lease and Agreement dated as of September 1, 2010 (the “**Series 2010 F/G Lease**”) between the Authority and the Public University; and

**WHEREAS**, the Series 2015 A Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on December 17, 2014 and a Trust Indenture dated as of January 1, 2015, as amended by a First Supplement to the Trust Indenture dated as of December 1, 2015 (collectively, the “**Series 2015 A Indenture**”), between the Authority and U.S. Bank National Association, as trustee (the “**Series 2015 A Trustee**”); and

**WHEREAS**, the repayment of the Series 2015 A Bonds was provided by a Lease and Agreement dated as of January 1, 2015, as amended by a First Amendment to the Lease and Agreement dated as of December 1, 2015 (collectively, the “**Series 2015 A Lease**”), between the Authority and the Public University; and

**WHEREAS**, the Series 2016 D Bonds were issued under the terms and provisions of a bond resolution of the Authority adopted on March 22, 2016 and a Trust Indenture dated as of June 1, 2016 (the “**Series 2016 D Indenture**”) between the Authority and U.S. Bank National Association, as trustee (the “**Series 2016 D Trustee**”), as Trustee; and

**WHEREAS**, the repayment of the Series 2016 D Bonds was provided by a Lease and Agreement dated as of June 1, 2016 (the “**Series 2016 D Lease**”) between the Authority and the Public University; and

**WHEREAS**, pursuant to each of the Series 2007 F Lease, the Series 2008 F Lease, the Series 2010 F/G Lease, the Series 2015 A Lease and the Series 2016 D Lease (collectively, the “**Prior Leases**”), the obligations of the Public University thereunder constitute general obligations, payable from any legally available funds of the Public University; and

**WHEREAS**, concurrently with the execution and delivery of this Security Agreement, the Authority is issuing its \$ \_\_\_\_\_ Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt) and its \$ \_\_\_\_\_ Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable) (collectively, the “**Series 2021 A/B Bonds**”) for the purpose of refunding all or part of the principal, sinking fund installment and/or interest requirements in respect of the outstanding Series 2007 F Bonds, Series 2008 F Bonds, Series 2010 F Bonds and Series 2016 D Bonds; and

**WHEREAS**, the Series 2021 A/B Bonds will be issued under the terms and provisions of an amended and restated bond resolution of the Authority adopted on February 23, 2021 and a Trust Indenture dated as of March 1, 2021 (the “**Series 2021 A/B Indenture**”) between the Authority and The Bank of New York Mellon, as trustee (the “**Series 2021 A/B Trustee**”); and

**WHEREAS**, the repayment of the Series 2021 A/B Bonds will be provided by a Lease and Agreement dated as of March 1, 2021 (the “**Series 2021 A/B Lease**”) between the Authority and the Public University; and

**WHEREAS**, pursuant to the Series 2021 A/B Lease, the obligations of the Public University thereunder constitute general obligations, payable from any legally available funds of the Public University; and

**WHEREAS**, the Public University has determined to secure its payment obligations under the Series 2021 A/B Lease in respect of the Series 2021 A/B Bonds by granting to the Series 2021 A/B Trustee, through this Security Agreement and such trustee's right, title and interest herein, a parity pledge of, lien on and security interest in certain Tuition and Fees (as defined herein); and

**WHEREAS**, after giving effect to the issuance of the Series 2021 A/B Bonds, (i) none of the Series 2008 F Bonds shall remain outstanding under its trust indenture and (ii) certain of the Series 2007 F Bonds, Series 2010 F Bonds, Series 2010 G Bonds, Series 2015 A Bonds and Series 2016 D Bonds shall remain outstanding under their respective trust indentures (such bonds remaining outstanding are collectively referred to herein as the "**Unrefunded Bonds**"); and

**WHEREAS**, the Public University has determined to secure its payment obligations under the Prior Leases in respect of the Unrefunded Bonds by granting to each of the respective trustees of the Unrefunded Bonds, through this Security Agreement and each such trustee's right, title and interest herein, a parity pledge of, lien on and security interest in the Tuition and Fees; and

**WHEREAS**, pursuant to each of the Series 2010 F/G Indenture, the Series 2015 A Indenture, the Series 2016 D Indenture and the Series 2021 A/B Indenture, the "Trust Estate" pledged as security thereunder includes, *inter alia*, any and all other property which, from time to time, by delivery or by writing of any kind, is pledged, assigned or transferred to the respective trustee as and for additional security by the Authority or by anyone with its written consent; and

**WHEREAS**, the Series 2007 F Indenture does not prohibit the respective trustee from accepting additional security; and

**WHEREAS**, pursuant to this Security Agreement, the Public University, with the consent of the Authority, will now grant a pledge of and security interest in the Tuition and Fees as additional security, on a parity basis, for the benefit of (i) the Series 2021 A/B Trustee, in respect of certain of the Public University's payment obligations under the Series 2021 A/B Lease, and (ii) the respective trustees of the Unrefunded Bonds, in respect of certain of the Public University's payment obligations under the Prior Leases in respect of the Unrefunded Bonds, whereupon the respective "Trust Estates" pledged as security under the Series 2021 A/B Indenture and the respective trust indentures under which the Unrefunded Bonds were issued shall include the respective trustee's right, title and interest in and to this Security Agreement; and

**WHEREAS**, by its acknowledgment hereto, the Authority has consented to the inclusion of said respective trustees' right, title and interest in and to this Security Agreement as part of the respective "Trust Estates" under said respective trust indentures; and

**WHEREAS**, the pledge of, lien on and security interest in the Tuition and Fees may be extended, on a parity basis, to certain other indebtedness or obligations of the Public University, subject to the conditions set forth in this Security Agreement; and

**WHEREAS**, in addition to the foregoing, the Public University may hereafter determine to grant one or more subsequent pledges of, liens on and security interests in the Tuition and Fees, but any such pledge, lien and security interest shall be subject and subordinate in all respects to the pledge, lien and security interest granted by this Security Agreement; and

**WHEREAS**, the Parties (as defined herein) desire to grant a pledge of, lien on, and security interest in the Tuition and Fees, and to mutually acknowledge the parity lien interests of the Series 2021 A/B Trustee and the respective trustees of the Unrefunded Bonds therein, and to provide for the pro rata

application of any amounts received in any realization on the Tuition and Fees of the Public University following a Remedial Event (as defined herein).

**NOW, THEREFORE**, the Parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, **DO HEREBY AGREE AS FOLLOWS**:

**Section 1. Definitions.** For purposes of this Security Agreement, the defined terms in the recitals hereto shall have the meanings ascribed to them therein and the following terms shall have the following meanings:

***“Parity Indebtedness”*** means each of:

(i) the obligations of the Public University under the Series 2007 F Lease (other than “Additional Lease Payments”, as defined therein) with respect to Series 2007 F Bonds constituting Unrefunded Bonds;

(ii) the obligations of the Public University under the Series 2010 F/G Lease (but excluding the Authority’s right to payment of its fees and expenses, to indemnification and as otherwise expressly set forth therein) with respect to Series 2010 F Bonds and Series 2010 G Bonds constituting Unrefunded Bonds;

(iii) the obligations of the Public University under the Series 2015 A Lease (but excluding the Authority’s right to payment of its fees and expenses, to indemnification and as otherwise expressly set forth therein) with respect to Series 2015 A Bonds constituting Unrefunded Bonds;

(iv) the obligations of the Public University under the Series 2016 D Lease (but excluding the Authority’s right to payment of its fees and expenses, to indemnification and as otherwise expressly set forth therein) with respect to Series 2016 D Bonds constituting Unrefunded Bonds;

(v) the obligations of the Public University under the Series 2021 A/B Lease (but excluding the Authority’s right to payment of its fees and expenses, to indemnification and as otherwise expressly set forth therein) with respect to Series 2021 A Bonds and Series 2021 B Bonds; and

(vi) any additional direct, indirect or contingent indebtedness or payment obligation (including guaranties) of the Public University created after the date hereof in accordance with the provisions of Section 6 hereof (including specifically the requirements of Section 5.18 of the Series 2021 A/B Lease, subject to Section 12 hereof) under a Parity Security Instrument that is intended to be secured under this Security Agreement by a pledge of, lien on and security interest in the Tuition and Fees of equal rank and priority with all other Parity Indebtedness.

***“Parity Secured Party”*** means each of:

(i) the Series 2007 F Trustee (as assignee of the Authority), in respect of the Parity Indebtedness described in clause (i) of the definition thereof;;

(ii) the Series 2010 F/G Trustee (as assignee of the Authority), in respect of the Parity Indebtedness described in clause (ii) of the definition thereof;

(iii) the Series 2015 A Trustee (as assignee of the Authority), in respect of the Parity Indebtedness described in clause (iii) of the definition thereof;

(iv) the Series 2016 D Trustee (as assignee of the Authority), in respect of the Parity Indebtedness described in clause (iv) of the definition thereof;

(v) the Series 2021 A/B Trustee (as assignee of the Authority), in respect of the Parity Indebtedness described in clause (v) of the definition thereof; and

(vi) each holder of additional Parity Indebtedness identified as an additional Parity Secured Party in any Joinder to this Security Agreement entered into for the purpose of identifying the indebtedness or payment obligations evidenced thereby as additional Parity Indebtedness of the Public University.

**“Parity Security Instrument”** means the Series 2007 F Lease, the Series 2010 F/G Lease, the Series 2015 A Lease, the Series 2016 D Lease, the Series 2021 A/B Lease and this Security Agreement, together with each other instrument or agreement evidencing indebtedness or payment obligations of the Public University identified as an additional Parity Security Instrument in any Joinder to this Security Agreement entered into for the purpose of securing payment obligations under such Parity Security Instrument.

**“Parties”** means, collectively, the Public University, the Series 2007 F Trustee, the Series 2010 F/G Trustee, the Series 2015 A Trustee, the Series 2016 D Trustee and the Series 2021 A/B Trustee.

**“Remedial Event”** means the determination by a Parity Secured Party to enforce its remedies against the Tuition and Fees by the acceleration of all or any part of such Parity Indebtedness, by the exercise of remedial rights under this Security Agreement and/or any or all of the Parity Security Instruments, the suing on this Security Agreement and/or any applicable Parity Security Instrument for the collection of moneys on such Parity Indebtedness, or the exercising of any lien rights or rights of set off or recoupment, or the taking of any action to collect the Parity Indebtedness, or otherwise enforce the provisions of this Security Agreement and/or the applicable Parity Security Instrument, following the occurrence and during the continuation of an event of default under the applicable Parity Security Instrument and the acceleration of all or any part of such Parity Indebtedness.

**“Series 2021 A/B Bond Insurer”** means Assured Guaranty Municipal Corp., as insurer of the Series 2021 A/B Bonds.

**“Tuition and Fees”** means (i) tuition (net of student financial aid provided by the Public University), and (ii) any fees (other than tuition) collected from or on behalf of students for the purpose of supporting student instruction and administrative costs relating thereto, as reportable in the financial statements of the Public University. It is expressly understood that Tuition and Fees shall not include any revenues of the Public University associated with room and/or board, or special purpose fees such as health and wellness fees. Tuition and Fees specifically excludes all revenues of the Public University not expressly set forth in this definition, including (without limitation) any and all endowment funds, any and all funds appropriated by the State of New Jersey to the Public University, any and all proceeds of any grants, loans or other payments from the State of New Jersey or any other federal, state, county or municipal source, and any earnings or investment income derived from the foregoing.

**Section 2. Pledge, Lien and Security Interest.** In order to further secure the payment of all sums due or to become due under the Parity Indebtedness, as well as to secure the performance of all of the Public University’s covenants and agreements contained in the Parity Security Instruments, the

Public University hereby grants a pledge of, lien on and security interest in and to the Tuition and Fees to each of the Parity Secured Parties, equally and ratably according to the amount of Parity Indebtedness so secured. Except as may be otherwise provided in Section 6 hereof, the pledge, lien and security interest granted hereby in favor of the Parity Indebtedness shall be prior to any subsequent pledge of, lien on and security interest in the Tuition and Fees, which subsequent pledge(s), lien(s) and security interest(s) shall be subject and subordinate in all respects to the pledge, lien and security interest granted by this Security Agreement in favor of the Parity Indebtedness.

**Section 3. Parity Lien.** By their execution of this Security Agreement, the parties hereto acknowledge and agree that the grant by the Public University of a lien on and security interest in the Tuition and Fees to each Parity Secured Party shall secure the Parity Indebtedness of the Public University under each Parity Security Instrument equally and ratably in accordance with this Security Agreement, without regard to the time any such lien or security agreement was created or the order of attachment or perfection of any such lien or security interest. Nothing in this Security Agreement shall be deemed to limit the rights of any Parity Secured Party to any collateral or other security (including trust funds) that does not constitute Tuition and Fees, it being the intention of the Parties that this Security Agreement govern only the parity pledge of, lien on and security interest in the Tuition and Fees and the enforcement thereof for the mutual benefit of the Parity Secured Parties.

**Section 4. Remedial Event; Application of Tuition and Fees.**

(a) Each Parity Secured Party shall notify the other Parity Secured Parties promptly of the occurrence of a Remedial Event; provided, however that nothing herein shall prevent or otherwise limit the ability of each Parity Secured Party from exercising its rights or remedies under its respective Parity Security Instrument.

(b) In the event that a Parity Secured Party has notified the other Parity Secured Parties that a Remedial Event has occurred and any Parity Secured Party shall thereafter obtain payment of any amounts owing with respect to any Parity Indebtedness through exercise of a right of set-off or counterclaim, or otherwise, from any realization (whether through enforcement of security interests or other liens, attachment or otherwise) on the Tuition and Fees, such amounts shall be applied in the order set forth below (to the extent permitted by applicable law):

(i) To the payment of all costs, expenses and liabilities made or incurred by such Parity Secured Party in connection with obtaining such payment (including reasonable fees of counsel).

(ii) The remainder of such proceeds, if any, after the application of proceeds in accordance with the preceding clause (i), to the payment to the Parity Secured Parties of the outstanding principal amount of Parity Indebtedness which remain unpaid at such date, pro rata between, or among, as the case may be, the Parity Secured Parties in accordance with the outstanding principal amount of such Parity Indebtedness on such date.

(iii) The remainder of such proceeds, if any, after the application of proceeds in accordance with the preceding clauses (i) and (ii), to the payment to the Parity Secured Parties of all other Parity Indebtedness outstanding on such date, including, without limitation, interest, premium, if any, and fees, pro rata between, or among, as the case may be, the Parity Secured Parties in accordance with the outstanding amount of such Parity Indebtedness.

(iv) The remainder of such proceeds, if any, after the application of proceeds in accordance with the preceding clauses (i), (ii) and (iii) and payment in full of all Parity Indebtedness, to

the Public University, its successors or assigns, or otherwise as a court of competent jurisdiction may direct.

(c) The Parity Secured Parties, or any of them, may determine from time to time that it would be useful and convenient to enter into one or more agreements, instruments or other writings (each, a “Coordination Document”) in order to more efficiently coordinate their enforcement actions in respect of the Public University’s pledge of, lien on and security interest in the Tuition and Fees, or to give effect to the subordination of any subsequent pledge of, lien on and security interest in the Tuition and Fees as may be hereafter granted by the Public University. Any such Coordination Document may contain terms and provisions in addition to, or different from, those contained in this Security Agreement, provided that any terms by which the Public University shall be bound must be approved in writing by the Public University.

**Section 5. Adjustments.** Each Party agrees that (a) to the extent any amount distributed to it hereunder is in excess of the amount due to be distributed to it hereunder, it shall pay to the other Party such amounts so that, after giving effect to such payments, the amounts received by the Party are equal to the amounts to be paid to them hereunder, and (b) in the event any payment made to any Party is subsequently invalidated, declared fraudulent or preferential, set aside or required to be paid to a trustee, receiver, or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then the other Party shall pay to such Party such amounts so that, after giving effect to the payments hereunder by all Parties, the amounts received by all Parties are not in excess of the amounts to be paid to them hereunder as though any payment so invalidated, declared to be fraudulent or preferential, set aside or required to be repaid had not been made.

**Section 6. Additional Parity Indebtedness.**

(a) The Public University will not incur any additional Parity Indebtedness except as permitted under each Parity Security Instrument (to the extent any of the related Parity Indebtedness remains outstanding). The Parties acknowledge that no limitation on the incurrence of additional Parity Indebtedness is contained herein or in any of the Series 2007 F Lease, the Series 2010 F/G Lease, the Series 2015 A Lease or the Series 2016 D Lease, but that certain conditions precedent to the incurrence of additional Parity Indebtedness are contained in Section 5.18 of the Series 2021 A/B Lease and may be contained in any future Parity Security Instrument. The Public University will cause each holder of additional Parity Indebtedness of the Public University hereafter incurred to enter into a Joinder to this Security Agreement, a form of which is attached as Exhibit A hereto, pursuant to which such holder shall agree to the collection and distribution of the Tuition and Fees for the equal and ratable benefit and security of all holders of Parity Indebtedness in the manner provided herein.

(b) In connection with each Joinder, the Parties shall prepare and confirm a Schedule, substantially in the form of Schedule 1 to this Security Agreement, identifying as of the date of such Joinder, the following: (i) each prior Joinder (if any) to the Security Agreement; (ii) each Parity Security Instrument then outstanding; and (iii) each Parity Secured Party (including the current address and facsimile number or other address or direction for electronic delivery of notices under the Security Agreement).

**Section 7. Limitation Relative to Other Agreements.** Nothing contained in this Security Agreement is intended to impair (a) as between the Series 2007 F Trustee and the Public University, the rights of the Series 2007 F Trustee (including indemnification rights) and the obligations of the Public University under the Series 2007 F Indenture and the Series 2007 F Lease, (b) as between the Series 2010 F/G Trustee and the Public University, the rights of the Series 2010 F/G Trustee (including indemnification rights) and the obligations of the Public University under the Series 2010 F/G

Indenture and the Series 2010 F/G Lease, (c) as between the Series 2015 A Trustee and the Public University, the rights of the Series 2015 A Trustee (including indemnification rights) and the obligations of the Public University under the Series 2015 A Indenture and the Series 2015 A Lease, (d) as between the Series 2016 D Trustee and the Public University, the rights of the Series 2016 D Trustee (including indemnification rights) and the obligations of the Public University under the Series 2016 D Indenture and the Series 2016 D Lease, or (e) as between the Series 2021 A/B Trustee and the Public University, the rights of the Series 2021 A/B Trustee (including indemnification rights) and the obligations of the Public University under the Series 2021 A/B Indenture and the Series 2021 A/B Lease.

**Section 8. Notices.** Any notice hereunder shall be given to the applicable party in writing and shall be sent by electronic, registered or certified mail or by overnight delivery service providing written confirmation of delivery, addressed as follows (or to such other address as any party may give to the other in writing for such purpose in accordance with this section):

If to the Public University:

New Jersey City University  
2039 Kennedy Boulevard  
Jersey City, New Jersey 07305  
Attention: Vice President for Administration and Treasury  
Email: aaska@njcu.edu

Any such notice shall be effective upon the date of receipt. Any notice given to any Parity Secured Party shall be made to the address of such Parity Secured Party as provided on Schedule 1 hereto (including any amended Schedule 1 provided in any Joinder hereto). A copy of any such notice shall also be provided to the Series 2021 A/B Bond Insurer.

**Section 9. Statutory Limitation on Pledge and Assignment.** Pursuant to N.J.S.A. 18A:72A-27.2(c), the payment of any and all amounts due and owing under the Parity Indebtedness shall, to the extent (if any) the funds shall be derived from appropriations, depend on appropriations being made by the New Jersey Legislature.

**Section 10. Governing Law and Jurisdiction.** The laws of the State of New Jersey shall govern the construction of this Security Agreement. The parties hereto hereby irrevocably consent to the exclusive jurisdiction of any state, federal court or judicial district for Hudson County, New Jersey; provided that nothing contained in this Security Agreement will prevent any Parity Secured Party from bringing any action, enforcing any award or judgment or exercising any rights against the Public University individually, against any security or against any property of the Public University within any other county, state or other foreign or domestic jurisdiction. The parties hereto agree that the venue provided above is the most convenient forum for all the parties hereto.

**Section 11. Amendments.** Except for Joinders entered into in accordance with Section 6 hereof and any Coordination Document entered into in accordance with Section 4(c), this Security Agreement may not be amended or modified except in writing signed by each of the Parties hereto and consented to by the Series 2021 A/B Bond Insurer.

**Section 12. Certain References.** References herein to compliance with certain provisions of the Series 2021 A/B Lease and to notices to the Series 2021 A/B Bond Insurer shall not apply after no Series 2021 A/B Bonds remain outstanding under the Series 2021 A/B Indenture. References herein to consents by the Series 2021 A/B Bond Insurer shall only apply so long as any Series

2021 A/B Bonds are outstanding under the Series 2021 A/B Indenture and the Series 2021 A/B Bond Insurer is not in default under the bond insurance policy or policies in respect thereof.

**Section 13. Termination.** This Security Agreement shall terminate upon the payment in full of all Parity Indebtedness.

**Section 14. Counterparts.** This Security Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

**Section 15. Severability.** In case any provision in or obligation under this Security Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

**{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}**

**IN WITNESS WHEREOF**, the Parties have caused this Security Agreement to be duly executed as of the day and year first above set forth.

**NEW JERSEY CITY UNIVERSITY**

By: \_\_\_\_\_  
Aaron Aska, Ed.D.  
Vice President for Administration and Treasury

Acknowledged:

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

By: \_\_\_\_\_  
Eric D. Brophy, Esq.  
Executive Director

**THE BANK OF NEW YORK MELLON,**  
as Series 2007 F Trustee

By: \_\_\_\_\_

Vice President

**THE BANK OF NEW YORK MELLON,**  
as Series 2010 F/G Trustee

By: \_\_\_\_\_

Vice President

**THE BANK OF NEW YORK MELLON,**  
as Series 2021 A/B Trustee

By: \_\_\_\_\_

Vice President

**U.S. BANK NATIONAL ASSOCIATION,**  
as Series 2015 A Trustee

By: \_\_\_\_\_

Vice President

**U.S. BANK NATIONAL ASSOCIATION,**  
as Series 2016 D Trustee

By: \_\_\_\_\_

Vice President

## SCHEDULE 1

1. Prior Joinders to Security Agreement.  
NONE
  
2. Parity Security Instruments:
  - a. Series 2007 F Lease
  - b. Series 2010 F/G Lease
  - c. Series 2015 A Lease
  - d. Series 2016 D Lease
  - e. Series 2021 A/B Lease
  
3. Parity Secured Parties:
  - a. Series 2007 F Trustee:  

The Bank of New York Mellon  
385 Rifle Camp Road – 3<sup>rd</sup> Floor  
Woodland Park, New Jersey 07424  
Attention: Corporate Trust Administration
  
  - b. Series 2010 F/G Trustee:  

The Bank of New York Mellon  
385 Rifle Camp Road – 3<sup>rd</sup> Floor  
Woodland Park, New Jersey 07424  
Attention: Corporate Trust Administration
  
  - c. Series 2015 A Trustee:  

U.S. Bank National Association  
333 Thornall Street  
Edison, New Jersey 08837  
Attention: Global Corporate Trust
  
  - d. Series 2016 D Trustee:  

U.S. Bank National Association  
333 Thornall Street  
Edison, New Jersey 08837  
Attention: Global Corporate Trust
  
  - e. Series 2021 A/B Trustee:  

The Bank of New York Mellon  
385 Rifle Camp Road – 3<sup>rd</sup> Floor

Woodland Park, New Jersey 07424  
Attention: Corporate Trust Administration

## EXHIBIT A

### FORM OF JOINDER TO SECURITY AND INTERCREDITOR AGREEMENT

This **JOINDER TO SECURITY AND INTERCREDITOR AGREEMENT** (this “*Joinder Agreement*”) is made as of {\_\_\_\_}, 20{\_\_}, by and between (i) **NEW JERSEY CITY UNIVERSITY** (the “*Public University*”) and (ii) {\_\_\_\_\_}, as {\_\_\_\_\_} (the “*Additional Parity Secured Party*”).

This Joinder Agreement supplements the Security and Intercreditor Agreement dated as of March \_\_, 2021, as amended and supplemented (as so amended and supplemented, the “*Security Agreement*”) among the Public University, the Series 2007 F Trustee, the Series 2010 F/G Trustee, the Series 2015 A Trustee, the Series 2016 D Trustee and the Series 2021 A/B Trustee (each as defined therein).

**Section 1. Definitions.** Unless otherwise defined herein, capitalized terms used herein have the same meaning given such terms in the Security Agreement.

**Section 2. Agreement.** In accordance with Section 6 of the Security Agreement, (i) the Additional Parity Secured Party by its signature below becomes a Parity Secured Party under, and becomes subject to and bound by, the Security Agreement with the same force and effect as if the Additional Parity Secured Party had originally been named therein as a Parity Secured Party, (ii) the Additional Parity Secured Party agrees to the equal and ratable benefit and security of all holders of Parity Indebtedness in the manner described in the Security Agreement, and (iii) the Additional Parity Secured Party hereby agrees to all the terms and provisions of the Security Agreement applicable to it as a Parity Secured Party. Each reference to a “*Parity Secured Party*” in the Security Agreement shall be deemed to include the Additional Parity Secured Party. The Security Agreement is hereby incorporated herein by reference. The parties hereto acknowledge receipt of the Security Agreement.

**Section 3. Representations and Warranties.** The Additional Parity Secured Party represents and warrants to the Public University and the other Parity Secured Parties that: (i) it has full power and authority to enter into this Joinder Agreement, in its capacity as a Parity Secured Party under the Security Agreement, (ii) all conditions precedent to the incurrence of additional Parity Indebtedness under any Parity Security Instrument have been satisfied, and (iii) this Joinder Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

**Section 4. Counterparts.** This Joinder Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Joinder Agreement by facsimile transmission or other electronic method shall be effective as delivery of a manually signed counterpart of this Joinder Agreement.

**Section 5. Full Force and Effect.** Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

**Section 6. Governing Law.** THIS JOINDER AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS.

**Section 7. Severability.** In case any one or more of the provisions contained in this Joinder Agreement should be held invalid, illegal or unenforceable in any respect, no party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

**Section 8. Notice.** All communications and notices hereunder shall be in writing and given as provided in Section 8 of the Security Agreement. All communications and notices hereunder to each party hereto shall be given to it at the address set forth below its signature hereto.

**{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}**

IN WITNESS WHEREOF, the parties have executed and delivered this Joinder Agreement as of the date first written above.

**NEW JERSEY CITY UNIVERSITY**

By: \_\_\_\_\_  
Authorized Officer

**ADDITIONAL PARITY SECURED PARTY**

By: \_\_\_\_\_  
Authorized Officer

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TRUST INDENTURE

*by and between*

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

*and*

THE BANK OF NEW YORK MELLON,  
as Trustee

\_\_\_\_\_  
*Dated as of March 1, 2021*  
\_\_\_\_\_

*Relating to*

\$\_\_\_\_\_ New Jersey Educational Facilities Authority Revenue Refunding Bonds,  
New Jersey City University Issue, Series 2021 A (Tax-Exempt)

and

\$\_\_\_\_\_ New Jersey Educational Facilities Authority Revenue Refunding Bonds,  
New Jersey City University Issue, Series 2021 B (Federally Taxable)

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EXHIBIT A  
EXHIBIT B

FORM OF BOND  
LIST OF INVESTMENT OBLIGATIONS

## TRUST INDENTURE

This **TRUST INDENTURE** (this "Indenture"), dated as of March 1, 2021, by and between the **NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**, a public body corporate and politic of the State of New Jersey (the "Authority"), and **THE BANK OF NEW YORK MELLON**, a state banking corporation organized and existing under the laws of the State of New York with trust and fiduciary 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, on behalf of New Jersey City University (the "Public University"), heretofore issued, *inter alia*, its Revenue Refunding Bonds, New Jersey City University Issue, Series 2007 F (the "Series 2007 F Bonds"), its Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F (the "Series 2008 F Bonds"), its Revenue Bonds, New Jersey City University Issue, Series 2010 F (Tax-Exempt) (the "Series 2010 F Bonds"), its Revenue Bonds, New Jersey City University Issue, Series 2010 G (Build America Bonds – Direct Payment) (the "Series 2010 G Bonds"), its Revenue Bonds, New Jersey City University Issue, Series 2015 A (the "Series 2015 A Bonds") and its Revenue Refunding Bonds, New Jersey City University Issue, Series 2016 D (the "Series 2016 D Bonds"); and

**WHEREAS**, the Public University has determined it is necessary and advisable to undertake (i) a project (collectively, the "Series 2021 A Refunding Project") consisting of the tax-exempt current refunding of certain of the outstanding Series 2010 F Bonds, together with funding of a debt service reserve account and payment of certain costs incidental to the sale and issuance of the hereinafter-defined Series 2021 A Bonds, and (ii) a project (collectively, the "Series 2021 B Refunding Project") consisting of the taxable refunding of certain of the outstanding Series 2007 F Bonds, all of the outstanding Series 2008 F Bonds and certain of the outstanding Series 2016 D Bonds and payment of the interest due on July 1, 2021 on certain of the Series 2016 D Bonds, together with funding of a debt service reserve account and payment of certain costs incidental to the sale and issuance of the hereinafter-defined Series 2021 B Bonds, all as presented, submitted and approved by the Public University Board; and

**WHEREAS**, pursuant to an amended and restated Resolution of the Authority adopted on \_\_\_\_\_, 2021, the Authority determined that it was necessary and in keeping with its authorized purposes to issue (i) a series of bonds to be designated "New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt)" (the "Series 2021 A Bonds") for the purpose of providing funds to finance the Series 2021 A Refunding Project and (ii) a series of bonds to be designated "New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable) (the "Series 2021 B Bonds" and, collectively with the Series

2021 A Bonds, the “Bonds”) for the purpose of providing funds to finance the Series 2021 B Refunding Project; and

**WHEREAS**, the repayment of the Bonds will be secured by a Lease and Agreement dated the date hereof by and between the Authority and the Public University (the "Lease Agreement"), pursuant to which the Authority will lease the Leased Facilities (as defined therein) to the Public University; and

**WHEREAS**, amounts payable by the Public University under the Lease Agreement (excluding the Authority’s rights to payment of its fees and expenses, to indemnification and as otherwise expressly set forth in the Lease Agreement), and amounts payable by the Public University under certain other existing and future agreements of the Public University, will be secured by a pledge of the certain tuition and fees of the Public University pursuant to the hereinafter-defined Security Agreement; and

**WHEREAS**, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in provided in this Indenture, 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 and to all payments received or receivable by the Authority from the Public University 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), and any amounts pledged by the Public University thereunder to the extent provided in the Lease Agreement (including specifically amounts in respect of the Basic Lease Payments on deposit from time to time in the Rental Pledge Account established thereunder).

## **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 Construction Fund and the Debt Service Fund (except moneys and securities held in the Rebate Fund).

## **GRANTING CLAUSE THIRD**

All Swap Revenues paid by the Public University 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 (including specifically all right, title and interest of the Trustee in and to the Security Agreement and the pledge of Tuition and Fees thereunder, on a parity basis with all other indebtedness and obligations secured thereby), 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, determine 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.*).

**"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 or any integral multiple of \$1,000 in excess 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, 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 or serving in an interim or acting capacity; (ii) in the case of the Public University, the Chair or Vice Chair of the Public University Board, the President or the Vice President for Administration and Finance, and when used in reference to any act or document also means any other person or persons authorized by a resolution of the Public University 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, 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 Documents"** means, collectively, this Indenture, the Resolution, the Bonds, the Lease Agreement, the Security Agreement, the Escrow Deposit Agreements and the Tax Certificate and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing.

**"Bond Insurance Policy"** means the municipal bond insurance policy issued by the Bond Insurer that guarantees payment of principal of and interest on the Bonds.

**"Bond Insurer"** means Assured Guaranty Municipal Corp., or any successor thereto or assignee thereof.

**"Bond Payment Obligations"** means, for any period or payable at any time, the principal of (whether on a Principal Payment Date, at stated maturity, by mandatory sinking fund redemption, if any, by acceleration or otherwise) and 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"** shall have the meaning assigned to such term in the Tax Certificate.

**"Bonds"** means, collectively, the Series 2021 A Bonds and the Series 2021 B Bonds.

**"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, are 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.

**"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, including those serving in an interim or acting capacity; (b) in the case of a Public University Certificate, by the Chair or Vice Chair of the Public University Board, the President or the Vice President for Administration and

Finance, and by its Secretary or Assistant Secretary; 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 University 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, an Assistant Secretary or the Assistant Treasurer 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 University Board or duly authorized committee thereof, certified by the Secretary of the Public University Board or any authorized officer of the Public University as authorized by resolution of the Public University 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.

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

**"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 University's counsel, if any, Trustee'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 University incurred in connection with the issuance of the Bonds; (d) rating agency fees; (e) trustee, registrar and paying agent fees; (f) accountant fees and other expenses related to issuance of the Bonds; (g) printing costs (for the Bonds and of the preliminary and final official statements relating to the Bonds); and (h) 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 Construction Fund pursuant to Section 4.01(a) 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 University) satisfactory to the Authority.

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

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

**“Debt Service Reserve Fund Requirement”** means, as to each account in the Debt Service Reserve Fund, an amount equal to the highest amount of principal (including sinking fund installments) of and interest on the applicable Bonds payable during any twelve (12) month period ending on July 1; provided, however, that such amount shall not exceed the lesser of (i) ten percent (10%) of the original principal amount of the applicable Bonds or (ii) 125% of the average annual debt service requirement on the applicable Bonds.

**“Electronic Means”** means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

**“Escrow Deposit Agreements”** means, collectively, the 2007/2008/2010 Escrow Deposit Agreement and the 2016 Escrow Deposit Agreement.

**“2007/2008/2010 Escrow Deposit Agreement”** means the Escrow Deposit Agreement, dated March \_\_, 2021, between the Authority and The Bank of New York Mellon, in its capacity as trustee and escrow agent for the Series 2007 F Bonds, the Series 2008 F Bonds and the Series 2010 F Bonds to be refunded, executed in connection with the redemption and defeasance thereof.

**“2016 Escrow Deposit Agreement”** means the Escrow Deposit Agreement, dated March \_\_, 2021, between the Authority and U.S. Bank National Association, in its capacity as trustee and escrow agent for the Series 2016 D Bonds to be refunded, executed in connection with the refunding and defeasance thereof and/or payment of interest thereon.

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

**"Final Computation Date"** shall have the meaning assigned to that term in Section 4.07(b) hereof.

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

**"Fiscal Year"** means the fiscal year of the Public University, 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 University Board from time to time as its Fiscal Year.

**"Fitch"** means Fitch Ratings, a division of Fitch Group, and its successors and assigns.

**"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.

**"Government Obligations"** shall mean the investment types identified in paragraphs A, B and C of the "List of Investment Obligations", as contained in Exhibit B attached hereto.

**"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 may be amended and supplemented by Supplemental Indentures.

**"Independent"** shall mean, with respect to any Person, one which is not a member of the Authority, a member of the Public University Board, a corporate officer or employee of the Authority or a corporate officer or employee of the Public University, or which 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 University Board, a corporate officer or employee of the Authority or a corporate officer or employee of the Public University; provided, however, that the fact that such Person is retained regularly by or transacts business with the Authority or the Public University 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 each series of Bonds, with a maximum initial fee of \$125,000 payable by the Public University on the Closing Date.

**"Interest Payment Date"** means each January 1 and July 1, commencing January 1, 2022, through and including the maturity date for the Bonds and for Bonds subject to redemption on any date, the date of such redemption.

**"Internal Revenue Code"** or **"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 any of the investment types identified in Exhibit B attached hereto.

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

**"Leased Facilities"** shall have the meaning ascribed to that term in the Lease Agreement.

**“Letter of Instructions”** means the Letter of Instructions provided by GluckWalrath LLP in connection with the execution of the Indenture and attached to the Certificate as to Arbitrage as Exhibit A, as such letter may be amended from time to time, as a source of guidance for compliance with the Internal Revenue Code.

**"Moody's"** means Moody's Investors Service, Inc. 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 hereof.

**"Official Statement"** means the Official Statement dated March \_\_, 2021 with respect to the Bonds.

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

**"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 Morgan Stanley & Co. LLC, on behalf of itself and the other underwriters named in the Contract of Purchase dated March \_\_, 2021 by and among the Authority, the Public University 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 2.11; (b) Bonds which are deemed to have been paid in accordance with Article XI; and (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered pursuant to Article II.

**"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.

**"Prior Agreements"** shall have the meaning provided therefor in the Lease Agreement.

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

**"Public University"** means the public institution for higher education authorized and created pursuant to State law, the name of which is, New Jersey City University, located in Jersey City, New Jersey.

**"Public University Board"** means the Board of Trustees of the Public University, as the governing body vested with the power of management of the Public University, 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 an Authorized Officer of the Authority, and initially means [Fitch, Moody's and S&P].

**"Rebatable Arbitrage"** shall have the meaning assigned to that term in Section 4.07(b) hereof.

**"Rebate Fund"** means the fund by that name created by Section 4.01(d).

**"Rebate Computation Date"** shall have the meaning assigned to that term in Section 4.07(b) hereof.

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

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

**"Rental Pledge Account"** means the New Jersey City University Rental Pledge Account created by the Public University 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 2.12(b).

**"Resolution"** means the amended and restated resolution of the Authority, adopted \_\_\_\_\_, 2021, authorizing, among other things, the execution and delivery of this Indenture and the Lease Agreement and the issuance of the Bonds.

**"S&P"** means Standard & Poor's Global Ratings, a Standard & Poor's Financial Services LLC business, and its successors and assigns.

**"Securities Depository"** means, initially, The Depository Trust Company, and its successors and assigns, and any successor Securities Depository appointed pursuant to Section 2.12(c).

**"Security Agreement"** means the Security and Intercreditor Agreement, dated as of March 1, 2021, by and among the Public University, the Trustee and various other bond trustees named therein, as the same may be amended or supplemented from time to time.

**"Series 2010 F/G Agreement"** means the Lease and Agreement, dated as of September 1, 2010, by and between the Authority and the Public University, as the same may have been and may be amended or supplemented from time to time.

**"Series 2010 F/G Project"** means the "Series 2010 F/G Project" as such term is defined in the Series 2010 F/G Agreement.

**"Series 2021 A Bonds"** means the New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt), in the original principal amount of \$ \_\_\_\_\_, issued pursuant to the Resolution and this Indenture.

**"Series 2021 B Bonds"** means the New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable), in the original principal amount of \$ \_\_\_\_\_, issued pursuant to the Resolution and this Indenture.

**"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 University pursuant to Article X hereof.

**"Swap"** or **"Swap Agreement"** means any agreement between the Authority and a Swap Provider in respect of all or a portion of the Bonds, entered into on behalf of the Public University, 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 Public University 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 Tax Representation Letter executed and delivered by the Public University and the Certificate as to Arbitrage executed and delivered by the Authority at the time of issuance and delivery of the Series 2021 A Bonds.

**"Trustee"** means The Bank of New York Mellon, a state banking corporation organized and existing under the laws of the State of New York with trust and fiduciary powers in the State of New Jersey, 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.

**"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 University and the Trustee.

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

**"Yield"** shall have the meaning assigned to that term in the Tax Certificate.

**Section 1.02 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. 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 \$\_\_\_\_\_.

**Section 2.02 Issuance of the Bonds.**

(a) The Series 2021 A Bonds are hereby authorized to be issued and secured hereunder as follows:

(1) Designation, Denominations, Numbering and Dating. The Series 2021 A Bonds shall be designated "New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt)". The Series 2021 A Bonds shall be issuable as fully registered Bonds without coupons in Authorized Denominations and shall be numbered consecutively from RA-1 upward in the order of their issuance. The Series 2021 A 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 Series 2021 A Bonds shall be in default, Series 2021 A Bonds issued in lieu of Series 2021 A 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.

(2) Principal Amount, Maturity and Interest. The Series 2021 A Bonds shall be issued in an aggregate principal amount of \$\_\_\_\_\_, shall bear interest payable on [July 1, 2021] [January 1, 2022] 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) of each year in the years and in the principal amounts as follows:

<b>Maturity (July 1)</b>	<b>Principal Amount</b>	<b>Interest Rate</b>
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(b) The Series 2021 B Bonds are hereby authorized to be issued and secured hereunder as follows:

(1) Designation, Denominations, Numbering and Dating. The Series 2021 B Bonds shall be designated "New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable)". The Series 2021 B Bonds shall be issuable as fully registered Bonds without coupons in Authorized Denominations and shall be numbered consecutively from RB-1 upward in the order of their issuance. The Series 2021 B 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 Series 2021 B Bonds shall be in default, Series 2021 B Bonds issued in lieu of Series 2021 B 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.

(2) Principal Amount, Maturity and Interest. The Series 2021 B Bonds shall be issued in an aggregate principal amount of \$ \_\_\_\_\_, shall bear interest payable on [July 1, 2021] [January 1, 2022] 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) of each year in the years and in the principal amounts as follows:

<b><u>Maturity</u></b> <b><u>(July 1)</u></b>	<b><u>Principal</u></b> <b><u>Amount</u></b>	<b><u>Interest</u></b> <b><u>Rate</u></b>
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### **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 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 and any other Bond Documents to which it is a party.

(ii) A copy, duly certified as true and correct by the Secretary of the Public University Board (or other officer serving in a similar capacity), of the resolution(s) adopted and approved by the Public University Board authorizing the execution and delivery of the Lease Agreement, and any other Bond Documents to which it is a party, and approving this Indenture and the issuance and sale 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 as of 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. The net proceeds of the sale 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.

## **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 which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

(c) The principal of and the 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 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 attested by the manual or facsimile signature of its Executive Director, Secretary or any Assistant Secretary or Assistant Treasurer, including those serving in an interim or acting capacity (provided that the person executing the Bonds may not also make its attestation), and

shall have the official common seal of the Authority or a facsimile thereof affixed thereto or imprinted thereon. In case any officer whose signature or facsimile thereof appears on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile thereof shall nevertheless be valid and sufficient for all purposes, the same as if such Person had remained in office until delivery. Any Bond may be signed by such Persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(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 University. 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 University, 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.

(i) The transferor Owner shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

### **Section 2.09 Temporary Bonds.**

(a) Until definitive Bonds are ready for delivery, the Authority may execute, and upon the Written Request of the Authority, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same limitations and conditions as definitive Bonds, temporary printed, engraved, lithographed or typewritten Bonds.

(b) If temporary Bonds shall be issued, the Authority shall cause the definitive Bonds to be prepared and to be executed and delivered to the Trustee, and the Trustee, upon presentation to it at its Principal Office of any temporary Bond shall cancel the same and authenticate and deliver in exchange therefor, without charge to the Owner thereof, a definitive Bond in the same aggregate principal amount and of the same maturity and bearing interest at the

same rate as the temporary Bond surrendered. Until so exchanged the temporary Bonds shall in all respects be entitled to the same benefit and security of this Indenture as the definitive Bonds to be issued and authenticated hereunder.

**Section 2.10 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, the Public University 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 2.11 Cancellation and Destruction of Bonds Upon Payment.** All Bonds which have been paid or redeemed or which the Trustee has purchased or which 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 University.

**Section 2.12 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 of a series, or (ii) the Trustee receives written notice from Participants having interests

in not less than 50% of the Bonds of a series 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 of such series being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial Owners of the Bonds of such series, then the Trustee, based on information provided to it by the Securities Depository, shall notify the beneficial Owners of the Bonds of such series 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 University 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, 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 University.

(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.

(d) In connection with any proposed transfer outside the book-entry system, the Authority or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

**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.

**Section 3.02 Redemption of Bonds.**

(a) Redemption of the Series 2021 A Bonds.

(1) Optional Redemption. The Series 2021 A Bonds maturing prior to July 1, 203\_ are not subject to optional redemption prior to maturity. The Series 2021 A Bonds maturing on or after July 1, 203\_ are subject to redemption prior to maturity on or after July 1, 203\_, at the option of the Authority with the consent of the Public University, 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.

[(2) Extraordinary Optional Redemption. Subject to the Prior Agreements, if all or a substantial portion of the Leased 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 University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University 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 Series 2021 A 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 University. 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.]

(3) Mandatory Sinking Fund Redemption. The Series 2021 A 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 Series 2021 A Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Series 2021 A Bonds Maturing July 1, 20__</u>	
<u>Year</u>	<u>Amount</u>

\* Final maturity.

The Series 2021 A 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 Series 2021 A Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Series 2021 A Bonds Maturing July 1, 20__</u>	
<u>Year</u>	<u>Amount</u>

\* Final maturity.

The principal amount of the Series 2021 A Bonds required to be redeemed from Sinking Fund Installments may be reduced by the principal amount of such Series 2021 A Bonds theretofore delivered to the Trustee by the Public University in lieu of cash payments under the Lease Agreement or purchased by the Trustee out of moneys in the Debt Service Fund that have not theretofore been applied as a credit against any Sinking Fund Installment.

(b) Redemption of the Series 2021 B Bonds.

(1) Optional Redemption. The Series 2021 B Bonds maturing prior to July 1, 203\_\_ are not subject to optional redemption prior to maturity. The Series 2021 B Bonds maturing on or after July 1, 203\_\_ are subject to redemption prior to maturity on or after July 1, 203\_\_, at the option of the Authority with the consent of the Public University, 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.

[(2) Extraordinary Optional Redemption. Subject to the Prior Agreements, if all or a substantial portion of the Leased 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 University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University 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 Series 2021 B 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 University. 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.]

(3) Mandatory Sinking Fund Redemption. The Series 2021 B 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 Series 2021 B Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Series 2021 B Bonds Maturing July 1, 20__</u>	
<u>Year</u>	<u>Amount</u>

\* Final maturity.

The Series 2021 B 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 Series 2021 B Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Series 2021 B Bonds Maturing July 1, 20__</u>	
<u>Year</u>	<u>Amount</u>

\* Final maturity.

The principal amount of the Series 2021 B Bonds required to be redeemed from Sinking Fund Installments may be reduced by the principal amount of such Series 2021 B Bonds theretofore delivered to the Trustee by the Public University in lieu of cash payments under the Lease Agreement or purchased by the Trustee out of moneys in the Debt Service Fund that have not theretofore been applied as a credit against any Sinking Fund Installment.

### **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 of a series 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 University, and in the case of any Bond subject to mandatory sinking fund redemption, the Authority may designate, with the consent of the Public University, 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.

The Series 2021 A Bonds to be redeemed within any maturity shall be selected by the Trustee by lot or by any other method.

If the Series 2021 B Bonds are registered in book-entry-only form and so long as The Depository Trust Company or a successor Securities Depository is the sole registered owner of the Series 2021 B Bonds, if less than all of the Series 2021 B Bonds of a maturity are called for redemption, the particular Series 2021 B 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 Depository Trust Company procedures, or the procedures of such successor Securities Depository, as the case may be.

If the operational arrangements of The Depository Trust Company or such successor Securities Depository, as the case may be, do not allow for the redemption of the Series 2021 B Bonds on a pro rata pass-through distribution of principal basis as described above, then the Series 2021 B Bonds will be selected for redemption, in accordance with The Depository Trust Company procedures, or the procedures of such successor Securities Depository, as the case may be, by lot or in such other manner as is in accordance with the applicable operational arrangements of The Depository Trust Company or such successor Securities Depository, as the case may be.

If the Series 2021 B Bonds are not registered in book-entry-only form, any redemption of less than all of a maturity of the Series 2021 B Bonds will be allocated among the registered owners of the Series 2021 B Bonds of such maturity, as nearly as practicable, taking into consideration the Authorized Denominations of the Series 2021 B Bonds, on a pro rata basis.

(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 60 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 principal 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 Sections 3.02(a)(3) or 3.02(b)(3), and such Bonds, subject to the exercise by the Authority of its rights under Sections 3.02(a)(3) and

3.02(b)(3), 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) In the event any term Bonds for which Sinking Fund Installments have been established are to be called for mandatory sinking fund redemption and redemption other than by mandatory sinking fund redemption, the Trustee shall identify Bonds to their respective Sinking Fund Installments or maturity dates prior to making such other redemption.

**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 Sections 3.02(a)(1) or (2) or 3.02(b)(1) or (2) 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 which 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 which have been redeemed shall be canceled and destroyed by the Trustee in accordance with Section 2.11 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 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 the following special trust funds in the name of the Authority to be designated as follows:

(a) "New Jersey Educational Facilities Authority Construction Fund, New Jersey City University Series 2021 A/B" (the "Construction Fund") from which moneys deposited into the Construction Fund shall be expended in accordance with the provisions of the Lease Agreement, and which Fund shall have the following accounts therein: (i) a "Series 2021 A Costs of Issuance Account" (which shall be used to pay Costs of Issuance in respect of the Series 2021 A Bonds) and a "Series 2021 B Costs of Issuance Account" (which shall be used to pay Costs of Issuance in respect of the Series 2021 B Bonds) (said Series 2021 A Costs of Issuance Account and the Series 2021 B Costs of Issuance Account are collectively referred to herein as the "Costs of Issuance Accounts") and (ii) a "Series 2010 F/G Project Account" (which shall be funded from the unexpended proceeds of the Series 2010 F Bonds used to pay costs of the Series 2010 F/G Project).

(b) "New Jersey Educational Facilities Authority Debt Service Fund, New Jersey City University Series 2021 A/B" (the "Debt Service Fund"), and which Fund shall have the following accounts therein: (i) an "Interest Account" (which shall be used to pay interest on the Bonds and any Swap Payment Obligations), and which Account shall contain a "Series 2021 A Sub-Account" and a "Series 2021 B Sub-Account", and (ii) a "Principal Account" (which shall be used to pay principal or redemption price of the Bonds and any Swap Termination Payments), and which Account shall contain a "Series 2021 A Sub-Account" and a "Series 2021 B Sub-Account".

(c) "New Jersey Educational Facilities Authority Debt Service Reserve Fund, New Jersey City University Series 2021 A/B" (the "Debt Service Reserve Fund"), and which Fund shall have the following accounts therein: (i) a "Series 2021 A Account" (which shall be for the benefit of only the Series 2021 A Bonds) and (ii) a "Series 2021 B Account" (which shall be for the benefit of only the Series 2021 B Bonds).

(d) "New Jersey Educational Facilities Authority Rebate Fund, New Jersey City University Series 2021 A" (the "Rebate Fund").

(e) 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 an Authorized Officer of the Authority.

**Section 4.02 Deposit of Bond Proceeds and Other Moneys.** The aggregate principal amount of the Bonds, plus a net original issue premium, less the underwriters' discount and less the premium for the Bond Insurance Policy, 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 Construction 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 Accounts 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 and the Public University relating to the issuance of the Bonds.

(b) Except as otherwise provided in this Article IV, any moneys deposited in the Series 2010 F/G Project Account shall be used only to pay the costs of the Series 2010 F/G Project and to the necessary incidental expenses and reimbursement to the Public University for such costs and expenses paid by the Public University in connection with the Series 2010 F/G Project as are approved by the Authority. For purposes of internal accounting, the Series 2010 F/G Project Account may contain one or more subaccounts, as the Authority or the Trustee may deem proper.

(c) 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 paragraph (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 University 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 Series 2010 F/G Project, such substantiating Certificate to be signed by an Authorized Officer of the Public University. If the Public University requests a copy of any Certificate issued by the Authority under this Section 4.03, the Authority shall comply with such request.

**Section 4.04 Use of Money in the Construction Fund Upon Default.** If the Bonds shall be accelerated pursuant to Section 7.02 hereof, any balance remaining in the Construction Fund shall, without further authorization, be transferred into the Debt Service Fund, for deposit into the Principal Account therein (unless otherwise directed by an Authorized Officer of the Authority).

**Section 4.05 Close-Out of the Construction Fund.** Not later than the one hundred eightieth (180<sup>th</sup>) day following the issuance of the Bonds (which date may be extended by notice from an Authorized Officer of the Authority to the Trustee), the Authority shall, by a Certificate filed with the Trustee, specify the amount of moneys, if any, to be retained by the Trustee in the Costs of Issuance Subaccounts for payment of any Costs of Issuance of the Bonds not then due and payable, which amounts shall be applied to the payment of such costs as soon as practicable after delivery to the Trustee of such Certificate.

The completion of the Series 2010 F/G Project shall be evidenced by a Certificate in a form satisfactory to the Authority (the "Completion Certificate"). The Completion Certificate shall specify the amount of moneys, if any, to be retained by the Trustee in the Series 2010 F/G

Project Account for the payment of any costs of the Series 2010 F/G Project not then due and payable, which amounts shall be applied to the payment of such costs as soon as practicable after delivery to the Trustee of the Completion Certificate, but in any event not later than 90 days after such delivery.

Any amount not to be retained in either the Costs of Issuance Account for payment of Costs of Issuance or in the Series 2010 F/G Project Account for payment of costs of the Series 2010 F/G Project, and any amount retained but not subsequently applied to the payment of Costs of Issuance or costs of the Series 2010 F/G Project, as applicable, as provided in the foregoing paragraphs, shall be transferred by the Trustee to the Debt Service Fund, for deposit into such account(s) and sub-account(s) therein as shall be directed by an Authorized Officer of the Authority. Written advice of the transfer of such amount to the Debt Service Fund shall be provided by the Trustee to the Authority, and, at the written direction of an Authorized Officer of the Authority with the consent of the Public University and subject to the conditions hereinafter set forth, such amount shall be applied by the Trustee as follows: (i) to pay principal and interest on the Bonds as the same becomes due, (ii) to redeem, or to cause the redemption of, Bonds on the earliest redemption date permitted by this Indenture without a premium, (iii) to purchase Bonds on the open market prior to such redemption date at prices not in excess of the principal amount of such Bonds, or (iv) for any other purpose, *provided* that the Trustee is furnished with an opinion of bond counsel to the effect that such use is lawful under the Act and, in the case of amounts attributable to the Series 2021 A Bonds, will not cause the interest on said Bonds to be included in gross income for federal income tax purposes. Until used for one or more of the foregoing purposes, such segregated amount (in the case of the Series 2021 A Bonds) may only be invested as permitted by this Indenture at a Yield not in excess of the Yield on such Bonds.

#### **Section 4.06 Debt Service Fund and Debt Service Reserve Fund.**

(a) The Trustee shall make deposits and credits to the applicable accounts and sub-accounts in the Debt Service Fund and Debt Service Reserve Fund, as and when received, as set forth below and in accordance with the written direction of an Authorized Officer of the Authority.

(i) To the respective sub-accounts in the Interest Account and/or the Principal Account, as applicable, 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 University to the Authority specified in Section 4.04 of the Lease Agreement, sufficient to pay the amounts when due described in Section 4.06(c) below;

(ii) To the respective sub-accounts in the Principal Account (unless otherwise directed by an Authorized Officer of the Authority), 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) To the respective sub-accounts in the Interest Account (unless otherwise directed by an Authorized Officer of the Authority), interest earnings and other income on

Investment Obligations required to be deposited in the Debt Service Fund pursuant to Section 5.02.

(iv) To the respective accounts in the Debt Service Reserve Fund, the amounts, if any, needed in order to restore said accounts to their respective Debt Service Reserve Fund Requirements. Notwithstanding the foregoing subparagraphs (i) through (iii), any amounts paid by the Public University pursuant to Section 4.05(f) of the Lease Agreement following a withdrawal from the Debt Service Reserve Fund as provided in Section 4.05(d) below shall be deposited upon receipt in the respective account(s) in the Debt Service Reserve Fund.

(v) To the respective sub-accounts in the Principal Account and/or the Interest Account, as applicable, 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 or elsewhere herein, moneys in each account and sub-account 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; (iii) to pay principal of and redemption premium, if any, on the applicable Bonds as the same become due upon redemption prior to maturity; (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 (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(s) and sub-account(s) 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 the foregoing (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, and interest and Swap Payment Obligations and Swap Termination Payments.

(d) If on any date on which such payment is due, the amount in the applicable account(s) and sub-account(s) in the Debt Service Fund is not sufficient to pay all amounts set forth in Section 4.06(c) above, the Trustee shall withdraw sufficient funds from the applicable account(s) in the Debt Service Reserve Fund and transfer same to the applicable account(s) and subaccount(s) in the Debt Service Fund so as to enable the Trustee to make such payment. Following any such withdrawal, the Public University shall be required, pursuant to Section 4.05(f) of the Lease Agreement, to replenish the applicable account(s) in the Debt Service Reserve Fund in twelve (12) equal monthly installments.

(e) Amounts in the Debt Service Reserve Fund may be invested from time to time as provided in Section 5.02. Any such investments shall be valued at the lesser of cost or fair market value, and such fair market value shall be determined by the Trustee on or before May 1 of each year. If on the basis of any such valuation the Trustee determines that the amount in any account in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement therefor, then the Trustee shall so notify the Authority and the Public University in writing and the Public University shall be required, pursuant to Section 4.06(e) of the Lease Agreement, to make a payment to the Trustee sufficient to restore such account(s) to the applicable Debt Service Reserve Fund Requirement. If on the basis of any such valuation he Trustee determines that the amount in any account in the Debt Service Reserve Fund exceeds the Debt Service Reserve Fund Requirement therefor, then the Trustee shall so notify the Authority and the Public University in writing and shall transfer the excess amount to the applicable account(s) and subaccount(s) in the Debt Service Fund, and the Public University shall receive a corresponding credit against its Basic Rent Payment next due.

(f) If the Debt Service Reserve Requirement for any account in the Debt Service Reserve Fund shall be reduced as a result of any refunding or defeasance of the Bonds, the Trustee shall apply any amounts in said account in excess of the applicable Debt Service Reserve Fund Requirement in such manner as shall be set forth in the written direction of an Authorized Officer of the Authority.

(g) Whenever there is on deposit in the applicable account(s) and sub-account(s) 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 University, take and cause to be taken the necessary steps to redeem all such applicable 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 University. Any moneys in the applicable account(s) and sub-account(s) in the Debt Service Fund may be used to redeem a part of the applicable Bonds Outstanding, in accordance with Article III, so long as the Public University 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 4.05 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.

(h) 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), payment in full of Swap Payment Obligations and Swap Termination Payments, if any, all rebatable arbitrage to the United States of America 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 and the Debt Service Reserve Fund shall be paid to the Public University upon the expiration or sooner termination of the Lease Agreement.

#### **Section 4.07 Rebate Fund.**

(a) The Rebate Fund shall be held for the benefit of the United States of America and not for the benefit of the Holders of the Series 2021 A Bonds, which Holders shall have no rights in or to such fund.

(b) Subject to subsection (c) of this Section 4.07, as of the last day of each fifth Bond Year (the "Rebate Computation Date"), the Authority shall calculate, or cause to be calculated, the amount required to be paid to the United States of America (the "Rebatable Arbitrage") pursuant to Section 148 of the Internal Revenue Code. On or before the sixtieth day after such date, the Trustee at the written direction of an Authorized Officer of the Authority, and upon the receipt of funds from the Public University shall deposit in the accounts (if any) in the Rebate Fund the amount, if any, needed to increase the amount in the accounts (if any) in such Rebate Fund to an amount equal to one-hundred percent (100%) of the Rebatable Arbitrage for the period from the date of issuance of the Bonds to the Rebate Computation Date at issue, or shall transfer from the Rebate Fund to the Debt Service Fund, for deposit into the Interest Account therein (unless otherwise directed by an Authorized Officer of the Authority), the amount, if any, needed to reduce the amount in the Rebate Fund to 90% of the amount of the Rebatable Arbitrage for such period.

Subject to subsection (c) of this Section 4.07, as of the last day on which the last Bond remaining Outstanding is retired (the "Final Computation Date"), the Authority shall calculate, or cause to be calculated, the amount required to be paid to the United States of America pursuant to Section 148 of the Internal Revenue Code. On or before the sixtieth day after such date, the Trustee, at the written direction of the Authority, and upon the receipt of funds from the Public University, shall deposit in the accounts (if any) in the Rebate Fund the amount, if any, needed to increase the amount in the accounts in such Rebate Fund to an amount equal to the Rebatable Arbitrage for the period from the date of issuance of the Bonds to the Final Computation Date, or shall transfer from the Rebate Fund to the Debt Service Fund, for deposit into the Interest Account therein (unless otherwise directed by an Authorized Officer of the Authority), the amount, if any, needed to reduce the amount in the Rebate Fund to the amount of the Rebatable Arbitrage for such period.

After making any transfer required for a Rebate Computation Date and the Final Computation Date, the Authority shall immediately pay or cause to be paid to the United States of America the amount in the Rebate Fund. The amounts in the Rebate Fund shall not be subject to the claim of any party, including any Holder, and shall not be paid to any party other than the United States of America.

All amounts in the Rebate Fund shall be used and withdrawn by the Authority or the Trustee solely for the purposes set forth in this Section. In the event the amount in the Rebate Fund is for any reason insufficient to pay to the United States of America the amounts due as calculated in this Section, the Public University, or the Trustee at the written direction of an Authorized Officer of the Authority and upon the receipt of funds from the Public University, shall deposit in the Rebate Fund the amount for such deficiency.

(c) Notwithstanding the provisions of this Section 4.07, the Authority hereby agrees to calculate or cause to be calculated the amount to be deposited in the Rebate Fund and the amount to be rebated to the United States of America pursuant to Section 148(f) of the Internal Revenue Code in a manner not inconsistent with its arbitrage covenants set forth in the Tax Certificate. Such calculation shall give regard to all regulations applicable to such Section 148(f) including any temporary regulations heretofore or hereafter released.

(d) The Authority and the Public University agree that the Trustee shall not be liable for any damages, costs or liabilities resulting from the performance of the Trustee's duties and obligations under this Section 4.07, except that the Trustee shall be liable for its negligence or willful misconduct. In making any deposit or transfer to or payment from the Rebate Fund, the Trustee shall be entitled to rely conclusively and solely on the written instructions of the Authority and shall have no duty to examine such written instruments to determine the accuracy of the Authority's calculation of the Rebateable Arbitrage or the amounts to be paid to the United States. In the event that the Public University or the Authority shall not comply with their respective obligations under this Section 4.07, the Trustee shall have no obligation to cause compliance on their respective behalf.

**Section 4.08 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 4.09 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, determine 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 4.09 shall be held uninvested and without any liability for interest.

**Section 4.10 Reports From Trustee.** The Trustee shall furnish monthly to the Authority and the Public University a report on the status of each of the funds and accounts established under this Article which 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.

**Section 4.11 Certain Verifications.** The Authority, from time to time, with notice to the Public University, may cause a firm of attorneys, consultants or Independent accountants or an investment banking firm acceptable to the Authority to supply the Authority or the Public University with such information as the Authority or the Public University may request in order to determine in a manner reasonably satisfactory to the Authority or the Public University all matters relating to (a) the Yields on the Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, and (b) compliance with rebate requirements of Section 148(f) of the Internal Revenue Code. Payment for costs and expenses incurred in connection with supplying the foregoing information shall be paid by the Public University. The Authority and the Public University authorize the Trustee to provide to such firm(s) such information as may be required by such firm(s) to make such determinations which the Trustee has maintained on its records pursuant to this Indenture.

**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 (except for moneys in the Rebate Fund) 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 University except as provided under Section 5.02 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 an Authorized Officer of the Authority, be invested and reinvested by the Trustee in accordance with the provisions hereof in Investment Obligations which 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, moneys held in any fund or account hereunder shall be invested or reinvested in shares of an open-end, diversified investment company which is registered under the Investment Company Act of 1940, as amended, and which 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 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 deposited in the Rebate Fund pursuant to Section 4.07) 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 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, Swap Termination Payment (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, the Authority's right to indemnification as set forth in the Lease Agreement and any payments made by the Trustee or the Public University to meet the rebate requirements of Section 148(f) of the Internal Revenue Code) 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 or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which 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 and 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 and in the Bonds 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 and the other Bond Documents to which it is a party, 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 University. 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 Authority or its designee.

**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 University under and pursuant to the Lease Agreement for and on behalf of the Bondowners, whether or not the Authority is in default hereunder.

**Section 6.08 Tax Covenants.** The Authority covenants, and the Public University has covenanted in the Lease Agreement and the Tax Representation Letter, not to take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Series 2021 A Bonds under Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code. The Authority and the Public University will not directly or indirectly use or permit the use of any proceeds of the Series 2021 A Bonds or any other funds of the Authority or the Public University, or take or omit to take any action that would cause the Series 2021 A Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Internal Revenue Code. To that end, the Authority and the Public University will comply with all requirements of Section 148 of the Internal Revenue Code to the extent applicable to the Series 2021 A Bonds. In the event that at any time the Authority

or the Public University is of the opinion that for purposes of this Section 6.08 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Lease Agreement or otherwise, the Authority or the Public University shall so instruct the Trustee, in writing, and the Trustee shall take such action as shall be set forth in such instructions. The covenants of the Authority contained in the Lease Agreement are fully incorporated herein by reference and are made a part of this Indenture as if fully set forth herein.

Without limiting the generality of the foregoing, the Authority and the Public University agree that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Internal Revenue Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Series 2021 A Bonds from time to time. This covenant shall survive payment in full or defeasance of the Series 2021 A Bonds. The Authority and the Public University specifically covenant to pay or cause to be paid to the United States of America at the times and in the amounts determined under Section 4.07 hereof the Rebatale Arbitrage, as described in the Tax Certificate.

Notwithstanding any provision of this Section and Section 4.07 hereof, if the Authority, at the expense of the Public University, shall provide to the Public University and the Trustee an opinion of nationally recognized bond counsel to the effect that any action required under this Section and Section 4.07 hereof is no longer required, or to the effect that some further action is required, to maintain the exclusion from gross income of interest on the Bonds, the Authority, the Trustee and the Public University may rely conclusively on such opinion.

## **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 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 University 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 University 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 cured; 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 University under this Section, the Authority hereby grants the Public University 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 things and acts to the same extent that the Authority could do and perform any such things and acts 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 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.

In determining whether a payment default has occurred or whether a payment on the Bonds has been made hereunder, no effect shall be given to payments under the Bond Insurance Policy.

**Section 7.02 Acceleration of Maturity in Event of Default.** (a) If an Event of Default under Section 7.01(a) or (b) 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 any other 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 University, 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.

(b) Notwithstanding any other provision of this Indenture to the contrary, (i) any acceleration of principal of the Bonds shall be subject to the prior written consent of the Bond Insurer, and (ii) any annulment of such declaration of acceleration of principal of the Bonds shall be subject to the prior written consent of the Bond Insurer.

**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 Basic 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 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, 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, the Trustee shall be obligated to exercise such one or more of the rights and powers conferred by this Article 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, 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 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, 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.** Notwithstanding Section 7.05, 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 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 hereunder or under the Lease Agreement;

(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, and 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 any amounts due and owing the Bond Insurer hereunder or under the Lease Agreement; and

(d) Fourth: To the payment of the remainder, if any, to the Public University 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, 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 which 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, 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, and all amounts owing to the United States of America under Section 148 of the Internal Revenue Code have been paid, any balance remaining in the Debt Service Fund shall be paid to the Public University.

**Section 7.08 Remedies Cumulative.** No remedy by the terms of this Indenture conferred upon or reserved to the Trustee, the Swap Provider, or to 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 to 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 University, 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 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 University, 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 the Public University.** Upon the occurrence of any Event of Default, any Bonds owned by the Public University 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 which 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.

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

(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 Authorized Officer of the Authority or a Certificate of an Authorized Officer of the Public University as to the sufficiency of any request or direction of the Public University or the Authority, 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 adopted by the Public University Board or a resolution of the Authority has been duly adopted, 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 Authorized Officer of the Authority or a Certificate of an Authorized Officer of the Public University, 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 which 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 which 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 University, personally or by 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 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 University 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 University 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 University 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) 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, protection or 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 University, 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 have no responsibility with respect to compliance by the Authority or the Public University with Section 148 of the Internal Revenue Code or any covenant in this Indenture or in the Lease Agreement regarding yields on investments.

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

(r) 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.

(s) 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.

(t) 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.

(u) 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 or willful misconduct.

**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, unless the Trustee shall be specifically notified in writing of such default or Event of Default by the Authority, the Public University, 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, 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 Event of 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, the term "default" means any event which 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.

Pursuant to the Lease Agreement, the Public University 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 University 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, 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 except for funds and investments held pursuant to Section 4.07.

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

**Section 8.05 Corporate Trustee Required; Eligibility.** There shall at all times be a Trustee hereunder which 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, 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, it shall resign immediately in the manner and with the effect specified in this Article.

### **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 University, the Swap Provider, if any, the Bond Insurer 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 University, 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 University (so long as the Public University 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 University 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 and shall fail to resign after written request therefor by the Authority, the Public University 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 University 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 shall become effective until the acceptance of appointment by the successor Trustee under Sections 8.07 and 8.08.

**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 University (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) 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 University, the Swap Provider, if any, and the retiring Trustee, shall promptly appoint a successor Trustee acceptable to the Bond Insurer. 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 University or the retiring Trustee, at the expense of the Public University, 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 shall be a bank or national banking association with trust powers or 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.

**Section 8.08 Acceptance of Appointment by Successor.** Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the Authority, the Public University 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 an Authorized Officer of the Authority, the Public University 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 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.

**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, 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 to the Bonds. The Authority, or the Public University 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 which has resigned or been removed shall cease to be trustee of any funds provided hereunder and Paying Agent for 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 8.11 Advances by Trustee.** If the Public University 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 University. All moneys so used or advanced by the Trustee, together with interest at the Prime Rate plus 2%, shall be repaid by the Public University 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 (except the moneys in the Rebate Fund) under this Indenture but no such use of moneys or advance shall relieve the Public University from any default hereunder.

**Section 8.12 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 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, (d) any redemption of Bonds pursuant to this Indenture other than mandatory sinking fund redemptions pursuant to Sections 3.02(a)(3) or 3.02(b)(3) hereof, or (e) the acceleration of the Bonds in accordance with Article VII.

**Section 8.13 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 8.14 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 8.15 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](http://www.elec.state.nj.us).

**Section 8.16 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 which 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 the 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 which, 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 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, 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 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

**Section 9.03 Public University's Consent to Supplemental Indentures.** Anything herein to the contrary notwithstanding, so long as the Public University is not in default under the Lease Agreement, a Supplemental Indenture under this Article which affects any rights of the Public University shall not become effective unless and until the Public University 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 University 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, concurrently with the entry by the Authority and the Trustee into any Supplemental Indenture pursuant to Section 9.01 or 9.02, 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 and that the execution and delivery of the Supplemental Indenture will not adversely affect the exclusion of interest on the Series 2021 A Bonds from gross income of the owners thereof for purposes of federal income taxation.

**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 University 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, Leased Facilities and/or the Leased Facilities Site in accordance with the Lease Agreement, or

(c) In connection with any other change therein which, 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 must be provided to each Rating Agency.

**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 University; provided that no such Supplemental Lease Agreement shall be entered into which 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 University 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 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 must be provided to each Rating Agency by the Trustee.

**Section 10.03 Opinions.** Anything to the contrary in Sections 10.01 or 10.02 notwithstanding, concurrently with the entry by the Authority and the Public University into any Supplemental Lease Agreement, there shall have been delivered to the Authority, the Swap Provider and the Trustee 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 and is duly authorized, validly executed and delivered and is legally valid and binding upon the Authority, and 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 University and that the execution and delivery of the Supplemental Lease Agreement will not adversely affect the exclusion of interest on the Series 2021 A Bonds from gross income of the owners thereof for purposes of federal income taxation.

**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;

(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 Government Obligations or both in such amounts and with maturities which will be, together with other moneys deposited therein and together with the income or increment 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 which 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. For purposes of this subsection (c), Government Obligations shall mean and include only those investments of the type identified in paragraph A of the "List of Investment Obligations" as contained in Exhibit B attached hereto, which shall not be subject to redemption prior to their maturity.

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

Notwithstanding any provisions of any other Section of this Indenture which may be contrary to this Section, all moneys or Government 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 Government Obligations have been so set aside in trust.

**Section 11.02 Satisfaction and Discharge of the 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, 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, any Rebatable

Arbitrage to the United States of America, all amounts due and owing the Bond Insurer 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, determine and be void, and thereupon the Trustee, upon Written Request of the Public University, and upon receipt by the Trustee, the Swap Provider, the Bond Insurer 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, the Bond Insurer and the Public University 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 University, 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 which 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, and compliance with the other payment requirements of Section 11.01, and subject to this Section, 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 Government Obligations deposited with the Trustee as aforesaid.

Provision for payment of the Bonds Outstanding hereunder may not be made as aforesaid nor may this Indenture be discharged if under any circumstances the interest on such Bonds is thereby made subject to federal income taxation. In determining the foregoing, the Trustee may conclusively rely upon a favorable opinion of bond counsel.

**Section 11.03 Payment of Bonds After Discharge.** Notwithstanding the discharge of the lien hereof as in this Article 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 University 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 which 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 University.

**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, the Bond Insurer 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, the Bond Insurer 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 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 or the Public University 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:

The Bank of New York Mellon  
385 Rifle Camp Road, 3<sup>rd</sup> Floor  
Woodland Park, New Jersey 07424  
Attention: Corporate Trust Administration

(c) To the Public University at:

New Jersey City University  
2039 Kennedy Boulevard  
Jersey City, New Jersey 07305  
Attention: Vice President for Administration and Treasury

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, or (iv) any amendment is made to this Indenture or the Lease Agreement.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Indenture and delivered using Electronic Means; provided, however, that the Authority shall provide to the Trustee an incumbency certificate listing officers with authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. If the Authority elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The Authority understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Authority shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Authority and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority.

**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, the Tax Certificate 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 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 University 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 which 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 whatever. 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 The 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 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.

**Section 12.11 Provisions Relating to the Bond Insurance Policy.**

(a) Application of this Section. This Section 12.11 shall apply to the Bonds so long as the Bond Insurance Policy shall be in effect and the Bond Insurer is not in default of its obligations under the Bond Insurance Policy and notwithstanding any provisions to the contrary in this Indenture; and provided, the Bond Insurer shall always retain any rights to the extent it has become subrogated to the Holders of any Bonds.

(b) Amendments and Supplements. The Bond Insurer shall be given prior written notice of any amendment or supplement to this Indenture or the Lease Agreement which does not require the consent of the Holders of the Bonds. Any amendment or supplement to this Indenture which requires the consent of the Holders of the Bonds, shall be subject to the prior written consent of the Bond Insurer. Any rating agency then rating the Bonds shall receive notice of any amendment and a copy thereof. Notwithstanding any other provision of this Indenture or the Lease Agreement, in determining whether the rights of Holders of the Bonds will be adversely affected by any action taken pursuant to the terms and provisions thereof, the Trustee shall consider the effect on the Holders of the Bonds as if there were no Bond Insurance Policy. Any provision of this Indenture, the Lease Agreement or the Security Agreement may not be amended, modified or waived in any manner that affects the rights or interests of the Bond Insurer without the prior written consent of the Bond Insurer.

(c) Holder Consents. For purposes of any action under this Indenture with respect to the Bonds requiring the approval or consent of Holders of a percentage of the principal amount of Outstanding Bonds or exercising any voting right or privilege or giving any consent or direction or taking any other action that such Holders are entitled to take pertaining to (i) defaults and remedies and (ii) the duties and obligations of the Trustee, the Bond Insurer, shall be deemed the Holder of 100% of the principal amount of Outstanding Bonds; provided, that, the Bond

Insurer shall be deemed a Holder, together with the actual Holders of the Bonds, with respect to amendments or modifications set forth in Section 9.02 of this Indenture requiring the consent of the Holders of all Bonds Outstanding.

(d) Trustees. The Bond Insurer shall be furnished with written notice of any name change of the Trustee or of the resignation, removal or termination of the Trustee, Bond Registrar or Paying Agent.

(e) Defeasance Provisions. (i) In the event that the principal and/or interest due on the Bonds shall be paid by the Bond Insurer pursuant to the Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Authority, and the assignment and pledge of the Trust Estate under this Indenture and all covenants, agreements and other obligations of the Authority to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners including, without limitation, any rights that such owners may have in respect of securities law violations arising from the offer and sale of the Bonds.

(ii) In addition to the requirements of Section 11.01 hereof, the following shall be conditions shall be required in connection with the defeasance of the Bonds:

(A) An escrow agreement and an opinion of counsel regarding the validity and enforceability of the escrow agreement. Such escrow agreement shall provide that:

(1) Any substitution of securities shall require verification by an independent certified public accountant and the prior written consent of the Bond Insurer;

(2) The Public University will not exercise any optional redemption of Bonds secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement, if any, for the refunding bonds, and (ii) as a condition of any such redemption there shall be provided to the Bond Insurer a verification of an independent certified public accountant as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following such redemption; and

(3) The Public University shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of the Bond Insurer.

(f) Reporting Requirements. The Bond Insurer shall be provided with the following:

(i) Notice of any material event pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, as amended;

(ii) All information furnished pursuant to the Continuing Disclosure Agreement dated as of \_\_\_\_\_ 1, 2021, by and between the Public University and the Trustee, shall be simultaneously delivered to the Bond Insurer.

(iii) Such additional information as the Bond Insurer may reasonably request from time to time.

(g) Default Related Provisions.

(i) For all purposes of this Indenture governing events of default and remedies, except the giving of notice of default to Bondholders, the Bond Insurer shall be deemed to be the sole Holder of the Bonds;

(ii) In furtherance thereof and as a term of this Indenture and the Bonds, each Holder of the Bonds appoint the Bond Insurer as their agent and attorney-in-fact with respect to the Bonds and agree that the Bond Insurer may at any time during the continuation of any proceeding by or against the Public University under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, each Holder of the Bonds delegate and assign to the Bond Insurer, to the fullest extent permitted by law, the rights of each Holder of the Bonds with respect to the Bonds in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding. The Trustee acknowledges such appointment, delegation and assignment by each Holder of the Bonds for the Bond Insurer's benefit, and agrees to cooperate with the Bond Insurer in taking any action reasonably necessary or appropriate in connection with such appointment, delegation and assignment. Remedies granted to the Holders of the Bonds shall expressly include mandamus.

(h) Payments Pursuant to the Bond Insurance Policy. So long as the Bond Insurance Policy shall be in effect, the Trustee, the Bond Registrar and the Paying Agent shall observe the following provisions respecting the Bond Insurance Policy and the Bonds:

(i) If, on the third Business Day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under this Indenture, moneys sufficient to pay the principal of and interest on the Bonds due on such Payment Date, the Trustee shall give notice to the Bond Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Bonds due on such Payment Date, the Trustee shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Bond Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Bonds and the amount required to pay principal of the Bonds, confirmed in writing to the Bond Insurer and the Bond Insurer's Fiscal Agent by 12:00

noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

(ii) The Trustee shall designate any portion of payment of principal on Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Bonds registered to the then current Holder of the Bonds, whether DTC or its nominee or otherwise, and shall issue a replacement Bond to the Bond Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations): provided that the Trustee's failure to so designate any payment or issue any replacement Bond shall have no effect on the amount of principal or interest payable by the Authority on any Bond or the subrogation rights of the Bond Insurer.

(iii) The Trustee shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(iv) Upon payment of a claim under the Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of the Holders of the Bonds referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Bond Insurance Policy in trust on behalf of the Holders of the Bonds and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Holders of the Bonds in the same manner as principal and interest payments are to be made with respect to the Bonds under the sections hereof regarding payment of Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Public University, pursuant to Section 11.11(e) of the Lease Agreement, agrees to pay to the Bond Insurer (A) a sum equal to the total of all amounts paid by the Bond Insurer under the Bond Insurance Policy (the "Insurer Advances"): and (ii) interest on such Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (X) the greater of (I) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Bonds and (Y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Authority hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Trust Estate and payable from such Trust Estate on a parity with debt service due on the Bonds.

(v) Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following an Bond payment date shall promptly be remitted to the Bond Insurer.

(vi) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy. Each obligation of the Authority to the Bond Insurer under this Indenture and the Lease Agreement shall survive discharge or termination of this Indenture and the Lease Agreement.

(vii) The Bond Insurer shall be entitled to pay principal or interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Authority (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Bonds as a result of acceleration of the maturity thereof in accordance with this Indenture, whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.

(i) The Public University, pursuant to Section 11.11(e) of the Lease Agreement, hereby agrees to pay or reimburse the Bond Insurer, to the extent permitted by law and solely from funds available under this Indenture and the Lease Agreement, any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, in connection with (i) any accounts established to facilitate payments under the Bond Insurance Policy, (ii) the administration, enforcement, defense or preservation of any rights in respect of this Indenture or the Lease Agreement including defending, monitoring or participating in any litigation or proceeding (including any bankruptcy proceeding in respect of the Public University or any affiliate thereof) relating to this Indenture or any other Financing Document, any party to this Indenture or any other Financing Document or the transaction contemplated by the Financing Documents, (iii) the foreclosure against, sale or other disposition of any collateral securing any Bonds under this Indenture or any other Financing Document, or the pursuit of any remedies under this Indenture or any other Financing Document, to the extent such costs and expenses are not recovered from such foreclosure, sale or other disposition, or (iv) any amendment, waiver or other action with respect to, or related to, this Indenture or any other Financing Document whether or not executed or completed; costs and expenses shall include a reasonable allocation of compensation and overhead attributable to time of employees of the Bond Insurer spent in connection with the actions described in clauses (ii) - (iv) above. In addition, the Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of this Indenture or any other Financing Document. The Public University will pay interest on the amounts owed in this paragraph from the date of any payment due or paid, at the per annum rate of interest publicly announced from time to time by JP Morgan Chase Bank, National Association at its principal office in New York, New York as its prime lending rate (any change in such prime rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank, National Association) plus three percent (3%) per annum (the "Reimbursement Rate"). The Reimbursement Rate shall be calculated on the basis of the actual number of days elapsed over a 360-day year. In the event JPMorgan Chase Bank ceases to announce its prime rate publicly, the

prime rate shall be the publicly announced prime rate or base lending rate of such national bank, as the Bond Insurer shall specify. The provisions of this paragraph shall survive the redemption, defeasance or termination of the Bonds or the terminations of any Financing Document.

(j) In addition to any and all rights of reimbursement, subrogation and any other rights pursuant hereto or under law or in equity, the Public University, pursuant to Section 11.11(e) of the Lease Agreement, agrees to pay or reimburse the Bond Insurer, to the extent permitted by law and solely from funds available under the Financing Documents, any and all charges, fees, costs, claims, losses, liabilities (including penalties), judgments, demands, damages, and expenses which the Bond Insurer or its officers, directors, shareholders, employees, agents and each Person, if any, who controls the Bond Insurer within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, may reasonably pay or incur, including, but not limited to, fees and expenses of attorneys, accountants, consultants and auditors and reasonable costs of investigations, of any nature in connection with, in respect of or relating to the transactions contemplated by this Indenture or any other Financing Document by reason of:

(i) any omission or action (other than of or by the Bond Insurer) in connection with the offering, issuance, sale, remarketing or delivery of the Bonds;

(ii) the negligence, bad faith, willful misconduct, misfeasance, malfeasance or theft committed by any director, officer, employee or agent of the Authority or Public University in connection with any transaction arising from or relating to this Indenture or any other Financing Document;

(iii) the violation by the Public University of any law, rule or regulation, or any judgment, order or decree applicable to it;

(iv) the breach by the Public University of any representation, warranty or covenant under this agreement or any other Financing Document or the occurrence, in respect of the Public University, under this Indenture or any other Financing Document of any "event of default" or any event which, with the giving of notice or lapse of time or both, would constitute any "event of default"; or

(v) any untrue statement or alleged untrue statement of a material fact contained in any official statement relating to the Bonds, if any, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such claims arise out of or are based upon any untrue statement or omission in information included in an official statement, if any, and furnished by the Bond Insurer in writing expressly for use therein.

(k) Swap Agreements. Any Swap Agreement entered into in connection with the Bonds shall meet the following conditions: (i) the Swap Agreement must be entered into to manage interest costs related to, or a hedge against (a) assets then held, (b) debt then outstanding, or (c) debt reasonably expected to be issued or incurred within thirty-six months of the proposed interest rate swap, and (ii) the Swap Agreement shall not contain any leverage element or multiplier component greater than 1.0x unless there is a matching hedge arrangement which

effectively off-sets the exposure from any such element or component. Unless otherwise consented to in writing by the Bond Insurer, the net settlement, breakage or other termination amount then in effect shall be subordinate to debt service on the Bonds and on any debt on parity with the Bonds. The Authority, on behalf of the Public University, shall not terminate any Swap Agreement relating to the Bonds unless it demonstrates to the satisfaction of Bond Insurer prior to the payment of any such termination amount that (a) the Authority, on behalf of the Public University, has sufficient amounts on hand to make pay the termination amount, and (b) such payment will not cause the Authority or the Public University to be in default under any Financing Documents, as such agreement may be amended or supplemented, including but not limited to, any monetary obligations thereunder. All counterparties or guarantors to the Swap Agreement must have a rating of at least "AA" and "Aa" by S&P and Moody's, unless otherwise agreed to by the Bond Insurer. If the counterparty or guarantor's rating falls below "A-" or "A3" by either S&P or Moody's, the counterparty or guarantor shall execute a credit support annex to the Swap Agreement, which credit support annex shall be acceptable to Bond Insurer. If the counterparty or the guarantor's long term unsecured rating falls below "Baa3" or "BBB-" by either Moody's or S&P, a replacement counterparty or guarantor, acceptable to the Bond Insurer, shall be required.

(l) The Bond Insurer as Third Party Beneficiary. To the extent that the Financing Documents confer upon or give or grant to the Bond Insurer any right, remedy or claim under or by reason of the Financing Documents, the Bond Insurer is explicitly recognized as being a third party beneficiary thereunder and may enforce any such right, remedy or claim conferred, given or granted thereunder.

(m) No Purchase by Authority or Public University. Without the prior written consent of the Bond Insurer, no Bonds shall be purchased by the Authority or the Public University, or any of their respective affiliates, unless such Bonds are redeemed, defeased or terminated.

**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

**THE BANK OF NEW YORK MELLON,  
as Trustee**

By: \_\_\_\_\_  
Vice President

Acknowledged and Accepted:

**NEW JERSEY CITY UNIVERSITY**

By: \_\_\_\_\_  
Aaron Aska, Ed.D.  
Vice President for Administration and Treasury

**EXHIBIT A  
TO TRUST INDENTURE**

**(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,  
NEW JERSEY CITY UNIVERSITY ISSUE,  
[SERIES 2021 A (TAX-EXEMPT)] [SERIES 2021 B (FEDERALLY TAXABLE)]**

<u>Interest Rate</u> _____%	<u>Maturity Date</u> July 1, 20__	<u>Dated Date</u> _____, 2021	<u>CUSIP</u> _____
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**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 March 1, 2021 (said Trust Indenture, as may be amended and supplemented from time to time in accordance with the provisions thereof, being herein called the "Indenture"),

between the Authority and The Bank of New York Mellon, as Trustee (the "Trustee"), until said Principal Amount is paid.

**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 which 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, New Jersey City University Issue, [Series 2021 A (Tax-Exempt)] [Series 2021 B (Federally Taxable)]" in the aggregate principal amount of \$\_\_\_\_\_ (the "Series 2021 \_ Bonds"). The Series 2021 \_ Bonds, together with the Authority's Revenue Refunding Bonds, New Jersey City University Issue, [Series 2021 A (Tax-Exempt)] [Series 2021 B (Federally Taxable)] (collectively with the Series 2021 \_ Bonds, the "Bonds"), are issued for the purpose of providing funds to New Jersey City University (herein called the "Public University") to finance a project (collectively, the "Project") consisting of: (i) the refunding of all or portions of (and/or interest on) various series of Authority bonds previously issued on behalf of the Public University; (ii) funding a debt service reserve fund for the Bonds; and (iii) paying certain costs incidental to the sale and issuance of the Bonds, all as presented, submitted and approved by the Public University'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.*, as amended (the "Act"), and pursuant to an amended and restated resolution adopted by the Authority on \_\_\_\_\_, 2021. The funding will be made pursuant to the Lease and Agreement, dated as of March 1, 2021 (said Lease and 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 University.

**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, and 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. Capitalized terms not defined herein are used with the meanings given to them in the Indenture.

Pursuant to the Lease Agreement, 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 University 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, New Jersey City University Series 2021 A/B" 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[, extraordinary optional] and mandatory sinking fund redemption prior to their stated maturity 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 which 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.

**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, Executive Director or Deputy Executive Director and attested by the manual or facsimile signature of its Executive Director (provided that this Bond is not executed by the Executive Director), Secretary, an Assistant Secretary or Assistant Treasurer, including those serving in an interim or acting capacity, and its official common seal or a facsimile thereof to be affixed or imprinted hereon, all as of the Dated Date specified above.

(SEAL)

**NEW JERSEY EDUCATIONAL  
FACILITIES AUTHORITY**

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**CERTIFICATE OF AUTHENTICATION**

This Bond is one of the Series 2021 \_ Bonds described in the within mentioned Indenture.

**THE BANK OF NEW YORK MELLON,  
as Trustee**

By: \_\_\_\_\_  
Authorized Signatory

Date of Authentication: March \_\_, 2021

## STATEMENT OF INSURANCE

Assured Guaranty Municipal Corp. ("AGM"), New York, New York, has delivered its municipal bond insurance policy (the "Policy") with respect to the scheduled payments due of principal of and interest on the Bonds to U.S. Bank National Association or its successor, as paying agent for the Bonds (the "Paying Agent"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGM as more fully set forth in the Policy.

**(FORM OF ASSIGNMENT)**

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

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(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: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face 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  
TO TRUST INDENTURE**

**LIST OF INVESTMENT OBLIGATIONS**

*Investment Types*

- A. U.S. Treasury and other government obligations that carry the full faith and credit guarantee of the United States for the payment of principal and interest.
- B. Federal Agency or U.S. government sponsored enterprises (GSE) 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 (GICs).
- I. Certificates of deposit of any bank, savings and loan or trust company organized under the laws of the United States 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 (FDIC), by 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 which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the counterparty default or fail to provide full 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 or any agency of the United States, 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.

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 should 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 and 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 <sup>1</sup>	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 <sup>2</sup>	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 (AAAm or equivalent)	N/A
New Jersey Cash Management Fund	100%	N/A	N/A	N/A
<sup>1</sup> Rating 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. <sup>2</sup> Funds invested in the credit sector may exceed the 50% target only with the written permission of NJEFA and the borrowing institution.				

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

- Investment agreements or GICs with any financial institution whose senior long term debt obligations, or whose obligations under such an investment agreement or GIC 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.

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

**\$\_[ ] Revenue Refunding Bonds  
New Jersey City University Issue,  
Series 2021 A (Tax-Exempt)**

**and**

**\$\_[ ] Revenue Refunding Bonds  
New Jersey City University Issue,  
Series 2021 B (Federally Taxable)**

**CONTRACT OF PURCHASE**

\_\_\_\_\_, 2021

New Jersey Educational Facilities Authority  
103 College Road East  
Princeton, New Jersey 08540-6612

New Jersey City University  
2039 Kennedy Boulevard  
Jersey City, New Jersey 07305

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 being 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 New Jersey City University (the “Public University”), which, upon your acceptance of this offer and upon execution hereof by the Authority and the Public University, will be binding upon the Authority, the Public University and the Underwriters. This offer is made subject to the acceptance by the Authority and the Public University at or prior to 6:00 P.M., prevailing Eastern time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Representative 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 Trust Indenture (as defined herein).

**1. Purchase and Sale of the Bonds and Payment of Underwriter’s Discount; Establishment of Issue Price.**

(a) 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 Underwriter, all (but not less than all) of its (i) \$ \_\_\_\_\_ New Jersey

Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt), which are fixed rate, tax-exempt bonds (the “Series 2021 A Bonds”), at an aggregate purchase price equal to \$ \_\_\_\_\_ (such purchase price reflecting Underwriters’ discount of \$ \_\_\_\_\_, and a [net] reoffering [premium/discount] of \$ \_\_\_\_\_ in connection with the Series 2021 A Bonds), and (ii) \$ \_\_\_\_\_ New Jersey Educational Facilities Authority Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable), which are fixed rate, federally taxable bonds (the “Series 2021 B Bonds,” and collectively with the Series 2021 A Bonds, the “Bonds”), at an aggregate purchase price equal to \$ \_\_\_\_\_ (such purchase price reflecting Underwriters’ discount of \$ \_\_\_\_\_ in connection with the Series 2021 B Bonds). The Bonds shall be issued under and pursuant to an amended and restated Resolution adopted by the Authority on \_\_\_\_\_, 2021 (the “Resolution”), and a Trust Indenture, dated as of \_\_\_\_\_ 1, 2021 (the “Trust Indenture”), by and between the Authority and The Bank of New York Mellon, as trustee (the “Trustee”). The Bonds will be dated the date of issuance thereof and 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 redemption provisions as set forth in the Trust Indenture.

In order to further secure the payment obligations of the Public University of all sums due or to become due under the under the Agreement (as hereinafter defined), as well as to secure the performance of all of the Public University’s covenants and agreements contained in the Agreement, the Public University has granted a pledge of, lien on and security interest in and to the Tuition and Fees to the Trustee pursuant to the terms of a Security and Intercreditor Agreement dated \_\_\_\_\_, 2021 (the “Security Agreement”), by and among the Public University, The Bank of New York Mellon, in its separate capacities as Trustee for the Bonds and trustee with respect to the Authority’s Series 2007 F Bonds, Series 2010 F Bonds and Series 2010 G, issued for the benefit of the Public University, and U.S. Bank National Association, in its separate capacities as trustee with respect to the Authority’s Series 2015 A Bonds and the Series 2016 D Bonds, issued for the benefit of the Public University (the foregoing trustees referred to as “Parity Secured Parties”). Pursuant to the Security Agreement, the pledge of, lien on and security interest in and to the Tuition and Fees is granted to each of the Parity Secured Parties, on a pro rata basis according to the amount of parity indebtedness so secured thereunder.

Concurrently with the issuance and delivery of the Bonds, Assured Guaranty Municipal Corp. (“AGM”) (the “Insurer”) will issue its municipal bond insurance policy (the “Policy”) insuring the scheduled payment of the principal of and interest on the Bonds, when due.

(b) The Representative, on behalf of the Underwriters, agrees to assist the Authority in establishing the issue price of the Series 2021 A Bonds and shall execute and deliver to the Authority at Closing an “issue price” or similar certificate substantially in the form attached hereto as Exhibit C, together with the supporting pricing wires or equivalent communications, with modifications to such certificate as may be deemed appropriate or necessary, in the reasonable judgment of the Representative, the Authority and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021 A Bonds.

(c) [Except for the maturities set forth in Schedule [II] attached hereto,] the Authority will treat the first price at which 10% of each maturity of the Series 2021 A Bonds (the “10% test”) is sold

to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test).

(d) [The Representative confirms that the Underwriters have offered the Bonds to the public on or before the date of this Purchase Contract at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the final official statement. Schedule [II] sets forth, as of the date of this Purchase Contract, the maturities, if any, of the Series 2021 A Bonds for which the 10% test has not been satisfied and for which the Authority and the Representative, on behalf of the Underwriters, agree that the restrictions set forth in the next sentence shall apply, which will allow the Authority to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2021 A Bonds, the Underwriters will neither offer nor sell unsold Series 2021 A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriters have sold at least 10% of that maturity of the Series 2021 A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Authority or the Authority’s municipal advisor when the Underwriters have sold 10% of that maturity of the Series 2021 A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5<sup>th</sup>) business day after the sale date.

The Authority acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Series 2021 A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2021 A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Authority further acknowledges that each Underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its agreement regarding the hold-the-offering-price rule as applicable to the Series 2021 A Bonds.]

- (e) The Representative confirms that:
  - (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the Representative is a party) relating to the initial sale

of the Series 2021 A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2021 A Bonds of each maturity allotted to it until it is notified by the Representative that either the 10% test has been satisfied as to the Series 2021 A Bonds of that maturity or all Series 2021 A Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative and as set forth in the related pricing wires, and

(ii) any agreement among underwriters relating to the initial sale of the Series 2021 A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Series 2021 A Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A) report the prices at which it sells to the public the unsold Series 2021 Bonds of each maturity allotted to it until it is notified by the Representative or the Underwriter that either the 10% test has been satisfied as to the Series 2021 A Bonds of that maturity or all Series 2021 A Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Representative or the Underwriter and as set forth in the related pricing wires.

(f) The Underwriters acknowledge that sales of any Series 2021 A Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Authority (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021 A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2021 A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021 A Bonds to the public),

(iii) a purchaser of any of the Series 2021B Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date of execution of this Purchase Contract by all parties.

2. **Purpose of Bonds.** The proceeds of the Series 2021 A Bonds, together with other available funds, will be used for the purpose of providing funds to pay the costs of (i) the tax-exempt current refunding of certain of the outstanding Revenue Bonds, New Jersey City University Issue, Series 2010 F (Tax-Exempt),(ii) the funding of a debt service reserve fund, and (ii) the payment of costs of issuance of such Series 2021 A Bonds (collectively, the “Series 2021 A Refunding Project”). The proceeds of the Series 2021 B Bonds, together with other available funds, will be used for the purpose of providing funds to pay the costs of (i) the taxable refunding of (A) certain of the outstanding Revenue Refunding Bonds, New Jersey City University, Series 2007 F, (B) all of the outstanding Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F (Federally Taxable), and (C) certain of the outstanding Revenue Refunding Bonds, New Jersey City University Issue, Series 2016 D, (ii) the payment of the interest due on July 1, 2021 on certain of the outstanding Series 2016 D Bonds not constituting the Bonds to the Refunded (as hereinafter defined), (iii) the funding a debt service reserve fund, and (iv) the payment of costs of issuance of such Series 2021 B Bonds (collectively, the “Series 2021 B Refunding Project” and collectively with Series 2021 A Refunding Project, the “Project”). (The bonds to be refunded identified in the preceding two sentences are collectively referred to as the “Bonds To Be Refunded”)

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 Trust Indenture. The Bonds will be issued in authorized denominations of \$5,000 or any integral multiple of \$1,000 in excess thereof, and shall be fully registered in the forms authorized by the Trust Indenture.

Pursuant to Executive Order No. 9 (Codey 2004) (“Executive Order No. 9”), 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 University 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 University or the Representative is acting as a fiduciary for or as an advisor to the other in respect of this Purchase Contract.

3. **Delivery of the Bonds; Public Offering of the Bonds.** The Underwriters hereby agree to make a bona fide public offering of all the Bonds at prices no higher than, or yields no lower than, those shown on the inside cover page of the Official Statement (herein defined), but the Underwriters reserve the right to lower such initial prices 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) and others at prices lower than the initial public offering price or prices set forth on the inside cover page of the Official Statement. The Underwriters reserve the right: (i) to over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those 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 maturity of each series, 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 GluckWalrath LLP, Freehold, 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. prevailing Eastern time, on \_\_\_\_\_, 2021, or such other time or date as shall be mutually agreed upon by the Authority and the Representative. 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 Representative at least 24 hours prior to the Closing Time.

The Authority has previously authorized the distribution of the Preliminary Official Statement, dated \_\_\_\_\_, 2021 (the “Preliminary Official Statement”), relating to the Bonds, which, by execution of this Purchase Contract, it “deems final” within the meaning of Rule 15c2-12 promulgated under the provisions of the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”). The Official Statement dated the date hereof relating to the Bonds, as executed by an Authorized Officer of each of the Authority and the Public University (including the cover page, any and all appendices, exhibits, reports and summaries included therein or attached thereto), is herein called the “Official Statement”. The Authority shall deliver or cause to be delivered to the Representative 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 Official Statement in the currently required designated format stated in the Municipal Securities Rulemaking Board (the “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 Official Statement in connection with the public offering and sale of the Bonds. Within one (1) business day after the receipt of the Official Statement from the Authority, but in no event later than the date of the Closing, the Representative shall, at its own expense, submit the Official Statement 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 Official Statement and notify the Authority of the date on which the Official Statement 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.

In addition, the Representative will provide to the Authority a copy of the notice sent to all purchasers of the Bonds from the Underwriters advising them as to the manner pursuant to which such purchasers can obtain a copy of the Official Statement from EMMA and indicating to them that a printed copy of the Official Statement will be provided to them upon their request. Within seven (7) business days after the date of this Purchase Contract (but in no event later than the Closing), the Authority shall deliver or cause to be delivered to the Representative an amount of printed Official Statements in such quantities that the Representative may reasonably request, provided, that the number of copies the cost for which the Authority is responsible will not exceed 250 copies. Should the Representative require additional copies of the Official Statement, the Authority agrees to cooperate with the Representative in obtaining such copies; provided, that the cost of such additional copies will be borne by the Underwriters.

4. **Representations, Warranties and Agreements of the Authority.** By its acceptance hereof the Authority hereby represents and warrants to, and agrees with, the Underwriters:

(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 Project; (ii) execute and deliver the Official Statement; (iii) execute, issue, sell, deliver and perform its obligations under the Bonds; (iv) execute, deliver and perform its obligations under the Resolution, the Trust Indenture, a Lease and Agreement dated as of \_\_\_\_\_ 1, 2021 by and between the Authority and the Public University relating to the Project (the “Agreement”), an Escrow Deposit Agreement (the “2007/2008/2010 Escrow Deposit Agreement”) dated as of \_\_\_\_\_ 1, 2021 by and between the Authority and The Bank of New York Mellon, as Escrow Agent (the “2007/2008/2010 Escrow Agent”), an Escrow Deposit Agreement (the “2016 Escrow Deposit Agreement” and together with the 2007/2008/2010 Escrow Deposit Agreement, the “Escrow Deposit Agreements”) dated as of \_\_\_\_\_ 1, 2021 by and between the Authority and U.S. Bank National Association, as Escrow Agent (the “2016 Escrow Agent,” and together with the 2007/2008/2010 Escrow Agent, the “Escrow Agents”) and this Purchase Contract; (v) the Authority 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 Resolution and the Trust Indenture and (vi) carry out and consummate all transactions contemplated by the Bonds, the Resolution, the Trust Indenture, the Agreement, the Escrow Deposit Agreements the Official Statement and this Purchase Contract and any and all other agreements relating thereto.

(c) The information and statements in the Preliminary Official Statement and the Official Statement relating to the Authority under the captions “INTRODUCTORY STATEMENT”, “THE AUTHORITY” and “LITIGATION - The Authority” were, as of the date of the Preliminary Official Statement and 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 therein, in light of the circumstances under which they were made, not misleading.

(d) The Authority will advise the Representative and the Public University promptly of any proposal to amend or supplement the Official Statement pursuant to Section 8 hereof. The Authority will advise the Representative promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds.

(e) The Bonds, the Resolution, the Trust Indenture, the Agreement, the Escrow Deposit Agreements and this Purchase Contract constitute, or upon execution will constitute, legal, valid and binding obligations of the Authority 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, and the Bonds, when delivered to and paid for by the Representative at the Closing will be in conformity with the description thereof in the Official Statement and will be in conformance with, and entitled to the benefits of the provisions of the Act, the Resolution, the Trust Indenture and the Agreement.

(f) Except as set forth in the Preliminary Official Statement and the Official Statement, to the knowledge of the Authority, 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, in any way contesting or questioning the due organization and lawful existence of the Authority or the title of any of the officers or members of the Authority to their offices, or seeking to restrain or to enjoin the sale, issuance or delivery of the Bonds, or pledging of revenues and other funds of the Authority referred to in the Trust Indenture thereto, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution, the Trust Indenture, the Agreement, the Escrow Deposit Agreements or this Purchase Contract or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Authority or its authority with respect to the Bonds, the Resolution, the Trust Indenture, the Agreement, the Escrow Deposit 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 Trust Indenture, the Agreement, the Escrow Deposit Agreements and this Purchase Contract and the other agreements contemplated thereby; the execution and delivery of the Official Statement, the sale, execution, 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 Trust Indenture, the Agreement, the Escrow Deposit Agreements, this Purchase Contract, and the Official Statement 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 or may be bound.

(h) Any certificate signed by any of the Authority's Authorized Officers and delivered to the Representative 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 only from the proceeds of the Bonds, other available funds or other moneys provided by the Public University, 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 Official Statement, the Official Statement (not to exceed 250 copies) and the Trust Indenture; the fees and disbursements of the Escrow Agents; the fees and disbursements of the Trustee, and its counsel in connection with the issuance of the Bonds; the fees and expenses of Bond Counsel and the fees and expenses of obtaining credit ratings, municipal bond insurance, if any, or any attorneys, financial advisors, auditors, verification agents, consultants or other parties retained by the Authority or Public University in connection with the transactions contemplated herein; any expenses incurred on behalf of the Authority's or the Public University'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 Representative 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 University to meet its obligations under this Purchase Contract, the Public University shall pay all expenses incurred by the Authority and the Underwriters.

(j) None of the officers, members, agents 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.

5. **Representations, Warranties and Agreements of the Public University.** By its acceptance hereof the Public University hereby represents and warrants to, and agrees with, the Authority and the Underwriters that:

(a) The Public University is a public institution of higher education validly existing and in good standing under the laws of the State.

(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 University of the Agreement, the Security Agreement, the Continuing Disclosure Agreement dated the date of Closing by and between the Public University and the Trustee with respect to the Bonds (the "Continuing Disclosure Agreement"), the Escrow Deposit Agreements, this Purchase Contract and the Official Statement, or for any action by the Public University taken in connection with the transactions contemplated thereby, which has not been obtained or effected to the extent such may be presently obtained or effected.

(c) The Public University hereby ratifies and consents to the use by the Underwriters, prior to the date hereof, of the Preliminary Official Statement in connection with the public offering of the Bonds and confirms that it deems the Preliminary Official Statement 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) (i) The Public University hereby authorizes the use and distribution of the Official Statement by the Underwriters in connection with the public offering and sale of the Bonds.

(ii) 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, there shall exist any event which, in the opinion of the Representative or in the opinion of the Authority or the Public University, requires a supplement or amendment to the Official Statement 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 therein, in light of the circumstances under which they were made, not misleading, or it is necessary to amend or supplement the Official Statement to comply with law, the Public University will cooperate with the Authority, at the Public University’s expense, to supplement or amend the Official Statement, in a form and in a manner approved by the Representative and the Authority, so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a prospective purchaser of the Bonds, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law.

(e) The information and statements in the Preliminary Official Statement and the Official Statement relating to the Public University and the Project under the captions “INTRODUCTORY STATEMENT”, “PLAN OF REFUNDING”, “ESTIMATED SOURCES AND USES OF FUNDS”, “DESCRIPTION OF THE BONDS” (excluding the subsection “Book-Entry-Only System”), “SECURITY FOR THE BONDS”, “DISCLOSURES REGARDING COVID-19”, “CONTINUING DISCLOSURE”, “LITIGATION – The Public University”, and in APPENDIX A and APPENDIX B, as of their respective dates, were accurate in all material respects and did 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 Official Statement relating to the Public University and the Project under the captions “INTRODUCTORY STATEMENT”, “PLAN OF REFUNDING”, “ESTIMATED SOURCES AND USES OF FUNDS”, “DESCRIPTION OF THE BONDS” (excluding the subsection “Book-Entry-Only System”), “SECURITY FOR THE BONDS”, “CONTINUING DISCLOSURE”, “LITIGATION - The Public University”, and in APPENDIX A and APPENDIX B 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 therein, in light of the circumstances under which they were made, not misleading.

(f) The Public University will advise the Representative 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 University, affecting in any way the Agreement, the Security Agreement,

the Escrow Deposit Agreements or the Continuing Disclosure Agreement or in which the result may materially adversely affect the financial condition or operation of the Public University.

(g) The Agreement, the Security Agreement, the Escrow Deposit Agreements, the Continuing Disclosure Agreement and this Purchase Contract constitute, or upon execution will constitute, legal, valid and binding obligations of the Public University 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 Preliminary Official Statement and the Official Statement 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 University, and, to the knowledge of the Public University, no such action is threatened against the Public University, in any way contesting or questioning the due organization and lawful existence of the Public University or the title of any of the officers or members of the Public University to their offices, or seeking to restrain or to enjoin the sale, issuance or delivery of the Bonds, or pledging of revenues and other funds of the Public University referred to in the Trust Indenture, or in any way contesting or affecting the validity or enforceability of the Agreement, the Security Agreement, the Escrow Deposit Agreements, the Continuing Disclosure Agreement or this Purchase Contract or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Public University or its authority with respect to the Agreement, the Escrow Deposit Agreements, the Continuing Disclosure Agreement or this Purchase Contract.

(i) The execution and delivery of, and performance of the Public University's obligations under the Agreement, the Security Agreement, the Escrow Deposit Agreements, the Continuing Disclosure Agreement or this Purchase Contract and the other agreements contemplated thereby, and the consummation of all transactions to which the Public University is a party as contemplated by the Bonds, the Resolution, the Trust Indenture, the Agreement, the Security Agreement, the Escrow Deposit Agreements, this Purchase Contract, the Continuing Disclosure Agreement and as described in the Official Statement have been duly authorized by all necessary action on the part of the Public University, will not violate any provision of the Charter or By-Laws of the Public University, or constitute, on the Public University'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 University is subject or by which the Public University is or may be bound.

(j) To the best knowledge of the officers of the Public University, there has been no material adverse change in the financial condition and affairs of the Public University since the end of the fiscal year of the Public University ended June 30, 2019 as shown in the Official Statement in APPENDIX B – "INDEPENDENT AUDITOR'S REPORT AND AUDITED FINANCIAL STATEMENTS OF NEW JERSEY CITY UNIVERSITY AS OF AND FOR THE YEARS ENDED JUNE 30, 2020 AND 2019".

(k) The financial statements of, and other financial information regarding the Public University in the Preliminary Official Statement and in the Official Statement fairly present the

financial position and results of the Public University as of the dates and for the periods therein set forth. The financial statements of the Public University have been prepared in accordance with generally accepted accounting principles consistently applied, and except as noted in the Preliminary Official Statement and in the Official Statement, the other historical financial information set forth in the Preliminary Official Statement and in the Official Statement has been presented on a basis consistent with that of the Public University's audited financial statements included in the Preliminary Official Statement and in the Official Statement.

(l) Prior to the Closing Date, the Public University will not, without prior written notice to the Representative, offer or issue any obligations except as described in or contemplated by the Official Statement.

(m) Any certificate signed by any of the Public University's Authorized Officers and delivered to the Underwriters and the Authority shall be deemed a representation and warranty by the Public University 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) As of the date hereof and as of the Closing Date, (i) the Authority has and will have good and marketable fee simple title, and the Public University has and will have good and marketable leasehold title, to the properties constituting the Project Facilities, subject only to such liens and encumbrances as have been disclosed to the Authority and the Representative in writing, (ii) the Public University has and will have good and marketable fee simple title, leasehold title, or the right to use of lands titled in the State of New Jersey (as the case may be) to its other properties, subject only to such liens and encumbrances as do not and will not have a material adverse effect on the ability of the Public University to use such properties for their intended purposes and to collect revenues therefrom, and (iii) the Public University has and will have good and marketable title to its revenues.

(o) To the best knowledge of the officers of the Public University, the Public University has all necessary licenses and permits, if any, required to carry on its business and to operate the Project Facilities. To the best knowledge of the officers of the Public University, the Public University has not received any notice of an alleged violation and, to the best knowledge of the officers of the Public University, 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 effect the operations or financial condition of the Public University.

(p) If the Closing shall not occur as a result of the failure of the Public University to meet its obligations under this Purchase Contract, the Public University shall pay all of the expenses of the Authority as described in Section 4(i) above.

(q) None of the officers, members, agents or employees of the Public University shall personally be liable for the performance of any obligation under this Purchase Contract.

(r) The Public University 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 Official

Statement; (b) timely notice of any of the sixteen events identified in Rule 15c2-12 with respect to the Bonds, if material; and (c) timely notice of any failure of the Public University to provide the required annual information on or before the date specified in the Continuing Disclosure Agreement. Except as otherwise noted in the Preliminary Official Statement and in the Official Statement, the Public University 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 University 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 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 Series 2021 A Bonds.

(t) Prior to the Closing, the Public University 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 University.

(u) The cost of any meals and/or travel of representatives of the Public University shall be paid by the Public University.

6. **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 University 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 \_\_\_\_\_, 2021 (the “AAU”);

(b) The Resolution, the Trust Indenture, the Agreement, the Security Agreement, the Escrow Deposit Agreements, the Continuing Disclosure Agreement and this Purchase Contract have been reviewed by the Representative and contain terms acceptable to, and agreed to by, the Representative;

(c) The Representative has the requisite authority to enter into this Purchase Contract on behalf of itself and other Underwriters, and this Purchase Contract has been duly authorized, executed and delivered by the Representative on behalf of itself and the other Underwriters and, assuming the due authorization, execution and delivery by the Authority, is the legal, binding and valid obligation of the Underwriters, 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;

(d) The Representative has not entered into and, based upon the representations and warranties received by the Representative from the other Underwriters under the AAU, the Representative is not aware that the other Underwriters have entered into, any undisclosed financial or business relationships, arrangements or practices required to be disclosed in the Official Statement 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 Official Statement pursuant to MSRB rules;

(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 the Representative and each such Underwriter is in compliance with the provisions of Rules G-37 and G-38 of the MSRB;

(f) The Representative represents and warrants for itself, and in reliance upon the representations and warranties made by the other Underwriters to be 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, and Executive Order No. 117 (Corzine 2008) (“Executive Order No. 117”), 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 and Executive Order No. 117 Certification of No Change” in the form attached hereto as Exhibit B;

(g) In accordance with Executive Order No. 9 (Codey 2004), 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, certifies 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; and

(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 the Authority’s financial advisor or any other participant concerning or relating to the Bonds; and

(i) 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 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.

7. **Conditions to the Underwriters’ Obligations.** The Underwriters’ obligations hereunder shall be subject to the due performance by the Authority and the Public University of their 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 University’s 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 Trust Indenture, the Agreement, Security Agreement, the Escrow Deposit Agreements, the Continuing Disclosure Agreement, the Official

Statement and this Purchase Contract shall have been duly authorized, executed, as appropriate, and delivered by the Authority and by the Public University, as appropriate, and each of the foregoing and all related official action of the Authority and of the Public University 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 Representative; (ii) the Authority and the Public University 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 Official Statement shall not have been amended or supplemented, except in such manner as may have been agreed to by the Representative, the Authority and the Public University; (v) no Event of Default (as defined in the Trust Indenture or in the 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 Trust Indenture, the Agreement, the Security Agreement, the Escrow Deposit Agreements and the Continuing Disclosure Agreement shall be fully enforceable in accordance with their 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 Official Statement or (B) is not reflected in the Official Statement 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 new outbreak of hostilities or other national or international calamity or crisis, 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 Official Statement, 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 official statement 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 University, except for changes which the Official Statement 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 University's debt obligations, which action reflects a change in the ratings accorded any such obligations of the Public University (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 University from that set forth in the Official Statement that in the reasonable judgment of the Representative, is material and adverse and that makes it, in the reasonable judgment of the Representative, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement.

(d) The Authority shall have received the unqualified approving opinion of Bond Counsel, dated the Closing Date, substantially in the form set forth in APPENDIX E to the Official Statement, except as may be approved by the Representative and the Authority; and the Underwriters and the Trustee shall have received a letter from Bond Counsel, dated the Closing Date, authorizing them to rely on such unqualified approving opinion of Bond Counsel.

(e) Bond Counsel shall have delivered a supplementary opinion or opinions dated the Closing Date (addressed to the Authority, the Public University, the Underwriters and the Trustee as to items (i) to (v) below), in the form satisfactory to the Authority and the Representative, to the effect that:

(i) the statements contained in the Official Statement in the sections captioned "INTRODUCTORY STATEMENT", "PLAN OF REFUNDING", "DESCRIPTION OF THE BONDS" (excluding the subsection "Book-Entry-Only System"), "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 BOND HOLDERS", and in APPENDIX C – "FORMS OF CERTAIN LEGAL DOCUMENTS" and APPENDIX D – "FORM OF CONTINUING DISCLOSURE AGREEMENT" attached thereto, insofar as such statements purport to summarize certain provisions of the Act, the Bonds, the Resolution, the Trust Indenture, the Agreement, the Security Agreement, the Escrow Deposit Agreements and the Continuing Disclosure Agreement are reasonable summaries of such provisions. The statements on the cover page of the Official Statement relating to tax matters and under the section in the Official Statement captioned "TAX MATTERS" and in APPENDIX E – "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 Official Statement and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement (except for the sections referred to specifically in clause (i) above), Bond Counsel has no reason to believe that, as of the date of the Official Statement and as of the date of Closing, the Official Statement (except for the financial, tabular and other statistical information included therein and except for the information under the headings “DESCRIPTION OF THE BONDS Book-Entry Only Bonds”, “LITIGATION”, “BOND INSURANCE” and in “APPENDIX A – NEW JERSEY CITY UNIVERSITY” and “APPENDIX B – INDEPENDENT AUDITOR’S REPORT AND AUDITED FINANCIAL STATEMENTS OF NEW JERSEY CITY UNIVERSITY AS OF AND FOR THE YEARS ENDED JUNE 30, 2020 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 Trust 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 and the Public University, is a legal, valid and binding obligation of the Authority and the Public University, 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; and

(v) the Official Statement and the distribution thereof have been approved by the Authority and the Official Statement has been duly approved and executed by the Authority and the Public University.

(f) The Authority and the Public University 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 Official Statement, 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 sale, issuance, execution or delivery of any of the Bonds, the application of the proceeds thereof, the payment, collection or application of payments under the Agreement or the pledge thereof, or of the other moneys, rights and interest pledged pursuant to the Resolution, the execution, delivery or performance of the Resolution, the Trust Indenture, the Agreement, the Escrow Deposit 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 Trust Indenture, the Agreement, the Escrow Deposit 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 sale or issuance 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 Agreement or the pledge thereof pursuant to the Trust 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, 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, no Event of Default (as defined in each of the Trust Indenture and in the 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 (ii) 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 Official Statement to the Closing Date which was not disclosed in or contemplated by the Official Statement, such certificate being in form and substance satisfactory to the Representative.

(i) The Underwriters shall have received a certificate, dated the Closing Date, signed by the Treasurer of the Public University, to the effect that each of the representations and warranties of the Public University 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 Closing Date as though made at the Closing Time, the Public University has duly complied with all agreements and satisfied all conditions of its part to be performed or satisfied at or prior to the Closing Date, no Event of Default (as defined in the 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, and to the best of his knowledge and belief, the information contained in the Official Statement 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 there has been no material adverse change in the condition and affairs of the Public University, financial or otherwise, during the period from the date of the Official Statement to the Closing Date which was not disclosed in or contemplated by the Official Statement, such certificate being in form and substance satisfactory to the Representative.

(j) The Underwriters shall have received an Arbitrage Certificate of the Authority and a Tax Letter of Representation from the Public University in form and substance satisfactory to the Representative and to Bond Counsel.

(k) Counsel to the Public University shall have delivered an opinion dated the Closing Date (addressed to the Authority, the Public University, the Underwriters and the Trustee, in form and substance satisfactory to the Authority and the Representative.

(l) 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 and/or (ii) expiration of the period during which the Governor may veto such action by the Authority and the absence of such veto.

(m) The Underwriters shall have received ratings letters or other documents providing evidence of (1) the underlying ratings of “\_\_\_” and “\_\_\_” on the Bonds from Fitch Ratings and Moody’s Investors Service (“Moody’s”), respectively, on or prior to the Closing Date, which ratings shall not have been suspended, lowered or withdrawn prior to the Closing Date and (2) the insured ratings on the Bonds of “\_\_\_” and “\_\_\_” from S&P Global Ratings, acting through Standard & Poor’s Financial Services LLC, and Moody’s, respectively, on or prior to the Closing Date.

(n) The Underwriters shall have received certified copies of the resolutions of the Authority and of the Public University relating to the Bonds (including the Resolution), executed copies of the Trust Indenture, the Agreement, the Security Agreement, the Escrow Deposit Agreements, the Continuing Disclosure Agreement and the Official Statement, all in form and substance satisfactory to the Representative.

(o) The Authority shall have received (1) a certificate of the Trustee, in its capacities as trustee, paying agent and bond registrar in form and substance satisfactory to the Authority and the Representative; and (2) an opinion of Trustee’s counsel with respect to the Bonds dated the Closing Date stating that (A) the Trustee is duly organized and validly existing as a banking corporation under the laws of the State of New York with trust powers, authorized to conduct business and serve as a trustee, paying agent, bond registrar, dissemination agent and fiduciary under the laws of the State; (B) the Trustee has duly accepted its appointment as Trustee under the Trust Indenture and the Security Agreement, and as dissemination agent under the Continuing Disclosure Agreement, and possesses all necessary trust, fiduciary and other powers to carry out the duties and obligations imposed, respectively, by the Trust Indenture and Continuing Disclosure Agreement; (C) the Trustee has duly authenticated the Bonds and has duly executed and delivered the Trust Indenture and the Continuing Disclosure Agreement; (D) the duties and responsibilities created by the Trust Indenture, the Security Agreement and the Continuing Disclosure Agreement constitute the valid, legal and binding obligations of the Trustee, enforceable against the Trustee in accordance with their respective terms; (E) the acceptance, execution, delivery and performance by the Trustee of the duties and obligations of the Trustee under the Trust Indenture and the Security Agreement, and as dissemination agent under the Continuing Disclosure Agreement will not conflict with or constitute a breach of or default under the Trustee’s charter, by-laws or other authorizing documents or any law, administrative regulation or consent decree to which the Trustee is subject; (F) the execution and delivery of the Trust Indenture and the Continuing Disclosure Agreement and the due performance by the Trustee as trustee and dissemination agent, respectively, of its obligations thereunder have been duly authorized by all necessary corporate actions on the part of the Trustee; and (G) 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 the Trustee as trustee and dissemination agent, respectively, of its obligations under the terms of the Trust Indenture and the Continuing Disclosure Agreement have been obtained and are in full force and effect.

(p) The Authority shall have received (1) a certificate of the 2007/2008/2010 Escrow Agent, in its capacity as escrow agent, and further in its capacity as bond trustee for the Series 2007 F Bonds and Series 2010 F/G Bonds, as it relates to the execution and delivery of the Security Agreement, in form and substance satisfactory to the Authority and the Representative; and (2) an opinion of counsel to 2007/2008/2010 Escrow Agent with respect to the Bonds dated the Closing Date stating that (A) the 2007/2008/2010 Escrow Agent is duly organized and validly existing as a New York state banking corporation with trust powers, authorized to conduct business and serve as

escrow agent and fiduciary under the laws of the State; (B) the 2007/2008/2010 Escrow Agent has duly accepted its appointment as escrow agent under the 2007/2008/2010 Escrow Deposit Agreement and possesses all necessary trust, fiduciary and other powers to carry out the duties and obligations imposed by the 2007/2008/2010 Escrow Deposit Agreement; (C) the 2007/2008/2010 Escrow Agent has duly executed and delivered the 2007/2008/2010 Escrow Deposit Agreement; (D) the duties and responsibilities created by the 2007/2008/2010 Escrow Deposit Agreement constitute the valid, legal and binding obligations of the 2007/2008/2010 Escrow Agent, enforceable against the 2007/2008/2010 Escrow Agent in accordance with its terms; (E) the acceptance, execution, delivery and performance by the 2007/2008/2010 Escrow Agent of the duties and obligations of the 2007/2008/2010 Escrow Agent under the 2007/2008/2010 Escrow Deposit Agreement will not conflict with or constitute a breach of or default under the charter, by-laws or other authorizing documents of the 2007/2008/2010 Escrow Agent or any law, administrative regulation or consent decree to which the 2007/2008/2010 Escrow Agent is subject; (F) the execution and delivery of the 2007/2008/2010 Escrow Deposit Agreement and the due performance by the 2007/2008/2010 Escrow Agent of its obligations thereunder have been duly authorized by all necessary corporate actions on the part of the 2007/2008/2010 Escrow Agent; and (G) 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 the 2007/2008/2010 Escrow Agent of its obligations under the terms of the 2007/2008/2010 Escrow Deposit Agreement, have been obtained and are in full force and effect.

(q) The Authority shall have received (1) a certificate of the 2016 Escrow Agent, in its capacity as escrow agent, and further in its capacity as bond trustee for the Series 2015 A Bonds and Series 2016 D Bonds, as it relates to the execution and delivery of the Security Agreement, in form and substance satisfactory to the Authority and the Representative; and (2) an opinion of counsel to 2016 Escrow Agent with respect to the Bonds dated the Closing Date stating that (A) the 2016 Escrow Agent is duly organized and validly existing as a national banking association under the laws of the United States of America with trust powers, authorized to conduct business and serve as escrow agent and fiduciary under the laws of the State; (B) the 2016 Escrow Agent has duly accepted its appointment as escrow agent under the 2016 Escrow Deposit Agreement and possesses all necessary trust, fiduciary and other powers to carry out the duties and obligations imposed by the 2016 Escrow Deposit Agreement; (C) the 2016 Escrow Agent has duly executed and delivered the 2016 Escrow Deposit Agreement; (D) the duties and responsibilities created by the 2016 Escrow Deposit Agreement constitute the valid, legal and binding obligations of the 2016 Escrow Agent, enforceable against the 2016 Escrow Agent in accordance with its terms; (E) the acceptance, execution, delivery and performance by the 2016 Escrow Agent of the duties and obligations of the 2016 Escrow Agent under the 2016 Escrow Deposit Agreement will not conflict with or constitute a breach of or default under the charter, by-laws or other authorizing documents of the 2016 Escrow Agent or any law, administrative regulation or consent decree to which the 2016 Escrow Agent is subject; (F) the execution and delivery of the 2016 Escrow Deposit Agreement and the due performance by the 2016 Escrow Agent of its obligations thereunder have been duly authorized by all necessary corporate actions on the part of the 2016 Escrow Agent; and (G) 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 the 2016 Escrow Agent of its obligations under the terms of the 2016 Escrow Deposit Agreement, have been obtained and are in full force and effect.

(r) Certificates, dated the Closing Date, executed by Authorized Officers of the Trustee, the Public University and the Authority and such additional documentation of organization, authority and incumbency as may be reasonably satisfactory to the Underwriter and to Bond Counsel.

(s) The Underwriters shall have received an opinion of McCarter & English, LLP, Underwriters' Counsel, dated the Closing Date, in form and substance satisfactory to the Representative in substantially the form attached hereto as Exhibit D.

(t) The Authority shall have received: (i) consent letters from the Public University's auditor, KPMG LLP (the "Auditor"), stating that the Auditor consents to the inclusion of its report regarding the financial statements of the Public University in the Preliminary Official Statement and Official Statement, respectively and stating that the Auditor consents to the use of its name in the Preliminary Official Statement and the Official Statement, respectively; (ii) a privity letter from the Auditor in a form acceptable to the Attorney General of the State and Bond Counsel, addressed to the Public University and copied to the Authority, which acknowledges that the Authority intends 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; (iii) an agreed-upon procedures letter from the Auditor in substance reasonably satisfactory to the Underwriter; and (iv) a letter from the Auditor, to the effect that the Auditor reaffirms, as of the date of Closing, and as though made at the date of Closing, the statements made in their "agreed upon procedures" letter delivered pursuant to (iii) of this paragraph 7(t), except that the specified date referred to in the letter delivered pursuant to (iii) of this paragraph 7(t) will be a date not more than five days prior to the date of the Closing.

(u) The Authority and the Public University shall have received the verification report of Causey Demgen & Moore P.C. verifying the mathematical accuracy, as of the date of delivery of the Bonds, of the computations contained in the provided schedules to determine that the amount to be deposited pursuant to the Escrow Deposit Agreements will be sufficient to pay, when due, the principal or Redemption Price of and interest on the Bonds to be Refunded.

(v) The Underwriter shall have received a copy of the Policy.

(w) The Underwriter shall have received executed copies of the (1) certificate(s) from the Insurer in customary form and (2) opinion(s) of counsel to the Insurer in customary form.

(x) The Underwriters shall have received such additional certificates, opinions and other documents as the Representative 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 Official Statement; all such certificates, opinions and other documents to be in form and substance satisfactory to the Underwriter.

(y) The Authority will furnish the Underwriters with such opinions, certificates, letters and documents as the Representative 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 Representative contained in this Purchase Contract and the satisfaction of such condition shall not be waived by the Representative 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 University shall have any further obligations or liabilities hereunder.

8. **Amendments and Supplements to the Official Statement.** The “end of the underwriting period” for the Bonds for all purposes of Rule 15c2-12 is the Closing Date. 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 8), the Authority will (a) not adopt any amendment of or supplement to the Official Statement to which, after having been furnished with a copy, the Public University or the Representative 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 Official Statement not misleading in the light of the circumstances existing at the time that it is delivered to the Representative, and (b) if any event relating to or affecting the Authority, the Public University or the Bonds shall occur as a result of which it is necessary, in the written opinion of Bond Counsel, to amend or to supplement the Official Statement in order to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to the Representative, forthwith prepare and furnish to the Representative (at the expense of the Public University) up to 250 copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Authority, the Attorney General of the State, Bond Counsel and the Representative) which will amend or supplement the Official Statement so that the Official Statement, 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 therein, in the light of the circumstances existing at the time the Official Statement is delivered to the Representative, not misleading. The cost of any copies of such amendment or supplement to the Official Statement in excess of 250 shall be borne by the Underwriters. In addition, the Authority will provide, subject to customary disclaimers regarding the transmission of electronic copies, an electronic copy of the amendment or supplement to the Official Statement to the Underwriter in the currently required designated electronic format stated in Rule G-32. The Underwriter shall comply with the provisions of Rule G-32 as in effect on the date hereof, with respect to the filing of such amendment or supplement to the Official Statement with the MSRB and to notify the Authority of the date on which such amendment or supplement to the Official Statement is filed with the MSRB. For the purpose of this Section 8, the Authority will furnish such information with respect to itself or the Public University as the Representative may from time to time reasonably request, and the Public University will cooperate with the Authority in furnishing such information with respect to the Public University.

9. **Indemnification and Contribution.** To the extent permitted by law, the Public University agrees to indemnify and hold harmless the Authority, the Trustee, each Underwriter and each person, if any, who controls an Underwriter within the meaning of either Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended, from and against any and all losses, claims, damages, liabilities and expenses caused by any untrue or misleading statement or alleged untrue or misleading statement of a material fact contained in the Official Statement or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and will reimburse each Indemnified Party (as defined herein) for any legal or other expenses incurred by such Indemnified Party in connection with investigating or defending any such action or claim as such expenses are incurred, except, with respect to each Indemnified Party, insofar

as such losses, claims, damages, liabilities or expenses are caused by any such untrue or misleading statement or omission or alleged untrue or misleading statement or omission based upon information relating to an Indemnified Party provided to the Public University in writing by such Indemnified Party (which in the case of the Underwriter Indemnified Parties shall have been provided by the Representative) expressly for use therein. For the sake of clarity, the only information relating to the Underwriters provided by the Representative expressly for inclusion in the Official Statement (or any amendment or supplement thereto) is the information in the first paragraph under the heading “UNDERWRITING”.

In case any proceeding shall be instituted involving any person in respect of which indemnity may be sought pursuant to the preceding paragraph, such person (each, an “Indemnified Party”) shall, if a claim in respect thereof is to be made against the Public University pursuant to the immediately preceding paragraph, promptly notify the Public University in writing and the Public University shall promptly assume the defense of such action, including the retention of counsel reasonably acceptable to such Indemnified Party, and the payment of all expenses in connection with such action. However, failure on the part of the Authority to give such notification shall not relieve the Public University from its obligation under this Section 9 to the Authority. For any Indemnified Party other than the Authority, to the extent the Public University suffers actual prejudice as a result of any such failure to give such notification, such failure shall relieve the Public University from its indemnification obligation under this Section 9 to the extent of such prejudice or loss. 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 Public University or unless by reason of conflict of interest (determined by such Indemnified Party in consultation with counsel to any Indemnified Party) it is advisable for such Indemnified Party to be represented by separate counsel, in which case the fees and expenses of such separate counsel shall be borne by the Public University. The Public University shall not be liable for any settlement of any such action effected without its written consent (such consent not to be unreasonably withheld), but if settled with the written consent of the Public University or if there be a final judgment for the plaintiff in any such action with or without written consent, the Public University agrees to indemnify and hold harmless the Indemnified Parties from and against any loss or liability by reason of such settlement or judgment. The Public University shall not, without the written consent of the Indemnified Party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not such Indemnified Party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (i) includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim and (ii) does not include a statement as to, or an admission of, fault, culpability or a failure to act, by or on behalf of any Indemnified Party.

If the indemnification provided for in the first paragraph of this Section 9 is unavailable to an Underwriter Indemnified Party in respect of any losses, claims, damages, liabilities or expenses referred to therein, the Public University shall contribute to the amount paid or payable by such Indemnified Party as a result of such losses, claims, damages, liabilities or expenses (i) in such proportion as is appropriate to reflect the relative benefits received by the Public University and the Underwriters from the offering of the Bonds, or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative

benefits referred to in clause (i) but also the relative fault of the Public University and of the Underwriters in connection with the statements or omissions that resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Public University and the Underwriters shall be deemed to be in the same respective proportions as the net proceeds from the offering (before deducting expenses) received by the Public University and the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the Official Statement. The relative fault of the Public University and the Underwriters shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Public University or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Public University, the Authority and the Underwriters agree that it would not be just and equitable if contribution pursuant to the immediately preceding paragraph were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by any Underwriter Indemnified Party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 9, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations in this Section 9 to contribute are several in proportion to their respective underwriting obligations and not joint.

The indemnity and contribution agreements contained in this Section 9 and the representations and warranties of the Public University contained in this Purchase Contract shall remain operative and in full force and effect regardless of (i) any termination of this Purchase Contract, (ii) any investigation made by or on behalf of the Underwriters or any person controlling an Underwriter or by or on behalf of the Public University, its officers or directors or any other person controlling the Public University, and (iii) acceptance of and payment for any of the Bonds.

10. **Survival of Certain Representations and Obligations.** After the Closing, the respective agreements, representations, warranties and other statements of the Authority, of the Public University 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 University, or the Authority and will survive delivery of and payment for the Bonds.

11. **Notices.** Any notice or other communication to be given to the Underwriter pursuant to this Purchase Contract may be given by mailing or delivering the same in writing to:

Morgan Stanley & Co. LLC  
1585 Broadway 16<sup>th</sup> 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 University under this Purchase Contract may be given by mailing or delivering the same in writing to:

New Jersey City University  
2039 Kennedy Boulevard  
Jersey City, New Jersey 07305  
Attention: Vice President for Administration & Finance

12. **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.

13. **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.

14. **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.

15. **Assignment.** This Purchase Contract may not be assigned by any of the parties without the written consent of the other parties hereto.

16. **Benefit.** This Purchase Contract is made solely for the benefit of the Authority, the Public University 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 University 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.

17. **Compliance with 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](http://www.elec.state.nj.us).

18. **Cooperation.** The Authority and the Public University 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 University consent to the use of the Official Statement by the Underwriters in obtaining such qualifications; provided, however, that the Authority and the Public University 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 University'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.

19. **Effect.** The performance of obligations of the Authority and the Public University hereunder is subject to the performance by the Underwriters of their obligations hereunder.

[Remainder of Page Intentionally Left Blank. Signature Page to Follow.]

Very truly yours,

**MORGAN STANLEY & CO. LLC**

By: \_\_\_\_\_  
Name: Oliver Zlomislic  
Title: Executive Director

Accepted as of the date first written above:

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

By: \_\_\_\_\_  
Name: Eric D. Brophy, Esq.  
Title: Executive Director

**NEW JERSEY CITY UNIVERSITY**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I  
UNDERWRITERS**

Morgan Stanley & Co. LLC

Raymond James & Associates

**EXHIBIT A  
PRICING SUMMARY**

\$ \_\_\_\_\_  
**REVENUE REFUNDING BONDS,  
NEW JERSEY CITY UNIVERSITY ISSUE  
SERIES 2021 A (TAX-EXEMPT)**

<u>Due July 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Yield</u>

\$

\$ \_\_\_\_\_ % Term Bond due July 1, 20\_\_ ; Price \_\_\_\_ %

AND

\$ \_\_\_\_\_  
**REVENUE REFUNDING BONDS,  
NEW JERSEY CITY UNIVERSITY ISSUE  
SERIES 2021 B (FEDERALLY TAXABLE)**

<u>Due July 1</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>Yield</u>

\$

\$ \_\_\_\_\_ % Term Bond due July 1, 20\_\_ ; Price \_\_\_\_ %

**Redemption Provisions**

**Series 2021 A Bonds**

**Optional Redemption.** The Series 2021 A Bonds maturing before July 1, 20\_\_ are not subject to optional redemption prior to maturity. The Series 2021 A 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 University, 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.

**[Extraordinary Optional Redemption.** Subject to the Prior Agreements, if all or a substantial portion of the Leased 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 University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University 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 Series 2021 A 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 University. 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.]

**Mandatory Sinking Fund Redemption.** The Series 2021 A 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 Series 2021 A Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Series 2021 A Bonds Maturing July 1, 20__</u>	
<u>Year</u>	<u>Amount</u>

\* Final maturity.

**Series 2021 B Bonds**

**Optional Redemption.** The Series 2021 B Bonds maturing before July 1, 20\_\_ are not subject to optional redemption prior to maturity. The Series 2021 B 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 University, 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.

**[Extraordinary Optional Redemption.** Subject to the Prior Agreements, if all or a substantial portion of the Leased 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 University (A) such facilities cannot be reasonably restored or replaced

to the condition thereof preceding such event, or (B) the Public University 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 Series 2021 B 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 University. 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.]

**Mandatory Sinking Fund Redemption.** The Series 2021 B 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 Series 2021 B Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Series 2021 B Bonds Maturing July 1, 20__</u>	
<u>Year</u>	<u>Amount</u>

\* Final maturity.

**Redemption in Part.** Bonds shall be redeemed only in Authorized Denominations. Whenever any Bonds are to be called for redemption in part, 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 University, and in the case of any Bonds subject to scheduled mandatory redemption, the Authority may designate, with the consent of the Public University, 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.

The Series 2021 A Bonds to be redeemed within any maturity shall be selected by the Trustee by lot or by any other method.

If the Series 2021 B 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 Series 2021 B Bonds, if less than all of the Series 2021 B Bonds of a maturity are called for redemption, the particular Series 2021 B 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, or the procedures of such successor Securities Depository, as the case may be.

If the operational arrangements of DTC, or such successor Securities Depository, as the case may be, do not allow for the redemption of the Series 2021 B Bonds on a pro rata pass-through distribution of principal basis as discussed above, then the Series 2021 B Bonds will be selected for redemption, in accordance with the DTC procedures, or the procedures of such successor Securities

Depository, as the case may be, by lot or in such other manner as is in accordance with the applicable operational arrangements of DTC, or such successor Securities Depository, as the case may be.

If the Series 2021 B Bonds are not registered in book-entry-only form, any redemption of less than all of a maturity of the Series 2021 B Bonds will be allocated among the registered owners of the Series 2021 B Bonds of such maturity, as nearly as practicable, taking into consideration the Authorized Denominations of the Series 2021 B 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) 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 Beneficial Owner 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. Any notice of optional redemption of any Bonds 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 which are to be redeemed on that date.

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.]

**EXHIBIT B**

**L. 2005, c. 51, AND 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 \_\_\_\_\_, 2021, by the other Underwriters (collectively, the “Underwriters”) listed on Schedule I to the Contract of Purchase (the “Purchase Contract”), dated \_\_\_\_\_, 2021 relating to the Authority’s \$ \_\_\_\_\_ Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt) and \$ \_\_\_\_\_ Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable) (collectively, 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 and Executive Order No. 117 (Corzine 2008), 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 \_\_\_\_\_, 2021.

Morgan Stanley & Co. LLC

By: \_\_\_\_\_  
Oliver Zlomislic  
Executive Director

**EXHIBIT C**  
**FORM OF ISSUE PRICE CERTIFICATE**

## EXHIBIT D

### FORM OF OPINION OF UNDERWRITERS' COUNSEL

\_\_\_\_\_, 2021

Morgan Stanley & Co. LLC  
New York, New York, as Representative

Re: New Jersey Educational Facilities Authority  
Revenue Refunding Bonds, New Jersey City University,  
Series 2021 A (Tax-Exempt) and Series 2021 B (Federally Taxable)

Ladies and Gentlemen:

Morgan Stanley & Co. LLC as underwriter and as a manager of a group of underwriters (the "Underwriters") under the Contract of Purchase dated \_\_\_\_\_, 2021 in connection with the sale, issuance and delivery by the New Jersey Educational Facilities Authority (the "Authority") of its \$\_\_\_\_\_ aggregate principal amount of Revenue Refunding Bonds New Jersey City University, Series 2021 A (Tax-Exempt) (the "Series 2021 A Bonds") and \$\_\_\_\_\_ aggregate principal amount of Revenue Refunding Bonds New Jersey City University, Series 2021 B (Federally Taxable) (the "Series 2021 B Bonds" and collectively with the Series 2021 A 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"), an amended and restated Resolution adopted by the Authority on \_\_\_\_\_, 2021 (the "Resolution"), and a Trust Indenture, dated as of \_\_\_\_\_ 1, 2021 (the "Trust Indenture"), by and between the Authority and The Bank of New York Mellon, as trustee (the "Trustee"). This opinion is being delivered to you pursuant to Section 7(r) 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 Official Statement (as hereinafter defined), as the case may be, unless the context clearly indicates otherwise.

We have examined and relied upon originals, or certified copies or copies otherwise identified to our satisfaction, of the following:

- (a) the Trust Indenture;
- (b) the Lease and Agreement, dated as of \_\_\_\_\_ 1, 2021 (the "Agreement"), by and between the Authority and New Jersey City University (the "Public University");
- (c) the Security Agreement, dated as of \_\_\_\_\_ 1, 2021 (the "Security Agreement") by and among the Public University, The Bank of New York Mellon, and U.S. Bank, National Association;
- (d) the Preliminary Official Statement of the Authority dated \_\_\_\_\_, 2021, with respect to the Bonds (the "Preliminary Official Statement");

- (e) the Official Statement of the Authority dated \_\_\_\_\_, 2021, with respect to the Bonds (the "Official Statement");
- (f) the Bond Purchase Contract;
- (g) the Continuing Disclosure Agreement dated \_\_\_\_\_, 2021 (the "Continuing Disclosure Agreement"), by and between the Public University and The Bank of New York Mellon; and
- (h) the opinions of counsel, certificates, letters and others documents required by the Bond Purchase Contract.

In addition, we have examined and relied upon originals or certified copies or copies otherwise identified to our satisfaction, of all such other agreements, certificates, records of proceedings, instruments and documents of the Authority and of the Public University, public officials and other persons as we have deemed appropriate as a basis for the opinions hereinafter expressed. In rendering the opinions hereinafter expressed, we have assumed, but have not independently verified, that the signatures on all opinions, certificates, agreements, instruments and other documents that we have examined are genuine.

In connection with the sale of the Bonds, at your request we participated and assisted as your counsel in the preparation of the Preliminary Official Statement and the Official Statement and have reviewed the information and representations contained therein. Rendering such assistance involved, among other things, discussions and inquiries concerning various subjects, and reviews of certain documents and proceedings. We also participated in conferences with representatives of the Underwriter, with officers, agents, and employees of the Authority and the Public University, and with GluckWalrath LLP, Bond Counsel, at which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed.

Based upon the foregoing, we are of the opinion that:

- (1) the Bonds are not required to be registered under the Securities Act of 1933, as amended;
- (2) assuming, with your permission, that the parties thereto comply on a continuing basis with the terms and provisions thereof, the provisions of the Continuing Disclosure Agreement satisfy the requirements contained in Rule 15(c)(2)-12 promulgated under the Securities Exchange Act of 1934, as amended ("Rule 15(c)(2)-12"), for an undertaking, for the benefit of the holders of the Bonds, to provide information at the times and in the manner required by Rule 15(c)(2)-12; and
- (3) based on our role as counsel to the Underwriter and our participation in certain meetings held in connection with the preparation of the Preliminary Official Statement and the Official Statement, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the Official Statement, nothing has come to our attention which would lead us to believe that the Preliminary Official Statement, as of its date, and the Official Statement, as of its date and as of the date hereof, (in each case, (except for the financial, tabular and statistical data included therein, information contained under the headings "DESCRIPTION OF THE BONDS – Book-Entry-Only System", "RATINGS", and "TAX MATTERS," and information contained in the Appendices to the Official Statement, as to all of which we express no view) contained or contains any untrue statement of a

material fact or omits to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

The phrase "to our attention" means conscious awareness of lawyers in the primary lawyer group of factual matters such lawyers recognize as being relevant to the opinion or confirmation so qualified. "Primary lawyer group" means any lawyer in this firm (i) who signs this opinion letter, (ii) who is actively involved in negotiating or documenting the issuance of the Bonds, the Trust Indenture, the Bond Purchase Contract, the Preliminary Official Statement or the Official Statement, or (iii) solely as to information relevant to a particular opinion or factual confirmation issue, who is primarily responsible for providing the response concerning the particular opinion or issue.

The foregoing opinions are qualified to the extent that the enforceability of the Bonds and the Trust Indenture may be limited under bankruptcy, insolvency, moratorium or other similar laws or equitable principles affecting creditors' rights or remedies generally and may be subject to the exercise of judicial discretion in applicable cases.

The opinions expressed herein are limited to the laws and judicial decisions of the State of New Jersey, exclusive of conflicts of law provisions, and the federal laws and judicial decisions of the United States of America.

The opinions expressed herein are based upon the laws and judicial decisions of the State of New Jersey and the federal laws and judicial decisions of the United States of America as of the date hereof and are subject to any amendment, repeal or other modification of the applicable laws or judicial decisions that served as the basis for our opinion, or laws or judicial decisions hereafter enacted or rendered. Our engagement with respect to the opinions expressed herein does not require, and shall not be construed to constitute, a continuing obligation on our part to notify or otherwise inform the addressee hereof of the amendment, repeal or other modification of the applicable laws or judicial decisions that served as the basis for this opinion letter or of laws or judicial decisions hereafter enacted or rendered which impact on this opinion letter.

This opinion letter is being furnished solely to the party to whom it is addressed and may not be relied upon by any other person or quoted in whole or in part or otherwise referred to without our prior written consent except as required by law. This is only an opinion letter and not a warranty or guaranty of the matters discussed herein.

Very truly yours,

**PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_, 2021**

**NEW ISSUE**  
**BOOK ENTRY ONLY**

**Ratings: See “Ratings” herein**

*In the opinion of Bond Counsel (as defined herein), assuming continuing compliance with the provisions of the Internal Revenue Code of 1986, as amended (the “Code”) applicable to the Series 2021 A Bonds (as defined herein) and subject to certain provisions of the Code which are described herein, under laws, regulations, rulings and judicial decisions existing on the date of the original delivery of the Series 2021 A Bonds, interest on the Series 2021 A Bonds is excluded from gross income of the owners thereof for federal income tax purposes under Section 103 of the Code. In the further opinion of Bond Counsel, interest on the Series 2021 A Bonds is not treated as a preference item for purposes of the alternative minimum tax imposed by the Code on individuals. Interest on the Series 2021 B Bonds is not excluded from gross income for federal income tax purposes. Further, in the opinion of Bond Counsel, under the laws of the State of New Jersey, as enacted and construed on the date of original delivery of the Bonds (as defined herein), interest on the Bonds and any gain from the sale thereof are not includable in gross income under the New Jersey Gross Income Tax Act. See “TAX MATTERS” herein.*



\$ \_\_\_\_\_ \*

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**  
**REVENUE REFUNDING BONDS,**  
**NEW JERSEY CITY UNIVERSITY ISSUE**

[NJCU  
Logo]

**Consisting of:**

\$ \_\_\_\_\_  
**REVENUE REFUNDING BONDS**  
**NEW JERSEY CITY UNIVERSITY ISSUE**  
**SERIES 2021 A (TAX-EXEMPT)**

\$ \_\_\_\_\_  
**REVENUE REFUNDING BONDS**  
**NEW JERSEY CITY UNIVERSITY ISSUE**  
**SERIES 2021 B (FEDERALLY TAXABLE)**

**Dated: Date of Delivery**

**Due: July 1, as shown on the inside cover**

The New Jersey Educational Facilities Authority, \$ \_\_\_\_\_ \* Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt) (the “Series 2021 A Bonds”) and \$ \_\_\_\_\_ \* Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable) (the “Series 2021 B Bonds” and, collectively with the Series 2021 A Bonds, 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. Disbursement 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-Only System.” The Bank of New York Mellon, Woodland Park, New Jersey (the “Trustee”), shall act as trustee and bond registrar for the Bonds.

Interest on the Bonds will be payable on July 1 and January 1 of each year, commencing January 1, 2022.

The Bonds are subject to 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, an amended and restated Resolution adopted by the New Jersey Educational Facilities Authority (the “Authority”) on \_\_\_\_\_, 2021 (the “Resolution”) and a Trust Indenture dated as of \_\_\_\_\_ 1, 2021 (the “Trust 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 (A) Series 2007 F Bonds, (B) Series 2008 F Bonds, (C) Series 2010 F Bonds, and (D) Series 2016 D Bonds (collectively, the

This is a Preliminary Official Statement and the information contained herein is subject to completion and amendment in a final Official Statement. Under no circumstances will this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, and there shall not be any sale of the securities offered hereby, in any such jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of any such jurisdiction.

“Bonds To Be Refunded”), (ii) pay interest on July 1, 2021 on certain of the 2016 D Bonds not constituting the Bonds to be Refunded, (iii) to fund a debt service reserve fund for the Bonds, and (iv) pay costs of issuance of such Bonds (the “Refunding Project”).

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 \_\_\_\_\_ 1, 2021 (the “Agreement”), by and between the Authority and New Jersey City University, and from funds and accounts held by the Trustee under the Trust Indenture.

The scheduled payment of principal of and interest on the Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Bonds by ASSURED GUARANTY MUNICIPAL CORP.

[BOND INSURER LOGO]

**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 TRUST 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 TRUST INDENTURE). THE AUTHORITY HAS NO TAXING POWER. 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 of all factors relevant to an investment in 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.**

The Bonds are offered when, as and if issued by the Authority and delivered to the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and to the approval of their legality by GluckWalrath LLP, Freehold, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by its counsel, McCarter & English, LLP, Newark, New Jersey, and for New Jersey City University by its counsel, Hawkins Delafield & Wood, LLP, Newark, 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 \_\_\_\_\_, 2021.

**MORGAN STANLEY**

**Raymond James & Associates**

Dated: \_\_\_\_\_, 2021

\_\_\_\_\_  
\*Preliminary, subject to change.

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

\$ \_\_\_\_\_\*  
REVENUE REFUNDING BONDS,  
NEW JERSEY CITY UNIVERSITY ISSUE  
SERIES 2021 A (TAX-EXEMPT)

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS\*

<u>Due July 1*</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>CUSIP No.**</u>
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\$

\$ \_\_\_\_\_ % Term Bond due July 1, 20 \_\_; Price \_\_%, Yield \_\_% CUSIP No.\*\* \_\_\_\_\_

AND

\$ \_\_\_\_\_\*  
REVENUE REFUNDING BONDS,  
NEW JERSEY CITY UNIVERSITY ISSUE  
SERIES 2021 B (FEDERALLY TAXABLE)

MATURITIES, AMOUNTS, INTEREST RATES AND PRICE\*

<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 Bond due July 1, 20 \_\_; Price \_\_%, CUSIP No.\*\* \_\_\_\_\_

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\* Preliminary, subject to change.

\*\* CUSIP is a registered trademark of the 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. This data is not intended to create a database and does not serve in any way as a substitute for Standard & Poor's Capital IQ. CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the State of New Jersey and are included solely for the convenience of the registered owners of the Bonds. The Authority is not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as included herein. 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.

IN CONNECTION WITH THE OFFERING OF 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 OFFICIAL STATEMENT, 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 OFFICIAL STATEMENT.

The purchase of the Bonds involves 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 under the headings “THE AUTHORITY” and “LITIGATION – The Authority” has been obtained from the Authority (as hereinafter defined). All other information herein has been obtained by the Underwriters (as hereinafter defined) from the Public University (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 Public University, in APPENDIX A, has provided the description of the Public University 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 University. 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 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 University since the date hereof.

The Bonds have not been registered under the Securities Act of 1933, as amended, and neither the Resolution (as hereinafter defined) nor the Trust Indenture (as hereinafter defined) 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 Official Statement. Any representation to the contrary may be a criminal offense.

References in this Official Statement to statutes, laws, rules, regulations, resolutions (including the Resolution), agreements (including the Trust Indenture, the Agreement, and the Continuing Disclosure Agreement) (all as hereinafter defined), 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 Official Statement 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.

If and when included in this Official Statement, the words “expects,” “forecasts,” “projects,” “intends,” “anticipates,” “estimates,” “will” and analogous expressions are intended to identify forward-looking statements. Any such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those projected. Such risks and uncertainties include, among others, general economic and business conditions, changes in political, social and economic conditions, regulatory initiatives and compliance, governmental regulations, litigation and various other events, conditions and circumstances many of which are beyond the control of the Authority and the Public University. These forward-looking statements speak only as of the date of this Official Statement. The Authority and the Public University disclaim any obligation or agreement to release publicly any update or revision to any forward-looking statement contained herein to reflect any change in the Authority’s or the Public University’s expectation with regard thereto to any change in events, conditions or circumstances on which any such statement is based. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement 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.

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITERS MAY ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF BONDS AT A LEVEL ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Assured Guaranty Municipal Corp. (“AGM”) makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading “BOND INSURANCE” and “APPENDIX G - SPECIMEN MUNICIPAL BOND INSURANCE POLICY”.

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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**

**\$ \_\_\_\_\_<sup>\*</sup>  
Revenue Refunding Bonds  
New Jersey City University Issue  
Series 2021 A (Tax-Exempt)**

**AND**

**\$ \_\_\_\_\_<sup>\*</sup>  
Revenue Refunding Bonds  
New Jersey City University Issue  
Series 2021 B (Federally Taxable)**

**INTRODUCTORY STATEMENT**

**General**

The purpose of this Official Statement, which includes the cover page, inside cover page and the Appendices hereto, is to furnish information concerning the New Jersey Educational Facilities Authority (the “Authority”) and its \$ \_\_\_\_\_<sup>\*</sup> Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 A (Tax-Exempt) (the “Series 2021 A Bonds”) and \$ \_\_\_\_\_<sup>\*</sup> Revenue Refunding Bonds, New Jersey City University Issue, Series 2021 B (Federally Taxable) (the “Series 2021 B Bonds”) and, collectively with the Series 2021 A Bonds, the “Bonds”). The Bonds are issued pursuant to an amended and restated Resolution adopted by the Authority on \_\_\_\_\_, 2021 (the “Resolution”) and a Trust Indenture, dated as of \_\_\_\_\_ 1, 2021 (the “Trust Indenture”), by and between the Authority and The Bank of New York Mellon, Woodland Park, New Jersey, as trustee (the “Trustee”). For definitions of certain capitalized words and terms used in this Official Statement and not otherwise defined herein, see “APPENDIX C – FORMS OF CERTAIN LEGAL DOCUMENTS” and “APPENDIX D – FORM OF CONTINUING DISCLOSURE AGREEMENT” hereto.

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<sup>\*</sup> Preliminary, subject to change.

## **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 Laws of 1967, as amended (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, New Jersey City University, located in Jersey City, New Jersey (the “Public University”). For information concerning the Public University, see Appendices A and B hereto.

## **Purpose and Use of Proceeds**

The proceeds of the Bonds, together with other available funds, if any, will be used to: (i) pay the costs of refunding all or part of the Authority’s outstanding (A) Series 2007 F Bonds, (B) Series 2008 F Bonds, (C) Series 2010 F Bonds, and (D) Series 2016 D Bonds (collectively, as more particularly described on Appendix F hereto, the “Bonds To Be Refunded”), (ii) to pay interest on July 1, 2021 on certain of the 2016 D Bonds not constituting the Bonds to be Refunded, (iii) to fund a debt service reserve fund for the Bonds, and (iv) pay costs of issuance of such Bonds (the “Refunding Project”). See “PLAN OF REFUNDING” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

All of the facilities to be financed or refinanced with the proceeds of the Bonds described above are referred to herein as the “Project Facilities.”

## **Certain Outstanding Obligations**

The Public University has repayment obligations in respect of various bonds of the Authority issued for the benefit of the Public University, and certain other capital leases. All of such repayment obligations are general obligations of the Public University payable from any legally available funds of the Public University. In addition, certain of such Authority bonds which shall remain outstanding after giving effect to the Refunding Project shall be secured by a pledge of, lien on and security interest in and to the Tuition and Fees granted by the Public University pursuant to the terms of the Security Agreement (as hereinafter defined). The Authority may from time to time in the future issue other series of its revenue bonds to finance or refinance projects of the Public University. See “SECURITY FOR THE BONDS – Certain Outstanding Obligations” and “APPENDIX B – AUDITED FINANCIAL STATEMENTS OF NEW JERSEY CITY UNIVERSITY AS OF AND FOR THE YEARS ENDED JUNE 30, 2020 AND 2019” herein. See also “SECURITY FOR THE BONDS – The Security Agreement” herein.

## **Security**

Pursuant to a Lease and Agreement, dated as of \_\_\_\_\_ 1, 2021 (the “Agreement”), by and between the Authority and the Public University, the Public University will, upon the issuance of the Bonds, have a general obligation to pay to the Authority the Basic Lease Payments (as defined therein) and certain Additional Lease Payments (as defined therein, and together with Basic Lease Payments, “Lease Payments”) for the use and occupancy of a portion of the Project

Facilities (referred to herein as the “Leased Facilities”). The Basic Lease Payments under the Agreement are payable by the Public University from any legally available funds of the Public University, and shall be in an amount sufficient to enable the Trustee to make the transfers and deposits required at the times and in the amounts required by Section 4.06 of the Trust Indenture. 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 scheduled mandatory redemption 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 scheduled mandatory redemption installment payable on July 1). To secure the payment of the Basic Lease Payments and the Additional Lease Payments, the Public University will establish a “Rental Pledge Account” under the Agreement, into which the Public University is required to deposit or cause to be deposited amounts sufficient to pay (i) the Basic Lease Payments on each October 1 (in the case of the December 20 Basic Lease Payment) and March 1 (in the case of the June 20 Basic Lease Payment), and (ii) the Additional Lease Payments on each June 1 and December 1.

Pursuant to the Agreement, the Public University has agreed to impose Tuition and Fees in an amount which, together with any other legally available funds of the Public University, will be sufficient to pay the costs of operating the Public University as a public institution of higher education (including the amounts, if any, required to be deposited or paid in respect of any rebate obligations applicable to any tax-exempt bonds of the Authority in respect of the Public University) and the rentals and other payments due and to become due under the Agreement, the Parity Leases (as defined in the Agreement) and all other Indebtedness (as defined in the Agreement) of the Public University. See “SECURITY FOR THE BONDS – The Agreement” herein.

Simultaneously with the issuance of the Bonds, the Public University, The Bank of New York Mellon, in its separate capacities as trustee with respect to the Series 2007 F Bonds, as hereinafter defined (the “Series 2007 F Trustee”), the Series 2010 F Bonds and Series 2010 G Bonds, as hereinafter defined (the “Series 2010 F/G Trustee”) and the Bonds, and U.S. Bank National Association, in its separate capacities as trustee with respect to the Series 2015 A Bonds, as hereinafter defined (the “Series 2015 A Trustee”) and the Series 2016 D Bonds, as hereinafter defined (the “Series 2016 D Trustee”, and collectively with the Series 2007 F Trustee, the Series 2010 F/G Trustee, the Series 2015 A Trustee, the Series 2016 D Trustee and the Trustee, the “Parity Secured Parties,” and individually, a “Parity Secured Party”), will enter into a Security and Intercreditor Agreement (the “Security Agreement”) pursuant to which the Public University shall grant a pledge of, lien on and security interest in and to the Tuition and Fees to each of the Parity Secured Parties, equally and ratably according to the amount of Parity Indebtedness (as defined in the Security Agreement) in order to further secure the payment of all sums due or to become due under the Parity Indebtedness, including the payment obligations of the Public University under the Agreement, as well as to secure the performance of all of the Public University’s covenants and agreements contained in the Parity Security Instruments (as defined in the Security Agreement), including the Agreement See “SECURITY FOR THE BONDS – The Security Agreement.”

The Authority has previously issued other series of its revenue bonds to finance and refinance projects for the Public University, each of which certain projects are leased to the Public University pursuant to a separate lease and agreement with the Authority. The payment of the annual rentals under each existing lease and agreement constitutes a general obligation of the Public University, payable from any legally available moneys of the Public University and shall be additionally secured pursuant to the terms of the Security Agreement as described above.

A portion of the Project Facilities subject to the Agreement is also subject to the [Lease and Agreement dated as of April 1, 2007], [the Lease and Agreement dated as of September 1, 2010], [the Lease and Agreement dated as of January 1, 2015] and [the Lease and Agreement dated as of June 1, 2016 (collectively, the “Prior Agreements”), by and between the Authority and the Public University, which Prior Agreements secure certain of the outstanding Authority revenue bonds previously issued for the Public University. [CONFIRM AS TO PROJECT FACILITIES SUBJECT TO PRIOR AGREEMENTS]

The Bonds are special and limited obligations of the Authority payable solely from amounts paid by the Public University under the Agreement and from certain funds and accounts held under the Trust Indenture. See “SECURITY FOR THE BONDS” and Appendix C hereto.

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 OTHER POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST 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 TRUST INDENTURE). THE AUTHORITY HAS NO TAXING POWER. THE BONDS ARE PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF THE REVENUES (AS DEFINED IN THE TRUST INDENTURE), AND OTHER AMOUNTS HELD IN THE FUNDS AND ACCOUNTS (EXCEPT THE REBATE FUND AND THE ADDITIONAL LEASE PAYMENTS FUND) ESTABLISHED PURSUANT TO THE TRUST INDENTURE.

### **Additional Bonds and Other Obligations**

Although additional bonds may not be issued under the Trust Indenture on a parity with the Bonds, the Trust Indenture permits the Authority to enter into Swap Agreements (as defined in the Trust Indenture) on behalf of the Public University 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.

Additional bonds may not be issued on parity with the Bonds under the Trust Indenture. So long as the Bonds are outstanding, the Agreement contains certain covenants which prohibit or limit the incurrence of debt or additional obligations by the Public University and further restrict and limit the ability to secure such debt on a parity or subordinate basis with the lien on and security interest in and to the Tuition and Fees granted under the Security Agreement. Upon compliance

with the conditions therefor set forth in the Agreement, the Authority may from time to time issue bonds or other obligations on behalf of the Public University, and the Public University may from time to time incur additional obligations (whether to the Authority or otherwise). See “SECURITY FOR THE BONDS – The Agreement - *Covenants relating to Pledge of and Security Interest in the Tuition and Fees*” and “*-Covenants relating to Additional Unsecured Indebtedness*” herein.

Payments by the Public University under the Agreement do not secure any other obligations of the Public University.

See “SECURITY FOR THE BONDS – Additional Bonds and Other Obligations” herein.

## **BOND INSURANCE**

*Assured Guaranty Municipal Corp. has supplied the following information for inclusion in this Official Statement. Reference is made to APPENDIX G hereto for a specimen of the Bond Insurance Policy. The Authority, the Public University and the Underwriters (as hereinafter defined) make no representation as to the accuracy or completeness of this information or as to the absence of any material adverse changes to this information subsequent to the date hereof.*

### **Bond Insurance Policy**

Concurrently with the issuance of the Bonds, Assured Guaranty Municipal Corp. (“AGM”) will issue its Municipal Bond Insurance Policy (the “Policy”) for the Bonds. The Policy guarantees the scheduled payment of principal of and interest on the Bonds when due as set forth in the form of the Policy included as an appendix to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

### **Assured Guaranty Municipal Corp.**

AGM is a New York domiciled financial guaranty insurance company and an indirect subsidiary of Assured Guaranty Ltd. (“AGL”), a Bermuda-based holding company whose shares are publicly traded and are listed on the New York Stock Exchange under the symbol “AGO”. AGL, through its operating subsidiaries, provides credit enhancement products to the U.S. and international public finance (including infrastructure) and structured finance markets and, as of October 1, 2019, asset management services. Neither AGL nor any of its shareholders or affiliates, other than AGM, is obligated to pay any debts of AGM or any claims under any insurance policy issued by AGM.

AGM’s financial strength is rated “AA” (stable outlook) by S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC (“S&P”), “AA+” (stable outlook) by Kroll Bond Rating Agency, Inc. (“KBRA”) and “A2” (stable outlook) by Moody’s Investors Service, Inc. (“Moody’s”). Each rating of AGM should be evaluated independently. An explanation of the significance of the above ratings may be obtained from the applicable rating agency. The above ratings are not recommendations to buy, sell or hold any security, and such ratings are subject to revision or withdrawal at any time by the rating agencies, including

withdrawal initiated at the request of AGM in its sole discretion. In addition, the rating agencies may at any time change AGM's long-term rating outlooks or place such ratings on a watch list for possible downgrade in the near term. Any downward revision or withdrawal of any of the above ratings, the assignment of a negative outlook to such ratings or the placement of such ratings on a negative watch list may have an adverse effect on the market price of any security guaranteed by AGM. AGM only guarantees scheduled principal and scheduled interest payments payable by the issuer of bonds insured by AGM on the date(s) when such amounts were initially scheduled to become due and payable (subject to and in accordance with the terms of the relevant insurance policy), and does not guarantee the market price or liquidity of the securities it insures, nor does it guarantee that the ratings on such securities will not be revised or withdrawn.

### **Current Financial Strength Ratings**

On October 29, 2020, KBRA announced it had affirmed AGM's insurance financial strength rating of "AA+" (stable outlook). AGM can give no assurance as to any further ratings action that KBRA may take.

On July 16, 2020, S&P announced it had affirmed AGM's financial strength rating of "AA" (stable outlook). AGM can give no assurance as to any further ratings action that S&P may take.

On August 13, 2019, Moody's announced it had affirmed AGM's insurance financial strength rating of "A2" (stable outlook). AGM can give no assurance as to any further ratings action that Moody's may take.

For more information regarding AGM's financial strength ratings and the risks relating thereto, see AGL's Annual Report on Form 10-K for the fiscal year ended December 31, 2019

### **Capitalization of AGM**

At September 30, 2020:

- The policyholders' surplus of AGM was approximately \$2,671 million.
- The contingency reserves of AGM and its indirect subsidiary Municipal Assurance Corp. ("MAC") (as described below) were approximately \$1,042 million. Such amount includes 100% of AGM's contingency reserve and 60.7% of MAC's contingency reserve.
- The net unearned premium reserves and net deferred ceding commission income of AGM and its subsidiaries (as described below) were approximately \$2,111 million. Such amount includes (i) 100% of the net unearned premium reserve and deferred ceding commission income of AGM, (ii) the net unearned premium reserves and net deferred ceding commissions of AGM's wholly owned subsidiaries Assured Guaranty (Europe) plc ("AGE UK") and Assured Guaranty (Europe) SA ("AGE SA"), and (iii) 60.7% of the net unearned premium reserve of MAC.

The policyholders' surplus of AGM and the contingency reserves, net unearned premium reserves and deferred ceding commission income of AGM and MAC were determined in accordance with statutory accounting principles. The net unearned premium reserves and net deferred ceding commissions of AGE UK and AGE SA were determined in accordance with accounting principles generally accepted in the United States of America.

### **Incorporation of Certain Documents by Reference**

Portions of the following documents filed by AGL with the Securities and Exchange Commission (the "SEC") that relate to AGM are incorporated by reference into this Official Statement and shall be deemed to be a part hereof:

- (i) the Annual Report on Form 10-K for the fiscal year ended December 31, 2019 (filed by AGL with the SEC on February 28, 2020);
- (ii) the Quarterly Report on Form 10-Q for the quarterly period ended March 31, 2020 (filed by AGL with the SEC on May 8, 2020);
- (iii) the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2020 (filed by AGL with the SEC on August 7, 2020); and
- (iv) the Quarterly Report on Form 10-Q for the quarterly period ended September 30, 2020 (filed by AGL with the SEC on November 6, 2020).

All information relating to AGM included in, or as exhibits to, documents filed by AGL with the SEC pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, excluding Current Reports or portions thereof "furnished" under Item 2.02 or Item 7.01 of Form 8-K, after the filing of the last document referred to above and before the termination of the offering of the Bonds shall be deemed incorporated by reference into this Official Statement and to be a part hereof from the respective dates of filing such documents. Copies of materials incorporated by reference are available over the internet at the SEC's website at <http://www.sec.gov>, at AGL's website at <http://www.assuredguaranty.com>, or will be provided upon request to Assured Guaranty Municipal Corp.: 1633 Broadway, New York, New York 10019, Attention: Communications Department (telephone (212) 974-0100). Except for the information referred to above, no information available on or through AGL's website shall be deemed to be part of or incorporated in this Official Statement.

Any information regarding AGM included herein under the caption "BOND INSURANCE – Assured Guaranty Municipal Corp." or included in a document incorporated by reference herein (collectively, the "AGM Information") shall be modified or superseded to the extent that any subsequently included AGM Information (either directly or through incorporation by reference) modifies or supersedes such previously included AGM Information. Any AGM Information so modified or superseded shall not constitute a part of this Official Statement, except as so modified or superseded.

## **Miscellaneous Matters**

AGM makes no representation regarding the Bonds or the advisability of investing in the Bonds. In addition, AGM has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding AGM supplied by AGM and presented under the heading “BOND INSURANCE”.

### **PLAN OF REFUNDING**

A portion of the proceeds of the Series 2021 A Bonds, together with other available funds, if any, will be used to pay the costs of the tax-exempt current refunding of certain of the Authority’s outstanding Revenue Bonds, New Jersey City University Issue, Series 2010 F (Tax-Exempt) (the Series 2010 F Bonds to be Refunded”). A portion of the proceeds of the Series 2021 B Bonds, together with other available funds, if any, will be used to (i) pay the costs of the taxable refunding of (A) certain of the Authority’s outstanding Revenue Refunding Bonds, New Jersey City University, Series 2007 F (the “Series 2007 F Bonds to be Refunded”), (B) all of the Authority’s outstanding Revenue Refunding Bonds, New Jersey City University Issue, Series 2008 F (Federally Taxable) (the “Series 2008 F Bonds to be Refunded”), and (C) certain of the Authority’s outstanding Revenue Refunding Bonds, New Jersey City University Issue, Series 2016 D the “Series 2016 D Bonds to be Refunded”, and collectively with the Series 2007 F Bonds to be Refunded, the Series 2008 F Bonds to be Refunded, and the Series 2010 F Bonds to be Refunded, and as more particularly described on Appendix F, the “Bonds to be Refunded”), and (ii) pay the interest due on July 1, 2021 on certain of the Authority’s outstanding Series 2016 D Bonds not constituting the Series 2016 D Bonds to be Refunded (the “Series 2016 D Unrefunded Bond Interest”)

In order to effect the refunding of the (i) the Series 2007 F Bonds to be Refunded, (ii) the Series 2008 F Bonds to be Refunded, and (iii) the Series 2010 F Bonds to be Refunded, a portion of the proceeds of the Series 2021 A Bonds and the Series 2021 B Bonds will be applied to the purchase of direct obligations of, or obligations guaranteed by, the United States of America (collectively, the “U.S. Obligations”), which will be deposited with The Bank of New York Mellon, as escrow agent (the “2007/2008/2010 Escrow Agent”) under an Escrow Deposit Agreement dated as of \_\_\_\_\_ 1, 2021 (the “2007/2008/2010 Escrow Deposit Agreement”) in the Escrow Funds established thereunder for each such series of Bonds to be Refunded. Amounts deposited pursuant to the 2008/2008/2010 Escrow Deposit Agreement, together with interest earnings on such amounts, will be sufficient to pay the principal of and interest on the respective series of such Bonds to be Refunded on their respective payment dates to and including their respective redemption dates thereof. Such U.S. Obligations will be pledged only to the payment of such Bonds to be Refunded subject to the 2007/2008/2010 Escrow Deposit Agreement and are not available for the payment of the Bonds.

In order to effect the refunding of the Series 2016 D Bonds to be Refunded and the payment of the Series 2016 D Unrefunded Bond Interest, a portion of the proceeds of the Series 2021 B Bonds will be applied to the purchase of direct obligations of, or obligations guaranteed by, the

United States of America (collectively, the “U.S. Obligations”), which will be deposited with U.S. Bank National, as escrow agent (the “2016 Escrow Agent”) under an Escrow Deposit Agreement dated as of \_\_\_\_\_ 1, 2021 (the “2016 Escrow Deposit Agreement”) in the Escrow Funds established thereunder for each such series of Bonds to be Refunded. Amounts deposited pursuant to the 2016 Escrow Deposit Agreement, together with interest earnings on such amounts, will be sufficient to pay the principal of and interest on the respective series of such Bonds to be Refunded on their respective payment dates to and including their respective redemption dates thereof and to the payment of the Series 2016 D Unrefunded Bond Interest on July 1, 2021. Such U.S. Obligations will be pledged only to the payment of such Bonds to be Refunded and Series 2016 D Unrefunded Bond Interest subject to the 2016 Escrow Deposit Agreement and are not available for the payment of the Bonds.

Upon such deposits with the Escrow Agents, the Bonds to be Refunded shall cease to be entitled to any lien, benefit or security under the indentures of trust pursuant to which such Bonds to be Refunded were issued (the “Prior Indenture”), and all obligations of the Authority to the holders of the Bonds to be Refunded shall thereupon be released, discharged and satisfied. See “VERIFICATION OF MATHEMATICAL CALCULATIONS” herein.

## ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Bonds, along with certain other funds, are expected to be applied approximately as follows:

<b>Sources of Funds:</b>	<u>Series 2021 A Bonds</u>	<u>Series 2021 B Bonds</u>	<u>Total</u>
Par Amount of the Bonds .....	\$	\$	
Original Issue [Premium/Discount] .....			
Other Available Funds .....			
<b>Total Sources of Funds .....</b>	<b>\$</b>		
<b>Uses of Funds:</b>			
Deposit to Escrow Funds.....	\$		
Deposit to Debt Service Reserve Fund <sup>(1)</sup> .....	\$		
Costs of Issuance <sup>(2)</sup> .....			
<b>Total Uses of Funds .....</b>	<b>\$</b>		

<sup>(1)</sup> The total amount deposited into each account of the Debt Service Reserve Fund is equal to the Debt Service Reserve Requirement (as defined in the form of the Trust Indenture in Appendix C “FORMS OF CERTAIN LEGAL DOCUMENTS”) applicable to the Series 2021 A Bonds and the Series 2021 B Bonds.

<sup>(2)</sup> Includes fees and expenses of Bond Counsel, the Trustee, the Financial Advisor to the Public University, Underwriters’ discount, bond insurance premium and other associated issuance costs associated with 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, commencing January 1, 2022. 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 of this Official Statement.

The Bonds will be issued in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple of \$1,000 in excess thereof. In the event that the Bonds are no longer held in book-entry form (as described in “Book-Entry-Only System” below) (i) the principal

or redemption price of the Bonds shall be payable upon surrender at a designated corporate trust office of the Trustee and (ii) interest on the Bonds will be paid by check or draft mailed by the Trustee to Holders thereof at their addresses as it appears on the registration books of the Authority, or upon the written request of any Holder of or at least \$1,000,000 in aggregate principal amount of Bonds submitted to the Trustee at least ten (10) business days prior to the record date of such interest, by wire transfer in immediately available funds to an account in the continental United States of America.

### **Book-Entry-Only System**

*This section describes how ownership of the Bonds is to be transferred and how the principal of and interest on the Bonds are to be paid to and credited by DTC while the Bonds are registered in the name of Cede & Co., its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The Authority believes the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.*

*The Authority cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.*

***DTC and its Participants.*** DTC, the world's largest 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, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("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 ("Indirect Participants"). DTC has Standard & Poor's rating: AA+. The DTC Rules

applicable to its Participants are on file with the Securities and Exchange Commission. So long as the Bonds are maintained in book-entry form, the following procedures will be applicable with respect to the Bonds.

***Purchase of Ownership Interests.*** 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 ("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.

***Payments of Principal, Tender Price, Premium, if any, and Interest.*** 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 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 (nor its nominee), the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to 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.

***Notices.*** 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. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners, or in the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue 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 procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as practicable 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).

NONE OF THE AUTHORITY, THE TRUSTEE OR THE PUBLIC UNIVERSITY WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENT TO, OR THE PROVIDING OF NOTICE FOR, SUCH PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES.

***Transfers of Bonds.*** 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 effect 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.

Neither the Authority nor the Trustee will have any responsibility or obligation, legal or otherwise, to any party other than to the registered owners of any Bonds on the registration books of the Trustee.

***Discontinuance of Book-Entry-Only System.*** In the event (i) DTC determines not to continue to act as securities depository for the Bonds, or (ii) the Authority, with the consent of the Public University and the Trustee, determines in accordance with the terms of the Trust Indenture that (a) DTC is incapable of discharging its duties, or (b) it is in the best interests of the holders of the Bonds not to continue the Book-Entry-Only System or that interests of the Beneficial Owners of the Bonds might be adversely affected if the Book-Entry-Only System is continued, then the Authority will discontinue the Book-Entry-Only system with DTC. Upon the occurrence of the event described in (i) or (ii)(a) above, the Authority will attempt to locate another qualified securities depository. If the Authority fails to identify another qualified securities depository to replace DTC or makes the determination noted in (ii)(b) above, the Trustee will authenticate and deliver the Bonds in accordance with the Trust Indenture.

The information in this section concerning DTC and DTC's book-entry-only system has been obtained from DTC and the Authority and the Public University do not take any responsibility for the accuracy thereof.

## **Redemption Provisions**

### **Redemption of Series 2021 A Bonds**

**Optional Redemption.** The Series 2021 A Bonds 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 University, 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.

**[Extraordinary Optional Redemption.** Subject to the Prior Agreements, if all or a substantial portion of the Leased 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 University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University 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 Series 2021 A 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 University. 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.]

**Mandatory Sinking Fund Redemption.** The Series 2021 A 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 Series 2021 A Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Series 2021 A Bonds Maturing July 1, 20__</u>	
<u>Year</u>	<u>Amount</u>

\* Final maturity.

### **Redemption of Series 2021 B Bonds**

**Optional Redemption.** The Series 2021 B Bonds 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 University, 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.

**[Extraordinary Optional Redemption.** Subject to the Prior Agreements, if all or a substantial portion of the Leased 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 University (A) such facilities cannot be reasonably restored or replaced to the condition thereof preceding such event, or (B) the Public University 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 Series 2021 B 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 University. 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.]

**Mandatory Sinking Fund Redemption.** The Series 2021 B 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 Series 2021 B Bonds on July 1 in each of the years and in the principal amounts as follows:

<u>Series 2021 B Bonds Maturing July 1, 20__</u>	
<u>Year</u>	<u>Amount</u>

\* Final maturity.

**Redemption in Part.**

Bonds shall be redeemed only in Authorized Denominations. Whenever any Bonds are to be called for redemption in part, 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 University, and in the case of any Bonds subject to scheduled mandatory redemption, the Authority may designate, with the consent of the Public University, 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.

The Series 2021 A Bonds to be redeemed within any maturity shall be selected by the Trustee by lot or by any other method.

If the Series 2021 B 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 Series 2021 B Bonds, if less than all of the Series 2021 B Bonds of a maturity are called for redemption, the particular Series 2021 B 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, or the procedures of such successor Securities Depository, as the case may be.

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 University or the Underwriters of the Series 2021 B Bonds can provide any assurance that DTC, DTC's Direct and Indirect Participants or any other intermediary will allocate the redemption of the Series 2021 B Bonds on such basis. If the operational arrangements of DTC, or such successor Securities Depository, as the case may be, do not allow for the redemption of the Series 2021 B Bonds on a pro rata pass-through distribution of principal basis as discussed above, then the Series 2021 B Bonds will be selected for redemption, in accordance with the DTC procedures, or the procedures of such successor Securities Depository, as the case may be, by lot or in such other manner as is in accordance with the applicable operational arrangements of DTC, or such successor Securities Depository, as the case may be.

If the Series 2021 B Bonds are not registered in book-entry-only form, any redemption of less than all of a maturity of the Series 2021 B Bonds will be allocated among the registered owners of the Series 2021 B Bonds of such maturity, as nearly as practicable, taking into consideration the Authorized Denominations of the Series 2021 B 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) 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 Beneficial Owner 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. Any notice of optional redemption of any Bonds 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 which are to be redeemed on that date.

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.

### **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 (the "State"), subject only to the provision for registration contained in the Bonds.

## **Principal and Interest Requirements**

The following table sets forth for each bond year ending on June 30, subsequent to the issuance of the Bonds, the estimated total debt service on the Bonds, the debt service on other Authority bonds and other obligations of the Public University.

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**ESTIMATED ANNUAL DEBT SERVICE REQUIREMENTS**

YEAR ENDING JUNE 30 <sup>1</sup>	DEBT SERVICE	DEBT SERVICE	SERIES 2021 A BONDS		SERIES 2021 B BONDS		COMBINED OUTSTANDING DEBT SERVICE
	ON OTHER AUTHORITY BONDS- (Parity Pledge) <sup>236</sup>	ON OTHER AUTHORITY BONDS <sup>4</sup> AND OTHER OBLIGATIONS (Non-Parity Pledge) <sup>5</sup>	PRINCIPAL	INTEREST	PRINCIPAL	INTEREST	
2021	\$	\$	\$	\$	\$	\$	
2022							
2023							
2024							
2025							
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
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2036							
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2038							
2039							
2040							
2041							
2042							
2043							
2044							
2045							
2046							
2047							
2048							
2049							
Total:	\$	\$	\$	\$	\$	\$	

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 University: (i) Series 2007 F Bonds; (ii) Series 2010 F Bonds; (iii) Series 2010 G Bonds (Build America Bonds – Direct Payment); (iv) Series 2015 A Bonds; and (v) Series 2016 D Bonds], all of which are secured on a parity basis by the pledge of, lien on and security interest in and to the Tuition and Fees pursuant to the Security Agreement.
3. The BAB Subsidy Payments with respect to the Series 2010 G Bonds are not factored into these numbers.
4. [Includes Series 2008 F Bonds]
5. Other Obligations of the Authority consist of portions of the Authority’s Capital Improvement Fund Bonds, Higher Education Equipment Leasing Fund Bonds and Dormitory Safety Trust Fund Bonds. Excludes capitalized leases of the Public University and obligations to the New Jersey Environmental Infrastructure Trust and the New Jersey Environmental Infrastructure Fund.
6. [Includes Bonds to be Refunded].

## SECURITY FOR THE BONDS

### **General**

The Bonds are special and limited obligations of the Authority payable solely from the Trust Estate. Trust Estate is defined in the Trust Indenture as (i) all right, title and interest of the Authority in the Agreement to the extent provided in the Agreement, and all payments received or receivable by the Authority from the Public University under the Agreement (except as otherwise provided in the Agreement), including specifically amounts in respect of the Basic Lease Payments (as defined therein) on deposit from time to time in the Rental Pledge Account (as defined therein), (ii) all money and securities held by the Trustee from time to time under the terms of the Trust Indenture (except moneys held in the Rebate Fund), (iii) all Swap Revenues (as defined in the Trust Indenture) paid by the Public University or by the Swap Provider (as defined in the Trust Indenture), if any, and (iv) any and all other property pledged to secure the Bonds, including specifically all right, title and interest of the Trustee in and to the Security Agreement and the pledge of Tuition and Fees thereunder, on a parity basis with all other indebtedness and obligations secured by the Security Agreement.

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 OTHER POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE TRUST 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 TRUST INDENTURE). THE AUTHORITY HAS NO TAXING POWER. THE BONDS ARE PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF THE REVENUES (AS DEFINED IN THE TRUST INDENTURE) AND OTHER AMOUNTS HELD IN THE FUNDS AND ACCOUNTS (EXCEPT THE REBATE FUND AND THE ADDITIONAL LEASE PAYMENTS FUND) ESTABLISHED PURSUANT TO THE TRUST INDENTURE.

### **The Agreement**

Pursuant to the Agreement, the Public University 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 Leased Facilities. The Basic Lease Payments shall be in an amount sufficient to enable the Trustee to make the transfers and deposits required at the times and in the amounts required by Section 4.06 of the Trust Indenture. 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 the Basic Lease Payments and the Additional Lease Payments, the Public University will establish a "Rental Pledge Account" under the Agreement, into which

the Public University is required to deposit or cause to be deposited amounts sufficient to pay the (i) Basic Lease Payments (accounting for certain credits) on each October 1 (in the case of the December 20 Basic Lease Payment) and March 1 (in the case of the June 20 Basic Lease Payment), and Additional Lease Payments on each December 1 and June 1. 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 Trust Indenture, such balance shall be transferred to the Public University.

The Public University has agreed that its obligation to make the payments required under the Agreement, including the Basic Lease Payments and the Additional Lease Payments, shall constitute a general obligation of the Public University, payable from any legally available funds of the Public University.

Pursuant to the Agreement, the Public University has agreed to impose Tuition and Fees in an amount which, together with any other legally available funds of the Public University, will be sufficient to pay the costs of operating the Public University as a public institution of higher education (including the amounts, if any, required to be deposited or paid in respect of any rebate obligations applicable to any tax-exempt bonds of the Authority in respect of the Public University) and the rentals and other payments due and to become due under this Agreement, the Parity Leases and all other Indebtedness of the Public University.

*Covenants relating to Pledge of and Security Interest in the Tuition and Fees.* Pursuant to the Agreement, the Public University has agreed and covenanted that, as long as the Bonds are Outstanding, the Public University shall not grant or create or suffer to be created or exist any lien, security interest or restriction upon the Tuition and Fees, other than:

- (i) the pledge of and security interest in the Tuition and Fees that is granted by the Public University in the Security Agreement in respect of the Agreement and the Parity Leases;
- (ii) any additional parity pledge(s) of and/or security interest(s) in the Tuition and Fees (or any portion thereof), but only to the extent granted by the Public University in accordance with the requirements of paragraph (b) of Section 5.18 of the Agreement, which include, among other things, delivery of a certificate of the Public University demonstrating, on the basis of the audited financial statements of the Public University for the most recently completed Fiscal Year for which audited financial statements are available, that the historic Net Revenues Available for Debt Service and the pro-forma Maximum Annual Parity Debt Service Requirement (taking into account the additional Indebtedness proposed to be secured) would result in an historic Parity Debt Service Coverage Ratio of at least 1.25 for such Fiscal Year;
- (iii) any subordinate pledge(s) of and/or security interest(s) in the Tuition and Fees (or any portion thereof), but only to the extent granted by the Public University in accordance with the requirements of paragraph (c) of Section 5.18 of the Agreement, which include, among other things, that the Trustee enter into a

subordination or similar agreement, in form and substance acceptable to the Authority and the Bond Insurer, and delivery of a certificate of the Public University demonstrating, on the basis of the audited financial statements of the Public University for the most recently completed Fiscal Year for which audited financial statements are available, that the historic Net Revenues Available for Debt Service and the pro-forma Maximum Annual Parity + Subordinate Debt Service Requirement (taking into account the additional Indebtedness proposed to be secured) would result in an historic Parity + Subordinate Debt Service Coverage Ratio of at least 1.10 for such Fiscal Year; and

- (iv) a lien, security interest or restriction upon the Tuition and Fees, on a subordinated basis, for the benefit of the Permitted PAC Indebtedness. (See “PAC Project and Permitted PAC Indebtedness” herein.)

See Section 5.18 and accompanying definitions in the form of the Agreement contained in APPENDIX D – FORMS OF CERTAIN LEGAL DOCUMENT for a detailed description of the requirements and tests to be satisfied in the granting of any parity or subordinate pledge of and or security interest in Tuition and Fees.

*Covenants relating to Additional Unsecured Indebtedness.* Pursuant to the Agreement, the Public University has agreed and covenanted that, as long as the Bonds are Outstanding, the Public University shall not incur any Long-Term Indebtedness (as defined in the Agreement), other than Indebtedness in respect of which there has been granted or created a lien, security interest or restriction upon the Tuition and Fees in accordance with the immediately preceding subsection entitled “*Covenants relating to Pledge of and Security Interest in the Tuition and Fees*”, other than in accordance with the requirements of paragraph (b) of Section 5.19 of the Agreement which includes, among other things, delivery of a certificate of the Public University demonstrating, on the basis of the audited financial statements of the Public University for the most recently completed Fiscal Year for which audited financial statements are available, that the historic Net Revenues Available for Debt Service and the pro-forma Maximum Annual Debt Service Requirement (taking into account the additional Indebtedness proposed to be incurred) would result in an historic Debt Service Coverage Ratio of at least 1.05 for such Fiscal Year.

Additionally, the Agreement provides that the requirements under the preceding paragraph shall not apply to Short-Term Indebtedness, the Permitted PAC Indebtedness, or the existence or continuation of any Indebtedness that is in effect as of the date of issuance of the Bonds. Further, any Indebtedness in existence as of the date of issuance of the Bonds may be modified, extended and/or refinanced by the Public University without satisfaction of the requirements of the preceding paragraph, provided that the principal amount of such Indebtedness is not increased as a result thereof. However, once incurred all such Indebtedness shall be included in any subsequent calculations of the Debt Service Requirement, the Parity Debt Service Requirement and the Parity + Subordinate Debt Service Requirement, as applicable.

See Section 5.19 and accompanying definitions in the form of the Agreement contained in APPENDIX D – FORMS OF CERTAIN LEGAL DOCUMENT for a detailed description of the requirements and tests to be satisfied in connection with the incurrence of certain Indebtedness.

Liquidity Covenant. Pursuant to the Agreement, the Public University shall agree and covenant that, as long as the Bonds are Outstanding, it will maintain 35 Days Cash on Hand as of each June 30, commencing June 30, 2023 (the “Liquidity Covenant”).

“Days Cash on Hand” is defined in the Agreement to mean as of any testing date, the amount calculated by the Public University equal to: (a) unrestricted and unencumbered cash, marketable securities, internally or board-designated funds (but excluding donor restricted gifts, grants, bequests, donations or contributions and any income therefrom and funds held by the Trustee for the payment of the principal of and interest on the Bonds or any other trustee for the payment of the principal of and interest on any Indebtedness), less the amount of any outstanding Short-Term Indebtedness (other than Short-Term Indebtedness incurred for capital Purposes), as of the most recent month for which unaudited financial statements are available, divided by (b) the amount resulting from dividing (i) total operating expenses and interest expense, as determined in accordance with GAAP, as of the most recent Fiscal Year for which audited financial statements are available by (ii) the number of days in the then current Fiscal Year. All securities shall be valued at fair market value for purposes of this definition.

In the event the Days Cash on Hand falls below the requirement set forth above as of any June 30 on or after June 30 2023, the Public University shall be required to retain a Consultant within sixty (60) days after determination of such non-compliance, who shall make appropriate recommendations in order to bring the Public University into compliance with the Liquidity Covenant. Upon the receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, and to the extent practical, the Public University shall revise its methods of operation and shall take such other reasonable actions as shall be in conformity with the recommendations. So long as the Public University shall retain a Consultant as provided under the terms of the Agreement and complies with such Consultant’s recommendations to the extent practical and not prohibited by law, no default or Event of Default shall be declared under the Agreement solely by reason of a violation of this Liquidity Covenant.

Upon the payment or defeasance of the Bonds, the Leased Facilities shall no longer be subject to the Agreement.

### **The Security Agreement**

In order to further secure the payment of all sums due or to become due under the Parity Indebtedness (as defined in the Security Agreement), including the payment obligations of the Public University under the Agreement, as well as to secure the performance of all of the Public University’s covenants and agreements contained in the Parity Security Instruments (as defined in the Security Agreement), including the Agreement, the Public University has granted a pledge of, lien on and security interest in and to the Tuition and Fees to each of the Parity Secured Parties, equally and ratably according to the amount of Parity Indebtedness so secured pursuant to the terms of the Security Agreement.

“Tuition and Fees” is defined in the Agreement and the Security Agreement to mean (i) tuition (net of student financial aid provided by the Public University), and (ii) any fees (other than tuition) collected from or on behalf of students for the purpose of supporting student instruction

and administrative costs relating thereto, as reportable in the financial statements of the Public University. Tuition and Fees shall not include any revenues of the Public University associated with room and/or board, or special purpose fees such as health and wellness fees. Tuition and Fees specifically excludes all revenues of the Public University not expressly set forth in this definition, including (without limitation) any and all endowment funds, any and all funds appropriated by the State to the Public University, any and all proceeds of any grants, loans or other payments from the State or any other federal, state, county or municipal source, and any earnings or investment income derived from the foregoing.

The Security Agreement generally will determine how amounts obtained from any realization on the Tuition and Fees are applied. The Security Agreement generally provides that:

(a) Each Parity Secured Party shall notify the other Parity Secured Parties promptly of the occurrence of a Remedial Event (as defined in the Security Agreement); provided, however that nothing therein shall prevent or otherwise limit the ability of each Parity Secured Party from exercising its rights or remedies under its respective Parity Security Instrument.

(b) In the event that a Parity Secured Party has notified the other Parity Secured Parties that a Remedial Event has occurred and any Parity Secured Party shall thereafter obtain payment of any amounts owing with respect to any Parity Indebtedness through exercise of a right of set-off or counterclaim, or otherwise, from any realization (whether through enforcement of security interests or other liens, attachment or otherwise) on the Tuition and Fees, such amounts shall be applied in the order set forth below (to the extent permitted by applicable law):

(i) To the payment of all costs, expenses and liabilities made or incurred by such Parity Secured Party in connection with obtaining such payment (including reasonable fees of counsel).

(ii) The remainder of such proceeds, if any, after the application of proceeds in accordance with the preceding clause (i) above, to the payment to the Parity Secured Parties of the outstanding principal amount of Parity Indebtedness which remain unpaid at such date, pro rata between, or among, as the case may be, the Parity Secured Parties in accordance with the outstanding principal amount of such Parity Indebtedness on such date.

(iii) The remainder of such proceeds, if any, after the application of proceeds in accordance with the preceding clauses (i) and (ii) above, to the payment to the Parity Secured Parties of all other Parity Indebtedness outstanding on such date, including, without limitation, interest, premium, if any, and fees, pro rata between the Parity Secured Parties in accordance with the outstanding amount of such Parity Indebtedness.

(iv) The remainder of such proceeds, if any, after the application of proceeds in accordance with the preceding clauses (i), (ii) and (iii) above and payment in full of all Parity Indebtedness, to the Public University, its successors or assigns, or otherwise as a court of competent jurisdiction may direct. See the form of the Security Agreement in Appendix C "FORMS OF CERTAIN LEGAL DOCUMENTS"

The Security Agreement further provides that the Parity Secured Parties, or any of them, may determine from time to time that it would be useful and convenient to enter into one or more agreements, instruments or other writings (each, a “Coordination Document”) in order to more efficiently coordinate their enforcement actions in respect of the Public University’s pledge of, lien on and security interest in the Tuition and Fees, or to give effect to the subordination of any subsequent pledge of, lien on and security interest in the Tuition and Fees as may be granted by the Public University.

Additional Parity Indebtedness may become secured under the terms of the Security Agreement upon satisfaction of the conditions precedent thereto contained in the Agreement and upon execution of a joinder agreement as provided in the Security Agreement. See “Additional Parity Indebtedness” in the form of the Security Agreement and “Additional Obligations Secured by Tuition and Fees” in the form of the Agreement in Appendix C “FORMS OF CERTAIN LEGAL DOCUMENTS.” See also “The Agreement - Covenants relating to Pledge of and Security Interest in the Tuition and Fees” above.

### **The Indenture**

The Trust Indenture establishes various funds and accounts and provides for the application of the proceeds of the Bonds, the Revenues received pursuant to the Agreement, and other moneys which, by any of the provisions of the Trust Indenture, are required to be deposited in such funds and accounts. For a further description of the Trust Indenture, see Appendix C hereto.

### **Debt Service Reserve Fund**

A Debt Service Reserve Fund will be established under the Trust Indenture and maintained for the payment of the principal and interest on the Bonds in the event that other funds available under the Trust Indenture for payment thereof are insufficient. Upon the issuance of the Bonds, there will be deposited into the respective accounts established in the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement applicable to each of the Series 2021 A Bonds and the Series 2021 B Bonds. See the form of the Trust Indenture in Appendix C “FORMS OF CERTAIN LEGAL DOCUMENTS” for the definition of “Debt Service Reserve Fund Requirement”.

### **Certain Outstanding Obligations**

The Authority has previously issued other series of its revenue bonds to finance and refinance projects for the Public University, each of which projects is leased to the Public University pursuant to a separate lease and agreement with the Authority. The payment of the annual rentals under each existing lease and agreement constitutes a general obligation of the Public University, payable from any legally available moneys of the Public University.

Specifically, as of December 31, 2020, prior to the issuance of the Bonds, there were outstanding the following bonds of the Authority issued for the benefit of the Public University (inclusive of the Bonds to be Refunded): (i) \$12,020,000 in aggregate principal amount of the Authority’s Revenue Refunding Bonds, New Jersey City University, Series 2007 F (the “Series 2007 F Bonds”); (ii) \$6,175,000 in aggregate principal amount of the Authority’s Revenue

Refunding Bonds, New Jersey City University, Series 2008 F (Federally Taxable) (the “Series 2008 F Bonds”); (iii) \$10,975,000 in aggregate principal amount of the Authority’s Revenue Refunding Bonds, New Jersey City University, Series 2010 F (Tax-Exempt) (the “Series 2010 F Bonds”); (iv) \$18,310,000 in aggregate principal amount of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2010 G (Build America Bonds – Direct Payment) (the “Series 2010 G Bonds”); (v) \$35,340,000 in aggregate principal amount of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2015 A (the “Series 2015 A Bonds”); and (vi) \$47,840,000 in aggregate principal amount of the Authority’s Revenue Bonds, New Jersey City University Issue, Series 2016 D (the “Series 2016 D Bonds”).

The Series 2007 F Bonds, the Series 2008 F Bonds, the Series 2010 F Bonds, the Series 2010 G Bonds, the Series 2015 A Bonds and the Series 2016 D Bonds are collectively referred to herein as the “Other NJEFA Bonds”. Each series of Other NJEFA Bonds is secured by, *inter alia*, payments to be made by the Public University under a separate lease and agreement by and between the Authority and the Public University, by which the Public University has a general obligation to pay annual rentals for the use of the project(s) financed or refinanced by such series of Other NJEFA Bonds. The Basic Lease Payments and Additional Lease Payments under the Agreement are general obligations of the Public University, similar to the Public University’s payment obligations in respect of the Other NJEFA Bonds. Additionally, pursuant to the terms of the Security Agreement, each of the Other NJEFA Bonds and the Bonds are secured on a parity basis by the pledge of Tuition and Fees.

In addition, as of December 31, 2020, the Public University had the following repayment obligations: (i) approximately \$\_\_\_\_\_ aggregate principal amount of notes of the Public University issued to the New Jersey Educational Facilities Authority Higher Education Capital Improvement Fund; (ii) approximately \$\_\_\_\_\_ aggregate principal amount of notes of the Public University issued to the New Jersey Educational Facility Authority Equipment Leasing Fund. Such obligations of the Public University are collectively referred to herein as “Other Long-Term Debt”. The Other Long-Term Debt constitutes a general obligation of the Public University. As of December 31, 2020, the Public University has also entered into various capital leases and has repayment obligations to the New Jersey Environmental Infrastructure Trust and the New Jersey Environmental Infrastructure Fund. See “APPENDIX B –AUDITED FINANCIAL STATEMENTS OF NEW JERSEY CITY UNIVERSITY AS OF AND FOR THE YEARS ENDED JUNE 30, 2020 AND 2019” hereto.

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 University, each of which project is to be leased to the Public University pursuant to a separate lease and agreement with the Authority.

### **Additional Bonds and Other Obligations**

The repayment obligation of the Public University with respect to the Bonds pursuant to the Agreement is a general obligation of the Public University. To secure its repayment obligations under the Agreement, the Public University has pledged and granted a lien on and security interest in and to its Tuition and Fees pursuant to the terms of the Security Agreement. Payments by the

Public University under the Agreement do not secure any other obligations of the Public University.

Although additional bonds may not be issued under the Trust Indenture on parity with the Bonds, the Trust Indenture permits the Authority to enter into Swap Agreements on behalf of the Public University (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 Trust 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 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 Trust Indenture, the Public University may, incur additional indebtedness subject to certain covenants or restrictions which prohibit or limit the incurrence of debt or additional obligations by the Public University as set forth in the Agreement. See “Additional Parity Indebtedness” in the form of the Security Agreement and “Additional Obligations Secured by Tuition and Fees: in the form of the Agreement in Appendix C “FORMS OF CERTAIN LEGAL DOCUMENTS.” See also “The Agreement - Covenants relating to Pledge of and Security Interest in the Tuition and Fees” and “- Covenants relating to Additional Unsecured Indebtedness” herein. Accordingly, the Authority may from time to time issue bonds or other obligations on behalf of the Public University, and the Public University may from time to time incur additional obligations (whether to the Authority or otherwise), subject to the terms of such restrictions.

Payments by the Public University under the Agreement do not secure any other obligations of the Public University.

## **PAC Project and Permitted PAC Indebtedness**

Included in the proposed development of University Place, a master mixed-use redevelopment plan on the Public University's West Campus, is the proposed construction of a Performing Arts Center and Center for Music, Dance and Theater and including classrooms, restaurants, an apartment complex and parking, to be constructed by a developer on the Public University's West Campus (the "PAC Project") at a cost of approximately \$40,000,000. The PAC Project is anticipated to sold to the Foundation and leased to the Public University upon completion. The Foundation shall borrow certain funds (the "Foundation Loan"), which, together with certain other available moneys, shall be applied to the purchase of the PAC Project from the Developer. The lease payment obligation of the Public University under a lease agreement entered[, or to be entered] into with the Foundation in respect of the PAC Project, which lease payments will be payable whether or not the PAC Project is constructed, completed or certified for occupancy, will be in an annual amount at least sufficient to satisfy the Foundation's loan repayment obligations in respect of the Foundation Loan. The lease payment obligation of the Public University is expected to be secured by a pledge of existing ground lease income, Joffrey Ballet's facility's fee, and lien upon Tuition and Fees which is subordinate to the pledge of and lien on Tuition and Fees granted under the Security Agreement. See APPENDIX A – "CERTAIN INFORMATION REGARDING NEW JERSEY CITY UNIVERSITY – University Place" for a more detailed description of the Public University's anticipated lease payment obligations and security therefore. See "The Agreement - Covenants relating to Pledge of and Security Interest in the Tuition and Fees herein.

## **DISCLOSURES REGARDING COVID-19**

COVID-19, a respiratory disease caused by a new strain of coronavirus, was declared a Pandemic by the World Health Organization on March 11, 2020. States of emergency have been declared by Governor Murphy on March 9, 2020 and by President Trump on March 13, 2020. The outbreak of this disease has severely affected, and is expected to continue to affect for the foreseeable future, travel, commerce, businesses and financial markets nationally and globally.

Due to the rapid emergence of COVID-19 cases in the State, the surrounding region and across the globe, the Governor of the State of New Jersey (the "Governor") issued Executive Order No. 103 (Murphy 2020) ("Executive Order No. 103") declaring a public health emergency and a state of emergency in the State on March 9, 2020. Executive Order No. 103 was the first of numerous executive orders issued by the Governor to respond to the COVID-19 Pandemic in the State. Since the issuance of Executive Order No. 103, the Governor has issued many executive orders placing various restrictions on business and personal activities to mitigate the effects of the COVID-19 Pandemic on the citizens of the State; as the restrictions took effect and succeeded in mitigating the spread of COVID-19, the Governor issued executive orders lifting certain restrictions in whole or in part, and as cases of COVID-19 increased, the Governor issued executive orders reinstating certain restrictions in whole or in part.

In the State, residents and businesses have been advised to take pro-active measures, including use of "social distancing" to reduce interpersonal contacts. Most large-scale public events have been canceled, many schools have been closed, and some businesses are encouraging

employees to work remotely whenever possible. Persons exposed to, or having close contact with persons exposed to, the COVID-19 virus are generally being encouraged, or required, to self-isolate for extended periods of time. Beginning March 16, 2020, all instruction at the Public University was moved to online delivery. While the Public University welcomed limited in-person and hybrid instruction for the fall 2020 academic year, the Public University's academic programming and instruction remains largely online. Beginning late February and early March 2020, the Public University instituted a number of preparatory and responsive measures to the COVID-19 Pandemic which are described in APPENDIX A – "CERTAIN INFORMATION REGARDING NEW JERSEY CITY UNIVERSITY – Preparation and Response to the COVID-19 Pandemic" herein.

Due the continually evolving nature of the COVID-19 Pandemic, it is uncertain how long the acute phase of the COVID-19 Pandemic in the State may last. The federal and state governments have enacted and are expected to further enact legislation to mitigate the financial impacts on people and businesses. The continued spread of COVID-19 is expected to impact global financial markets, national, state, and local economies, and the higher education landscape in general. While its potential impact cannot be predicted at this time, the COVID-19 Pandemic could have a material adverse impact on the Public University and its finances. For additional information concerning the impact of the COVID-19 Pandemic on the Public University, see APPENDIX A – "CERTAIN INFORMATION REGARDING NEW JERSEY CITY UNIVERSITY – Financial Impacts as a result of COVID-19" herein.

## **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. 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.

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 and their business affiliations 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 Brian Bridges, Ph.D, Acting 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, 2020, the Authority has heretofore authorized and issued its obligations in a total outstanding amount of \$4,820,581,076 to finance and refinance eligible projects at certain of the participating public and private colleges and universities and public libraries located in the State.

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 New Jersey 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 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 Commission served 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 (50) independent institutions and enrolls over 420,000 full- 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

[Fitch Ratings ("Fitch") and Moody's Investors Service, Inc. ("Moody's") have assigned their municipal bond ratings of "\_\_\_" and "\_\_\_", respectively, to the Bonds. Additionally, Standard & Poor's Financial Services LLC ("S&P") and Moody's are expected to assign their bond rating of "\_\_\_" and "\_\_\_" to the Bonds with the understanding that a policy will be issued by AGM at the time of delivery of the Bonds. These ratings reflect only the view of such rating agencies at the time such ratings were given and the Authority makes no representation as to the appropriateness of the ratings. Any desired explanation of the significance of such ratings should be obtained from Fitch, Moody's and S&P, 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 of the Bonds.]  
[CONFIRM/UPDATE]

## TAX MATTERS

## **The Series 2021 A Bonds**

Federal Income Taxes. The Internal Revenue Code of 1986, as amended (the "Code") imposes certain requirements that must be met at and subsequent to the issuance and delivery of the Series 2021 A Bonds for interest thereon to be and remain excluded from gross income of the owners thereof for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2021 A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2021 A Bonds. The Authority and the Public University have covenanted to comply with the provisions of the Code applicable to the Series 2021 A Bonds, and have covenanted not to take any action or permit any action that would cause the interest on the Series 2021 A Bonds to be included in gross income under Section 103 of the Code or cause interest on the Series 2021 A Bonds to be treated as an item of tax preference for purposes of the alternative minimum tax imposed by the Code on individuals. GluckWalrath LLP, Freehold, New Jersey ("Bond Counsel"), will not independently verify the accuracy of those certifications and representations.

Assuming the Authority and the Public University observe their covenants with respect to compliance with the Code, Bond Counsel is of the opinion that, under laws, regulations, rulings and judicial decisions existing on the date of the original delivery of Series 2021 A Bonds, interest on the Series 2021 A Bonds is excluded from gross income of the owners thereof for federal income tax purposes under Section 103 of the Code. Bond Counsel is further of the opinion that interest on the Series 2021 A Bonds is not treated as a preference item for purposes of the alternative minimum tax imposed by the Code on individuals. See "Certain Federal Tax Considerations" below.

Original Issue Premium. The initial public offering price of certain Series 2021 A Bonds may be greater than the stated redemption price thereof at maturity (the "Premium Bonds"). The difference between the initial public offering price for the Premium Bonds and the stated redemption price at maturity is "original issue premium". For federal income tax purposes original issue premium is amortizable periodically over the term of a Premium Bond through reductions in the holder's tax basis for the Premium Bonds for determining gain or loss from the sale or redemption prior to maturity. Amortizable premium is accounted for as reducing the tax-exempt interest on the Premium Bonds rather than crediting a deductible expense or loss. Purchasers of Series 2021 A Bonds should consult their tax advisors for an explanation of the accrual rules for original issue premium and any other federal, state or local tax consequences of the purchase of the Premium Bonds.

Original Issue Discount. The initial public offering price of certain Series 2021 A Bonds may be less than the stated redemption price thereof at maturity (each a "Discount Bond"). The difference between the initial public offering price for any such Discount Bond and the stated redemption price at maturity is "original issue discount". For federal income tax purposes, original issue discount of a Discount Bond accrues to the original holder of the Discount Bond over the period of its maturity based on the constant yield method compounded annually as interest with the same tax exemption and alternative minimum tax status (if applicable) as regular interest. The accrual of original issue discount increases the holder's tax basis in the Discount Bond for determining taxable gain or loss on the maturity, redemption, prior sale or other disposition of a

Discount Bond. Purchasers of the Series 2021 A Bonds should consult their tax advisors for an explanation of the accrual rules for original issue discount and any other federal, state or local tax consequences of the purchase of Series 2021 A Bonds with original issue discount.

Certain Federal Tax Considerations. Ownership of the Series 2021 A Bonds may result in collateral federal tax consequences to certain taxpayers, including, without limitation, financial institutions, S corporations with excess net passive income, property and casualty companies, individual recipients of social security or railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, foreign corporations that may be subject to the foreign branch profits tax, and taxpayers who may be deemed to have incurred indebtedness to purchase or carry the Series 2021 A Bonds. Bond Counsel will express no opinion with respect to these or any other collateral tax consequences of the ownership of the Series 2021 A Bonds. The nature and extent of the tax benefit to a taxpayer of ownership of the Series 2021 A Bonds will generally depend upon the particular nature of such taxpayer or such taxpayer's own particular circumstances, including other items of income or deduction. Accordingly, prospective purchasers of the Series 2021 A Bonds should consult their own tax advisors with respect to these and other collateral federal tax consequences resulting from ownership of the Series 2021 A Bonds.

Backup Withholding. Commencing with interest paid in 2006, interest paid on tax-exempt obligations such as the Series 2021 A Bonds is subject to information reporting to the Internal Revenue Service ("IRS") in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2021 A Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner's taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Changes in Law and Post-Issuance Events. Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2021 A Bonds for federal or state income tax purposes, and thus on the value or marketability of the Series 2021 A Bonds. This impact could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of interest on the Series 2021 A Bonds from gross income of the owners thereof for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Series 2021 A Bonds may occur. Prospective purchasers of Series 2021 A Bonds should consult their own tax advisors regarding such matters.

## **The Series 2021 B Bonds**

The following is a general discussion of certain of the anticipated federal tax consequences of the purchase, ownership and disposition of the Series 2021 B Bonds by the original purchasers of the Series 2021 B Bonds. Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Series 2021 B Bonds. This discussion is based upon the Code, regulations, rulings and decisions now in effect, all of which are subject to change at any time, possibly with retroactive

effect, and does not purport to deal with federal income tax consequences applicable to all categories of investors, some of which will be subject to special rules. This discussion assumes that Series 2021 B Bonds will be held as "capital assets" under the Code and that the Series 2021 B Bonds are owned by U.S. Holders (as defined below). Investors should consult their own tax advisors in determining the federal, state, local or other tax consequences to them of purchase, ownership and disposition of the Series 2021 B Bonds.

As used herein, the term "U.S. Holder" means a beneficial owner of a bond that is for United States federal income tax purposes (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or any State or any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source or (iv) a trust whose administration is subject to the primary jurisdiction of a court within the United States and which has one or more United States fiduciaries who have the authority to control all substantial decisions of the trust.

**INTEREST ON THE SERIES 2021 B BONDS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME OF THE OWNERS THEREOF FOR FEDERAL INCOME TAX PURPOSES.** The Authority will report annually (or more frequently if required) to owners of record and to the IRS in respect of interest paid on the Series 2021 B Bonds.

Under the Code, payments on the Series 2021 B Bonds may under certain circumstances, be subject to "backup withholding" at a rate equal to the fourth lowest rate of tax applicable under Section 1(c) of the Code. This withholding generally applies if the owner (i) fails to furnish such owner's social security number or other taxpayer identification number ("TIN"), (ii) furnishes an incorrect TIN, (iii) fails to properly report interest, dividends or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide such owner's securities broker with a certified statement, signed under penalties of perjury, that the TIN is correct and that such Bondholder is not subject to backup withholding. Owners of the Series 2021 B Bonds should consult their own tax advisors as to their qualification for exemption for backup withholding and the procedures for obtaining the exemption.

Generally, upon the sale, exchange, redemption, or other disposition (which would include a legal defeasance) of a taxable bond, a holder generally will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts attributable to accrued interest not previously includable in income) and such holder's adjusted tax basis in the bond.

The Authority may cause the deposit of moneys or securities in escrow in such amount and manner as to cause the Series 2021 B Bonds to be deemed to be no longer outstanding under the Indenture (a "defeasance"). For Federal income tax purposes, such defeasance could result in a deemed exchange under Section 1001 of the Code and a recognition by such owner of taxable income or loss, without any corresponding receipt of moneys. In addition, the character and timing of receipt of payments on the Series 2021 B Bonds subsequent to any such defeasance could also be affected.

## State Taxes

In the opinion of Bond Counsel, under the laws of the State, as enacted and construed on the date of original delivery of the Bonds, interest on the Bonds and gain from the sale thereof are not includible in gross income under the New Jersey Gross Income Tax Act.

## General

Bond Counsel is not rendering any opinion on any federal tax matters other than those described under the caption "TAX MATTERS." Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Bonds may affect the tax status of interest on the Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Bonds, or the interest thereon, if any action is taken with respect to the Bonds or the proceeds thereof upon the advice or approval of other counsel.

**ALL POTENTIAL PURCHASERS OF THE BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS IN ORDER TO UNDERSTAND THE IMPLICATIONS OF THE CODE.**

**THE FOREGOING IS NOT INTENDED AS AN EXHAUSTIVE RECITAL OF THE POTENTIAL TAX CONSEQUENCES OF HOLDING THE BONDS. PROSPECTIVE PURCHASERS OF THE BONDS SHOULD CONSULT THEIR TAX ADVISORS WITH RESPECT TO THE FEDERAL, STATE AND LOCAL TAX CONSEQUENCES OF OWNERSHIP OF THE BONDS.**

## CONTINUING DISCLOSURE

Pursuant to the requirements of paragraph (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), on the date of delivery of the Bonds, the Public University will enter into a Continuing Disclosure Agreement, with the Trustee, acting as Dissemination Agent, substantially in the form included as Appendix D to this Official Statement, in which the Public University will covenant, for the benefit of the holders of the Bonds.

Specifically, the Public University will covenant in the Continuing Disclosure Agreement to provide certain financial information and operating data and notice of certain enumerated events to the Municipal Securities Rulemaking Board through its electronic data program, Electronic Municipal Market Access ("EMMA"), or such other program required by Rule 15c2-12.

The Underwriters' obligation to purchase and accept delivery of the Bonds is conditioned upon their receiving, at or prior to the delivery of the Bonds, evidence that the Public University has made the continuing disclosure undertaking set forth in the Continuing Disclosure Agreement.

A failure by the Public University to observe, perform or comply with any covenant, condition or agreement on its part to be observed or performed in the Continuing Disclosure Agreement will not constitute an Event of Default under either the Indenture or the Lease Agreement, and the holders of the Bonds are limited to the remedies set forth in the Continuing Disclosure Agreement.

The Authority and the holders of the Bonds are recognized under the Continuing Disclosure Agreement as being third-party beneficiaries thereunder and may enforce any such right, remedy or claim conferred, given or granted thereunder in favor of the Trustee or the holders of the Bonds, as the case may be.

[The Public University notes the following: During the past five (5) years, certain audited financial statements were filed late. The Public University's (i) Fiscal Year 2018 audited financial statements were delayed in filing until on or about April 1, 2019, (ii) Fiscal Year 2019 audited financial statements were delayed in filing until on or about January 29, 2020, and (iii) Fiscal Year 2020 audited financial statements were delayed in filing until on or about February \_\_, 2021. The Public University relies on information received from the State of New Jersey related to pension and postemployment benefits other than pension contributions, which information was not fully received from the State of New Jersey in each instance until after the requisite filing date requirement pursuant to the Public University prior continuing disclosure undertakings, resulting in such delayed filings. These material amounts, pursuant to GASB 68 and 75, are reported in the Public University's financial statements. Upon receipt of the requisite information from the State of New Jersey, the Public University's Fiscal Year 2018, Fiscal Year 2019 and Fiscal Year 2020 audited financial statement filings were made as described above, and the Public University is now in compliance with all previous undertakings to provide continuing disclosure in compliance with the requirements of Rule 15c2-12.] [CONFIRM/UPDATED]

## 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 hereon, 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 GluckWalrath LLP, Freehold, New Jersey, Bond Counsel to the Authority. A copy of the approving opinion of Bond Counsel, in substantially the form provided in Appendix E hereto, will be available at the time of the delivery of the Bonds. Certain legal matters will be passed upon for the Underwriters by McCarter & English, LLP, Newark, New Jersey, and for the Public University by Hawkins Delafield & Wood, LLP, Newark, 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 Trust Indenture or the Agreement, or to secure the Bonds in the manner herein described.

#### **The Public University**

There is no litigation pending, or to the knowledge of the Public University threatened, contesting the Public University's ability to enter into the Agreement, nor is there any litigation pending or, to the knowledge of the Public University, threatened, which, if adversely determined, would materially adversely effect the financial condition or operation of the Public University, the transactions contemplated by this Official Statement or the validity of the Bonds or the Agreement.

### **INDEPENDENT AUDITORS**

The basic financial statements of New Jersey City University as of and for the years ended June 30, 2020 and 2019, included in Appendix B to this Official Statement, have been audited by KPMG LLP, Short Hills, New Jersey, independent auditors, as stated in their report appearing in Appendix B to this Official Statement.

### **FINANCIAL ADVISOR TO THE PUBLIC UNIVERSITY**

NW Financial Group, LLC (“NW Financial”) has been retained to act as financial advisor for the Public University in connection with the issuance of the Bonds. Although NW Financial has assisted in the preparation of this Official Statement, NW Financial is not obligated to undertake, and has not undertaken to make, any independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

### **FINANCIAL ADVISOR TO THE AUTHORITY**

The Authority has engaged PFM Financial Advisors LLC (“PFM”) to act as its financial advisor for this issue and as its Independent Registered Municipal Advisor for purposes of SEC Rule 15B-1(d)(3)(vi). PFM’s role has been limited to the final structuring and pricing of the Bonds. PFM did not participate in the preparation of this Official Statement. PFM’s fee is not contingent upon the sale and close of the Bonds.

### **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 U.S. Obligations to be deposited pursuant to the Escrow Deposit Agreements, and the interest payments to be made thereon, together with other available amounts to be deposited pursuant to the Escrow Deposit Agreements, will be sufficient to pay, when due, the principal and interest on the Bonds to be Refunded on their redemption date and (ii) the mathematical computations supporting the conclusion of Bond Counsel that interest on the Series 2021 A Bonds is excluded from gross income of the owners thereof for federal income tax purposes. The Verification Agent will express no opinion on the assumptions provided to it, nor as to the exemption from taxation of the interest on the Bonds.

## **UNDERWRITING**

Morgan Stanley & Co. LLC, as 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 University and the Underwriters, at an aggregate purchase price for the (i) Series 2021 A Bonds of \$\_\_\_\_\_ (said aggregate purchase price reflecting the par amount of the Series 2021 A Bonds, [plus/minus] a [net] original issue [premium/discount] of \$\_\_\_\_\_, and less an Underwriters’ discount of \$\_\_\_\_\_), and (ii) Series 2021 B Bonds of \$\_\_\_\_\_ (said aggregate purchase price reflecting the par amount of the Series 2021 B 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 prices 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 depositing Bonds into investment trusts) at prices lower than the public offering price.

The following paragraph has been furnished by Morgan Stanley & Co. LLC for inclusion in this Official Statement. Neither the Authority nor the Public University 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 University.

Morgan Stanley, one of the Underwriters of the Bonds, has entered into a retail distribution arrangement with Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, Morgan Stanley 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 may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Bonds.

## **MISCELLANEOUS**

The foregoing summaries of the provisions of the Act, the Resolution, the Bonds, the Trust Indenture, the 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. So far as any statements are made in this Official Statement involving estimates, projections or matters of opinion whether or not expressly so stated, such statements are intended as such and not as representations of fact.

Appendices A, B, C, D, E, F and G 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 as a contract or agreement between or among

The description of the Public University contained in Appendix A to this Official Statement, the financial statements of the Public University as of and for the years ended June 30, 2020 and 2019 which are included in Appendix B to this Official Statement and the information under the heading "CONTINUING DISCLOSURE" has been provided by the Public University.

The information herein regarding DTC has been provided by DTC and is not to be construed as a representation of either the Authority or the Public University.

This Official Statement has been executed and delivered by the Authority and the Public University.

**NEW JERSEY EDUCATIONAL  
FACILITIES AUTHORITY**

By: \_\_\_\_\_  
Name: Eric D. Brophy, Esq.  
Title: Executive Director

**NEW JERSEY CITY UNIVERSITY**

By: \_\_\_\_\_  
Name:  
Title:

**APPENDIX A**

**NEW JERSEY CITY UNIVERSITY**

**APPENDIX B**

**INDEPENDENT AUDITOR'S REPORT AND AUDITED FINANCIAL STATEMENTS  
OF NEW JERSEY CITY UNIVERSITY  
AS OF AND FOR THE YEARS ENDED JUNE 30, 2020 AND 2019**

**APPENDIX C**  
**FORMS OF CERTAIN LEGAL DOCUMENTS**

**APPENDIX D**  
**FORM OF CONTINUING DISCLOSURE AGREEMENT**

**APPENDIX E**  
**FORM OF OPINION OF BOND COUNSEL**

## APPENDIX F

### BONDS TO BE REFUNDED

<u>Series</u>	<u>Maturity Date</u>	<u>Outstanding Par Amount</u> *	<u>Dated Date</u>	<u>CUSIP No.</u> <sup>2</sup>
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## APPENDIX G

### SPECIMEN MUNICIPAL BOND INSURANCE POLICY

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<sup>2</sup>CUSIP is a registered trademark of the 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. This data is not intended to create a database and does not serve in any way as a substitute for Standard & Poor's Capital IQ. CUSIP numbers have been assigned by an independent company not affiliated with the Authority or the State of New Jersey and are included solely for the convenience of the registered owners of the Bonds to be Refunded. The Authority is not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as included herein. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds to be Refunded 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 to be Refunded.

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
EXTENDING THE ENGAGEMENT OF THE AUTHORITY'S  
INVESTMENT ADVISOR**

**Adopted: February 23, 2021**

- 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 (collectively, "Borrowers") 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:** The policies and procedures of the Authority with regard to the selection of professionals are governed, *inter alia*, by Executive Order No. 26 (Whitman) ("EO 26") which took effect on January 1, 1995, and which supersedes Executive Orders No. 79 and 92, and Executive Order No. 37 (Corzine) ("EO 37") which took effect on November 25, 2006; and
- WHEREAS:** Based upon the Authority's competitive request for proposal process under its standard procurement process and procedures and in accordance with EO 26 and EO 37, by resolution adopted on May 28, 2019 (the "Prior Resolution"), the members of the Authority approved the engagement of PFM Asset Management LLC (the "Firm") to serve as the Authority's Investment Advisor to manage the investing of: i) Authority Bond Funds, which are bond proceeds of the various financing transactions the Authority undertakes on behalf of Borrowers and the State of New Jersey (the "State"); ii) Authority Operating Funds which are monies used to pay Authority expenses, and revenues that flow into these funds represent initial and annual fees charged by the Authority to its Borrowers and the State in connection with the financings it undertakes; and iii) Other Post-Employment Benefit ("OPEB") Trust Funds of the Authority, for a period of twenty-four (24) months, commencing on May 28, 2019 and ending May 27, 2021 with two (2) additional and successive periods of twelve (12) months each at the discretion of the Authority unless terminated earlier in the sole discretion of the Authority; and
- WHEREAS:** The staff of the Authority has found the performance of the Firm to be extremely professional, knowledgeable and responsive; and

**WHEREAS:** Based on the excellent performance of the Firm, Authority staff recommends that the engagement of the Firm be extended for an additional period of twelve (12) months, commencing May 28, 2021, and ending May 27, 2022, and based upon the same fee structure as stated in the parties' Investment Advisory Agreement dated May 28, 2019; and

**WHEREAS:** The members of the Authority have determined that it is in the best interests of the Authority to extend the engagement of the Firm as recommended by the Authority staff.

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY THAT:**

**SECTION 1.** The Authority hereby authorizes an extension of PFM Asset Management LLC's appointment as the Authority's Investment Advisor for an additional twelve (12) month period, commencing May 28, 2021, and ending May 27, 2022, subject to the continuing terms and conditions set forth in the Prior Resolution, the parties' Investment Advisory Agreement dated May 28, 2019, and the terms and conditions set forth in this Resolution.

**SECTION 2.** The Authority hereby authorizes the Executive Director, the Deputy Executive Director or the Director of Finance/Controller, including any 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 the engagement of PFM Asset Management LLC as the Authority's Investment Advisor, including without limitation, executing agreements or amendments to 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. Hodes \_\_\_\_ and upon roll call the following members voted:

**AYE:** Joshua Hodes  
Ridgeley Hutchinson  
Louis Rodriguez  
Brian Bridges  
Elizabeth Maher Muoio (represented by Ryan Feeney)

**NAY:** None

**ABSTAIN:** None

**ABSENT:** None

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



103 COLLEGE ROAD EAST • PRINCETON, NEW JERSEY 08540  
 PHONE 609-987-0880 • FAX 609-987-0850 • www.njefa.com

**Date:** February 23, 2021

**To:** Members of the Authority

**Re:** Selection of a Printer

Below please find the procurement procedures that were undertaken with respect to the selection of a printer, for the term March 1, 2021 through February 29, 2024, and staff's recommendations with respect thereto.

### **Printer**

The purpose of this memo is to summarize the procurement procedures that were undertaken with respect to staff's recommendation for the selection of a firm to provide printing services.

On December 21, 2020 the Authority circulated a Request for Proposals (RFP) for Printing Services to a distribution list of twenty-three (23) firms. The RFP was also posted on the Authority's website and the State's website.

Three (3) responses were received via email and at the Authority's offices in Princeton, New Jersey. The proposals included fees for printing services for the Authority's annual report, "Building futures" newsletter, and other communications materials as requested, for a period of three (3) years commencing March 1, 2021 and ending February 29, 2024.

The Authority formed an Evaluation Committee in accordance with Paragraph 13 of Executive Order 37 (2006) consisting of the Authority's Public Information Officer and the Authority's Communications and IT Coordinator. The Evaluation Committee reviewed the responses based on factors outlined in Executive Order 37 (2006) and the RFP, which included but was not limited to consideration of the respective price quotations submitted. The proposals and their respective scores are as follows:

<b>Firm</b>	<b>Final Score</b>	<b>Rank</b>	<b>Fees</b>
Garrison Printing	71.25	3	\$5,656
<b>Hawk Graphics</b>	<b>85</b>	<b>1</b>	<b>\$3,030</b>
Jersey Printing	84.5	2	\$4,317

(Please note, the scoring noted above includes consideration of fees.)

**RECOMMENDATION:**

In accordance with the RFP evaluation process, the highest ranked firm, Hawk Graphics, is recommended to provide printing services to the Authority for the three-year term of the engagement.

The Authority's staff involvement in the procurement processes related to the above referenced professionals was completed as of the 10th day of February 2021.

By:   
Eric D. Brophy, Esq.

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
AUTHORIZING RETAINING OF PRINTING SERVICES FOR ANNUAL REPORTS,  
NEWSLETTERS AND OTHER COMMUNICATIONS MATERIALS AS NEEDED**

**Adopted: February 23, 2021**

**WHEREAS:** The New Jersey Educational Facilities Authority (the "Authority") was created pursuant to the New Jersey Educational Facilities Authority Law, L. 1967, c. 271, N.J.S.A. 18A:72A-1 et seq., as amended and supplemented (the "Act") and authorized to issue its obligations to provide a means for New Jersey ("State") public and private colleges and universities to obtain financing to construct educational facilities as defined in the Act; and

**WHEREAS:** The policies and procedures of the Authority with regard to the selection of professionals and procurement of contractors for services related to the Authority's general and business operations are governed, *inter alia*, and respectively, by Executive Order No. 26 (Whitman) ("EO 26") which took effect on January 1, 1995, and which supersedes Executive Orders No. 79 and 92, and Executive Order No. 37 (Corzine) ("EO 37") which took effect on November 25, 2006; and

**WHEREAS:** The staff of the Authority determined that it should engage a firm to provide printing services, and in accordance with EO 37, developed a Request for Proposal for Printing Services for NJEFA's 2020, 2021 and 2022 Annual Reports, Multiple Issues of NJEFA's Newsletter ("Building Futures"), Miscellaneous Communications and Special Project Materials as Needed (the "RFP"), issued December 21, 2020, and attached hereto as EXHIBIT A and incorporated herein by reference); and

**WHEREAS:** EO 37 established that public advertisement is not required where the contract price is below the bid threshold set forth by the State Treasurer pursuant to N.J.S.A. 52:34-7(b); and

**WHEREAS:** As the amount of the contract price for printing services was anticipated to be and is below the public bid threshold as set forth by the State Treasurer pursuant to N.J.S.A. 52:34-7(b), Authority staff, in accordance with EO 37, on December 21, 2020, the staff of the Authority advertised the solicitation by publishing the RFP on the Authority's and the State's websites and by simultaneously emailing the RFP to a distribution list maintained by Authority staff of twenty-three (23) printing services firms; and

**WHEREAS:** The Authority received proposals from three (3) firms in response to the RFP ("Proposals"); and

**WHEREAS:** The Authority formed an Evaluation Committee in accordance with EO 37 consisting of the Authority's Public Information Officer and Communications/IT Coordinator; and

**WHEREAS:** The Evaluation Committee reviewed the Proposals in accordance with EO 37 and on the basis of factors outlined in the RFP, which included, but was not limited to, strong consideration to the respective price quotations submitted; and

**WHEREAS:** The Evaluation Committee recommends the acceptance of the response submitted by Hawk Graphics (the "Firm"), which response ("Response") is attached hereto as EXHIBIT B and incorporated herein by reference, and recommends the engagement of the Firm to provide printing services for a three (3) year period commencing on March 1, 2021 and ending on February 29, 2024; and

**WHEREAS:** The Authority has determined that it would be in the best interests of the Authority to authorize the engagement of Hawk Graphics to provide printing services for a three (3) year period commencing on March 1, 2021 and ending on February 29, 2024 under the terms and conditions set forth in this Resolution, the RFP, and the Firm's Response.

**NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY AS FOLLOWS:**

**SECTION 1.** The Authority hereby authorizes the engagement of Hawk Graphics to provide printing services for a three (3) year period commencing on March 1, 2021 and ending on February 29, 2024 subject to the terms and conditions set forth in this Resolution, the RFP, and the Response.

**SECTION 2.** The Authority hereby authorize the Executive Director and/or the Deputy Executive Director, including any 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 or amendments of agreements.

**SECTION 3.** This resolution shall take effect in accordance with the Act.

\_\_\_\_ Secretary Bridges \_\_\_\_ 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  
Brian Bridges  
Elizabeth Maher Muoio (represented by Ryan Feeney)

**NAY:** None

**ABSTAIN:** None

**ABSENT:** None

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

New Jersey Educational Facilities Authority

## **REQUEST FOR PROPOSALS**

**FOR PRINTING SERVICES FOR NJEFA'S 2020, 2021 AND 2022 ANNUAL REPORTS, MULTIPLE ISSUES OF NJEFA'S NEWSLETTER ("BUILDING FUTURES"), MISCELLANEOUS COMMUNICATIONS AND SPECIAL PROJECT MATERIALS AS-NEEDED**



103 College Road East, 2<sup>nd</sup> Floor  
Princeton, NJ 08540

Date Issued: December 21, 2020

Question Cut-Off Date: 12:00 PM Noon EST January 21, 2021

Answer Cut-Off Date: 5:00 PM EST January 26, 2021

Due: 12:00 PM Noon EST February 1, 2021

# **NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**

## **REQUEST FOR PROPOSALS FOR**

### **PRINTING SERVICES**

**Date Issued: December 21, 2020**

#### **1.0 BACKGROUND OF THE AUTHORITY**

The New Jersey Educational Facilities Authority (“NJEFA” or “Authority”), an independent and self-supporting state entity, 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”), to provide a means for New Jersey public and private colleges and universities of higher education (the “Institutions”) to construct educational facilities through the financial resources of a public authority empowered to sell tax-exempt and taxable bonds, notes and other obligations. NJEFA is New Jersey’s primary issuer of municipal bonds to finance and refinance the construction and development of academic facilities at the Institutions.

The Authority finances and refinances various types of projects for Institutions of higher education in New Jersey. Projects include, but are not limited to, the construction, renovation and acquisition of residential, academic, and research facilities; libraries; technology infrastructures; student life and athletic facilities; parking structures; energy and utilities-related projects; and refinancing of existing debt. The Authority also, from time to time, issues State-backed bonds to fund the State of New Jersey’s Higher Education Capital Grant Programs.

The obligations issued by the Authority 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, and are not a pledge of the faith and credit of the State or of any such political subdivision thereof. The Authority has no taxing power. The obligations issued by the Authority are payable solely from amounts received by the Authority under the transaction documents and amounts on deposit in certain funds established under the transaction documents. The Authority’s State-backed bond programs for higher education provide that debt service will be paid by the State Treasurer pursuant to a contract between the Authority and the State Treasurer, subject to annual appropriation by the New Jersey State Legislature.

This solicitation of responses is being conducted pursuant to State laws, regulations and executive orders, specifically Executive Order No. 37 (Corzine, 2006) (“EO 37”), and the policies and procedures of the Authority with regard to procurement.

## **2.0 PURPOSE AND INTENT OF REQUEST FOR PROPOSALS**

The Authority is seeking proposals from qualified vendors to serve as the Authority's Printer for a three (3) year period commencing on or about March 1, 2021 and continuing through February 29, 2024. Nevertheless, NJEFA may terminate the contract at any time in its sole discretion.

NJEFA wishes to engage the services of a vendor to provide all services relating to the printing of NJEFA's 2020, 2021 and 2022 Annual Reports, multiple issues of its newsletter, Building Futures, and such other miscellaneous communications and special project materials as may be needed during the term of this engagement.

Annual Reports, newsletters and other publications covered under the terms of this contract are the sole ownership of NJEFA. Fees for services are contingent upon the successful delivery of publications or other productions covered under the terms of this contract. There is no guarantee that any or all of the publications referenced herein will be produced or will be produced using outside vendors or consultants to the Authority.

## **3.0 MINIMUM REQUIREMENTS**

A vendor must meet the following minimum requirements:

**3.1** Adobe InDesign or Equivalent software

**3.2** Digital production printing equipment

**3.3** Laser-printed FPO

Failure of a vendor to meet minimum requirements will result in immediate rejection of the vendor's proposal.

## **4.0 SCOPE OF SERVICES**

The vendor selected for this engagement shall provide printing services relating to the following approximated printing specifications:

### **4.1 Digital Printing of the Authority's 2020, 2021, and 2022 Annual Reports including:**

- 4.1.1** 36 pages (including cover), saddle-stitched, scored, full bleed. Finished size: 8.5 inches x 11 inches.
- Cover: 100-lb glossy white stock, digital print.
  - Interior pages: 80-lb glossy white stock, digital print.
- 4.1.2** Layout will be provided in Adobe InDesign or equivalent software and will be accompanied by a high-resolution PDF, laser-printed FPO and fonts as-needed.

- 4.1.3 Full color proof with color key required.
- 4.1.4 200 copies to be printed and delivered within 2 weeks of receipt of files.
- 4.1.5 The 2020 Annual Report shall be printed and ready for distribution on or about June 1, 2021. The 2021 Annual Report shall be printed and ready for distribution on or about June 1, 2022. The 2022 Annual Report shall be printed and ready for distribution on or about June 1, 2023.
- 4.1.6 No overs accepted.

**4.2 Digital Printing of multiple issues of NJEFA’s Newsletter, Building futures including:**

- 4.2.1 4 or 6-page issue: digitally printed on 11x17 coated, glossy 80-lb white stock, full bleed. Finished size: 8.5 inches x 11 inches, possible 8.5 x 11 insert.
- 4.2.2 Layout will be provided in Adobe InDesign or equivalent software and will be accompanied by a high-resolution PDF, laser-printed FPO and fonts as-needed.
- 4.2.3 Full color proof with color key required.
- 4.2.4 150 copies to be printed and delivered within 1 week of receipt of files.
- 4.2.5 No overs accepted.

**4.3 Other Communications and Special Project Materials on an as-needed basis during the term of this engagement. Fees for such special projects shall be negotiated at the time of assignment by NJEFA.**

**5.0 REQUIRED COMPONENTS OF THE VENDOR’S PROPOSAL IN RESPONSE TO THE REQUEST FOR PROPOSALS**

Each vendor submitting a proposal must follow the instructions contained in this RFP. Proposals must be in writing, should be completed in the most concise manner possible, and must contain all of the information requested, preferably in the order and format requested. All terms and conditions set forth in this RFP will be deemed to be incorporated by reference in their entirety into any proposal submitted by each vendor.

In responding to this RFP, please address the following areas:

**5.1** Provide the names, contact information, relevant experience and proposed roles of those individuals who will be directly responsible for serving the Authority on a day-to-day basis.

**5.2 Related Experience**

- Briefly describe your experience with clients similar to NJEFA.
- Briefly describe your presence within the State of New Jersey.
- Provide a listing of all New Jersey State, County and Municipal clients you have served since January 1, 2018 and include the following information:
  - Name of client.
  - Briefly describe the scope of services.
  - List publications/materials for which your firm has printed.
  - Any special services, recognition, awards or accolades you wish to highlight.

**5.3** Please describe the type of digital production printing equipment to be used in production of the Annual Reports and Newsletters. Please provide a statement as to why this equipment will provide a high-quality product satisfactory to the Authority.

**5.4 References**

Please provide three (3) references from current clients (within the past two years) and discuss the printing services you have provided or are currently providing to them.

**5.5 Proposed Fees**

Submit your Fee Proposal on the attached **EXHIBIT A**. Proposed fees as stated in the completed **EXHIBIT A** shall remain in effect for the duration of the term of the contract. The Authority reserves the right to negotiate final fees with the vendor selected to provide services.

Please note that fees for services will only be paid upon delivery of services.

The Authority places significant reliance on fee proposals and fee caps and expects the bidder/vendor to prepare them with care. Please understand that any deviation from the fee cap established for a transaction based on the scope of services described in this RFP for a specific matter will be considered only as the result of a material or unforeseeable substantial change in the structure or circumstances of the transaction and as agreed upon by the parties. The Authority expects to be consulted promptly if you feel that the most recent fee cap that you have provided is no longer accurate. A request for a proposed fee cap increase must

be in writing and the rates to be charged for actual services rendered must be set forth in a schedule of billing rates as provided for in this RFP response.

**5.6 Litigation**

Describe any pending, concluded or threatened litigation and/or investigations, administrative proceedings or federal or state investigations or audits, subpoenas or other information requests of or involving your firm or the owners, principals or employees which might materially affect your ability to serve the Authority. Describe the nature and status of the matter and the resolution, if any.

**5.7 Conflicts of Interest**

Describe any actual or potential conflicts of interest that might arise if your firm is selected to serve as printer to the Authority taking into consideration both the Authority and its college and university clients.

**5.8 Required Documents and Forms**

In addition to all required components of the Proposal as listed above, all documents and forms listed in the RFP Checklist referenced below must be timely submitted in order for your proposal to be considered responsive to this RFP.

**6.0 SUBMISSION OF THE PROPOSAL**

In order to be considered for appointment, your firm must submit two (2) original hard copies and (1) digital copy of your proposal addressing the specific requirements outlined herein by no later than **12:00 Noon EST on Monday, February 1, 2021** at the following location:

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
Attention: Edward DiFiglia, Public Information Officer  
103 College Road East, Second Floor  
Princeton, NJ 08540-6612**

The electronic copy of your proposal must be submitted to **[Ed.DiFiglia@njefa.nj.gov](mailto:Ed.DiFiglia@njefa.nj.gov)** no later than **12:00 Noon EST on Monday, February 1, 2021**.

Proposals received after **12:00 PM Noon EST on Monday, February 1, 2021** will not be considered. Please note that the Authority's office hours are Monday through Friday between 9:00 am and 5:00 pm.

Due to the Covid-19 pandemic, hard copies of the applications **MUST** be submitted by mail via USPS, FedEx, UPS, or similar service. No hand delivery or courier service deliveries will be accepted.

If due to delivery service delay, a vendor's proposal is received after **12:00 PM Noon EST on February 1, 2021**, the proposal shall be deemed responsive provided the vendor submits proof that but for delivery service delay, the vendor's proposal would have been received by the Authority prior to the stated deadline.

All inquiries related to this RFP must be received by **12:00 PM Noon EST on Thursday, January 21, 2021** and directed in writing via email or fax to:

**Edward DiFiglia**  
**Public Information Officer**  
**Email: [Ed.DiFiglia@njefa.nj.gov](mailto:Ed.DiFiglia@njefa.nj.gov)**  
**Facsimile: (609) 987-0850**

No vendor submitting a proposal may make any inquiries concerning this RFP, except as expressly set forth herein, to any other NJEFA or Institution employee, Board member, or other state official until final selections have been determined.

If the Authority determines that any answers to such inquiries should be provided to all potential bidders, the answers will be posted on the Authority's website at [www.njefa.nj.gov](http://www.njefa.nj.gov) on or about **5:00 PM EST Tuesday, January 26, 2020**. It is your responsibility to check the Authority's website for any updates. All answers to inquiries or addenda shall be incorporated into and made part of this RFP.

The Authority assumes no responsibility and bears no liability for costs incurred in the preparation and submission of a proposal, or attendance of interviews, if any, in response to this RFP. The Authority assumes no responsibility and bears no liability for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

All documents and information submitted in response to this RFP will become property of the Authority and shall be open to inspection by members of the general public once the selection process is complete, in accordance with the "New Jersey Open Public Records Act" ("OPRA") (*N.J.S.A. 47:1A et seq.*), as amended, and including all applicable regulations and policies and applicable case law, including the New Jersey Right-to-Know law. In responding to an OPRA request, any proprietary and/or confidential information in a vendor's proposal will be redacted by the Authority. The vendor may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at *N.J.S.A. 47:1A-1.1*, when the vendor has a good faith legal and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential and will advise the vendor accordingly. The Authority will not honor any attempt by a vendor to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the vendor's assertion of confidentiality with which the Authority does not concur, the vendor shall be solely responsible for defending its designation.

## **7.0 SELECTION PROCESS**

In accordance with EO 37, the factors used to evaluate responsive proposals shall include, but are not limited to:

- The background, qualifications, skills and experience of the vendor and its staff;
- The vendor's degree of expertise;
- The rates or fees to be charged by the vendor;
- The Authority's prior experience with the vendor;
- The vendor's familiarity with the work, requirements, and systems of the Authority;
- The vendor's capacity to meet the requirements listed in the Scope of Services;
- The vendor's references; and,
- Geographical location of the vendor's offices.

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be reviewed and scored by an evaluation committee pursuant to the grading scale it creates and a recommendation for appointment will be made to the Authority's Board. The Authority reserves the right to request clarifying information subsequent to the submission of the proposal if necessary.

In making the appointment, strong consideration will be given to the respective price quotations submitted. The Authority reserves the right to establish a fee schedule that is acceptable to the vendor selected and to the Authority and to negotiate fees when appropriate.

The Authority reserves the right to request additional information if necessary or to request an interview with vendor(s) in which the evaluation committee will participate. The Authority also reserves the right to reject any and all submitted proposals with or without cause, and waive any irregularities or informalities in the proposals submitted.

The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Authority reserves the right to resolicit proposals.

## **8.0 ADDITIONAL TERMS AND CONDITIONS**

These additional terms and conditions are required by law as indicated herein. The below forms are hyperlinked in the following RFP Checklist and can be downloaded from the Department of the Treasury website at: <http://www.state.nj.us/treasury/purchase/forms.shtml>.

All statutes, regulations, and Executive Orders can be accessed online by visiting the NJ State Library's website at: [https://www.njstatelib.org/research\\_library/legal\\_resources/](https://www.njstatelib.org/research_library/legal_resources/).

### **8.1 Equal Employment Requirements and Anti-Discrimination Policy**

Vendors and bidders are required to comply with the requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27 et seq.* and the terms set forth in **EXHIBITS B-1 and B-2**.

### **8.2 Ownership Disclosure Form**

The Ownership Disclosure form addresses the requirements of *N.J.S.A. 52:25-24.2*, for any contract or service agreement.

**8.3 Form for Disclosure of Investigations and Other Actions Involving Vendor**

This form requires that the vendor/bidder list all officers and directors and to disclose certain information regarding the individuals.

**8.4 Form for Disclosure of Investment Activities in Iran**

Pursuant to *N.J.S.A. 52:32-58*, vendors must certify that neither the bidder, nor any of its parents, subsidiaries, and/or affiliates (as defined in *N.J.S.A. 52:32 – 56(e)(3)*), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in *N.J.S.A. 52:32 – 56(f)*. If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities.

**8.5 Affirmative Action Compliance**

*N.J.S.A. 10:5-31 to -34* and *N.J.A.C. 17:27.3.1 et seq.* addresses Affirmative Action Compliance. The vendor/bidder must submit to the Authority one of the following three documents:

- New Jersey Certificate of Employee Information Report
- Federal Letter of Approval Verifying a Federally Approved or Sanctioned Affirmative Action Program (dated within one (1) year of submission)
- Affirmative Action Employee Information Report (AA-302)

**8.6 Two-Year Chapter 51 and Executive Order No. 117 Certification and Disclosure of Political Contributions**

Pursuant to P.L. 2005, c. 51 (“Chapter 51”) and Executive Order No. 117 (Corzine 2008) (“Executive Order 117”), State departments, agencies and independent authorities, such as the Authority, are precluded from awarding contracts exceeding \$17,500 to vendors who make certain political contributions on and after October 15, 2004, to avoid any appearance that the selection of contracts is based on the contractors’ political contributions. The vendor(s) selected pursuant to this RFP shall be required to maintain compliance with Chapter 51 and Executive Order 117 during the term of its engagement.

If your firm has questions regarding the requirements of P.L. 2005, c. 51/Executive Order No. 117, please contact Edward DiFiglia, Public Information Officer, at 609-987-0880.

**8.7 Disclosure Requirement of P.L. 2005, c. 271.**

Pursuant to P.L. 2005, c. 271 (“Chapter 271”), at least ten (10) days prior to entering into any agreement or contract with a value over \$17,500 with the Authority, business entities are required to submit a disclosure of certain political contributions.

Vendors are also 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* (P.L. 2005, c. 271, Section 3) if your firm receives contracts with public entities, such as the Authority, in excess of \$50,000 or more in the aggregate in a calendar year. It is the vendor'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 [www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **8.8 New Jersey Business Registration**

Pursuant to *N.J.S.A. 52:32-44*, the Authority is prohibited from entering into a contract with any entity providing goods or services to the Authority unless the bidder/vendor/contractor has a valid New Jersey Business Registration Certificate (or interim registration) on file with the Division of Revenue and Enterprise Services within the New Jersey Department of the Treasury.

Pursuant to *N.J.S.A. 54:49-4.1*, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

To verify the registration status of your business and obtain a Business Registration Certificate visit the Division of Revenue website at: [https://www1.state.nj.us/TYTR\\_BRC/jsp/BRCLoginJsp.jsp](https://www1.state.nj.us/TYTR_BRC/jsp/BRCLoginJsp.jsp). If your firm is not already registered with the New Jersey Division of Revenue, the form should be completed online at the Division of Revenue website at: [www.state.nj.us/treasury/revenue/index.html](http://www.state.nj.us/treasury/revenue/index.html).

#### **8.9 Source Disclosure**

In accordance with Executive Order 129 (McGreevey 2004) and *N.J.S.A. 52:34-13.2* (P.L. 2005, c.92), all services performed pursuant to this RFP shall be performed within the United States.

#### **8.10 New Jersey Conflicts of Interest Law**

The New Jersey Conflicts of Interest Law, *N.J.S.A. 52:13D-12 et seq.* and Executive Order 189 (Kean, 1988), prohibit certain actions by persons or entities which provide goods or services to any State Agency.

#### **8.11 Obligation to Maintain Records**

The firm shall maintain all records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment under the RFP

unless otherwise specified in the RFP. Such records shall be made available to the Authority for audit and review upon request.

**8.12 Set-off for State Taxes**

Pursuant to *N.J.S.A. 54:49-19 et seq.* (P.L. 1995, c159), and notwithstanding the provision of any other law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under *N.J.S.A. 54:49-19*. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

**8.13 New Jersey State W-9**

No firm shall be paid unless a New Jersey State W-9 has been completed and is on file with the Authority.

**8.14 State of New Jersey SBE/MBE/WBE Certification**

Potential Small Business Vendors wishing to participate in the NJ State Set-Aside program may register their company with the New Jersey Division of Revenue and Enterprise Services, Small Business Enterprise Unit at: <https://www.njportal.com/DOR/SBERegistry/>

Firms that wish to become certified as a Minority and/or Women Business Enterprise may apply at: <https://www.nj.gov/njbusiness/contracting/>

**8.15 NJStart Vendor Registration**

It is recommended that all vendors register to use NJStart. It provides access to such information as the status of a vendor's Chapter 51 Certification, Business Registration, Ownership Disclosure, AA/EEOC Compliance and other required forms. Vendors can visit [www.njstart.gov](http://www.njstart.gov) and click on "Register" to start the process.

**8.16 Diane B. Allen Equal Pay Act**

Vendors and bidders are advised that pursuant to the Diane B. Allen Equal Pay Act, L. 2018, c. 9, any State Contractor providing services within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor

and Workforce Development. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>

#### **8.17 Local, State and Federal Laws**

The vendor must comply with all local, State and federal laws, rules and regulations applicable to this contract and to the services performed hereunder. All contractual arrangements shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

### **9.0 RFP CHECKLIST**

**The following RFP Checklist is to be executed by an authorized signer of your firm, and it is recommended that all required forms and documents listed therein be included and submitted with your proposal as contract award or authorization to the successful bidder is contingent upon receipt.**

<b>RFP CHECKLIST – It is recommended that all applicable and required forms and documents below be submitted simultaneously with the written proposal.</b>		<b>CHECK BOX IF INCLUDED</b>	
<b>PROPOSAL</b>	<b>1</b>	Your written proposal in response to this Request for Proposals.  Please Note: Written proposals that do not address all items listed in Section 5.0 above, “Required Components of the Proposal”, will not be evaluated and will be rejected as non-responsive.	<input type="checkbox"/>
	<b>EXHIBITS</b>	<b>2</b>	<b>EXHIBIT A - Fee Proposal to NJEFA</b>
<b>3</b>		<b>EXHIBIT B-1 - Mandatory Equal Employment Opportunity Language – <i>Please sign to indicate acceptance and acknowledgment.</i></b>	<input type="checkbox"/>
<b>4</b>		<b>EXHIBIT B-2 – Acknowledgment of State Policy Prohibiting Discrimination in the Workplace</b>	<input type="checkbox"/>
<b>5</b>		<b>EXHIBIT C – Certification of No Change (If applicable. See 9b below.)</b>	<input type="checkbox"/>
<b>DIVISION OF PURCHASE &amp; PROPERTY FORMS</b>	<b>6</b>	<a href="#">Ownership Disclosure Form</a>	<input type="checkbox"/>
	<b>7</b>	<a href="#">Disclosure of Investigations and Other Actions Involving Vendor</a>	<input type="checkbox"/>
	<b>8</b>	<a href="#">Disclosure of Investment Activities in Iran</a>	<input type="checkbox"/>
	<b>9</b>	Affirmative Action Compliance (submit <b>one</b> of the following)	
		a. New Jersey Certificate of Employee Information Report	<input type="checkbox"/>
		b. Federal Letter of Approval Verifying a Federally Approved or Sanctioned Affirmative Action Program (dated within one (1) year of submission of Proposal)	<input type="checkbox"/>
		c. <a href="#">Affirmative Action Employee Information Report (AA-302)</a>	<input type="checkbox"/>
	<b>10</b>	Disclosure of Political Contributions (submit <b>one</b> of the following) a. <a href="#">Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions</a> b. Certification of No Change and Proof of Two-Year Approval (See <b>EXHIBIT C</b> for the Certification. Only for vendors who have previously submitted the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form.)	<input type="checkbox"/>
	<b>11</b>	<a href="#">Chapter 271 Vendor Certification and Political Disclosure Form</a>	<input type="checkbox"/>
	<b>12</b>	<a href="#">Proof of New Jersey Business Registration</a>	<input type="checkbox"/>
<b>13</b>	<a href="#">Source Disclosure Form</a>	<input type="checkbox"/>	
<b>14</b>	Small, Minority and/or Women-Owned Business Enterprise Certification or Documentation (if applicable)	<input type="checkbox"/>	

I hereby agree to the Additional Terms and Conditions set forth in Section 9.0 above and understand that all applicable and required documents and forms listed in this RFP Checklist must be provided to the Authority prior to contract award or authorization.

**Firm Name:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT B-1**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

*N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)*

*N.J.A.C. 17:27*

**GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2*, or a binding determination of the applicable county employment goals determined by the Division, pursuant to *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

**Firm Name:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EXHIBIT B-2**

**VENDOR ACKNOWLEDGMENT OF RECEIPT OF NEW JERSEY STATE POLICY  
PROHIBITING DISCRIMINATION IN THE WORKPLACE**

New Jersey Educational Facilities Authority is committed to establishing and maintaining a workplace environment that is free from discrimination or harassment.

Attached for your review is the New Jersey State Policy Prohibiting Discrimination in the Workplace, which must be distributed to all vendors/contractors with whom New Jersey Educational Facilities Authority has a direct relationship.

Please sign and return this Acknowledgment of Receipt to confirm you have received a copy of the New Jersey State Policy Prohibiting Discrimination in the Workplace.

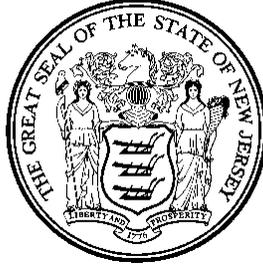
**Vendor Name:** \_\_\_\_\_

**Submitted By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## ***NEW JERSEY STATE POLICY PROHIBITING DISCRIMINATION IN THE WORKPLACE***

### **I. POLICY**

#### **a. Protected Categories**

The State of New Jersey is committed to providing every State employee and prospective State employee with a work environment free from prohibited discrimination or harassment. Under this policy, forms of employment discrimination or harassment based upon the following protected categories are prohibited and will not be tolerated: race, creed, color, national origin, nationality, ancestry, age, sex/gender, pregnancy, marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

To achieve the goal of maintaining a work environment free from discrimination and harassment, the State of New Jersey strictly prohibits the conduct that is described in this policy. This is a zero tolerance policy. This means that the State and its agencies reserve the right to take either disciplinary action, if appropriate, or other corrective action, to address any unacceptable conduct that violates this policy, regardless of whether the conduct satisfies the legal definition of discrimination or harassment.

#### **b. Applicability**

Prohibited discrimination/harassment undermines the integrity of the employment relationship, compromises equal employment opportunity, debilitates morale, and interferes with work productivity. Thus, this policy applies to all employees and applicants for employment in State departments, commissions, State colleges or universities, agencies, and authorities (hereafter referred to in this section as “State agencies” or “State agency”). The State of New Jersey will not tolerate harassment or discrimination by anyone in the workplace including supervisors, coworkers, employees of Gubernatorial Transition Offices, or persons doing business with the State. This policy also applies to conduct that occurs in the workplace and conduct that occurs at any location that can be

reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed). This policy also applies to posts on any social media site and/or electronic device, personal or business, that adversely affects the work environment defined by the State Policy.

This policy also applies to third party harassment. Third party harassment is unwelcome behavior involving any of the protected categories referred to in (a) above that is not directed at an individual but exists in the workplace and interferes with an individual's ability to do his or her job. Third party harassment based upon any of the aforementioned protected categories is prohibited by this policy.

## **II. PROHIBITED CONDUCT**

### **a. Defined**

It is a violation of this policy to engage in any employment practice or procedure that treats an individual less favorably based upon any of the protected categories referred to in (a) above. This policy pertains to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, demotion, discipline, compensation, fringe benefits, working conditions, and career development.

It is a violation of this policy to use derogatory or demeaning references regarding a person's race, gender, age, religion, disability, affectional or sexual orientation, ethnic background, or any other protected category set forth in (a) above. A violation of this policy can occur even if there was no intent on the part of an individual to harass or demean another.

Examples of behaviors that may constitute a violation of this policy include, but are not limited to:

- Discriminating against an individual with regard to terms and conditions of employment because of being in one or more of the protected categories referred to in (a) above;
- Treating an individual differently because of the individual's race, color, national origin, or other protected category, or because an individual has the physical, cultural, or linguistic characteristics of a racial, religious, or other protected category;
- Treating an individual differently because of marriage to, civil union to, domestic partnership with, or association with persons of a racial, religious, or other protected category; or due to the individual's membership in or association with an organization identified with the interests of a certain racial, religious, or other protected category; or because an individual's name, domestic partner's name, or spouse's name is associated with a certain racial, religious, or other protected category;

- Calling an individual by an unwanted nickname that refers to one or more of the above protected categories, or telling jokes pertaining to one or more protected categories;
- Using derogatory references with regard to any of the protected categories in any communication;
- Engaging in threatening, intimidating, or hostile acts toward another individual in the workplace because that individual belongs to, or is associated with, any of the protected categories; or
- Displaying or distributing materials, in the workplace or outside of the workplace that has an adverse impact on the work environment, including electronic communications, that contains derogatory or demeaning language or images pertaining to any of the protected categories.

b. Sexual Harassment

It is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of prohibited behaviors that may constitute sexual harassment and are, therefore, a violation of this policy include, but are not limited to:

- Generalized gender-based remarks and comments;
- Unwanted physical contact, such as intentional touching, grabbing, pinching, brushing against another's body, or impeding or blocking movement;
- Sexual physical contact that involves any form of coercion, force, or lack of consent, such as sexual assault;

- Verbal, written, or electronic sexually suggestive or obscene comments, jokes, or propositions, including letters, notes, e-mail, text messages, invitations, gestures, or inappropriate comments about a person's clothing;
- Visual contact, such as leering or staring at another's body; gesturing; displaying sexually suggestive objects, cartoons, posters, magazines, or pictures of scantily-clad individuals; or displaying sexually suggestive material on a bulletin board, on a locker room wall, or on a screen saver;
- Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention;
- Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluation, or promotional opportunity; or
- Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

### **III. EMPLOYEE RESPONSIBILITIES**

Any employee who believes that she/he or they have been subjected to any form of prohibited discrimination/harassment, or who witnesses others being subjected to such discrimination/harassment, should promptly report the incident(s) to a supervisor or directly to the State agency's Equal Employment Opportunity/Affirmative Action Officer or to any other persons designated by the State agency to receive workplace discrimination complaints. A person who wishes to take action about prohibited sexual physical contact can file a criminal complaint with law enforcement of the municipality where the incident occurred. That person can also make a criminal report and a report to his/her or their supervisor/manager and/or Equal Employment Opportunity/Affirmative Action Officer; one does not have to choose one or the other.

All employees are expected to cooperate with investigations undertaken pursuant to VI below. Failure to cooperate in an investigation may result in administrative and/or disciplinary action, up to and including termination of employment.

### **IV. SUPERVISOR RESPONSIBILITIES**

Supervisors shall make every effort to maintain a work environment that is free from any form of prohibited discrimination/harassment. Supervisors shall immediately refer allegations of prohibited discrimination/harassment to the State agency's Equal Employment Opportunity/Affirmative Action Officer, or any other individual designated by the State agency to receive complaints of workplace discrimination/harassment. A supervisor's failure to comply with these requirements may result in administrative and/or disciplinary action, up to and including termination of employment. For purposes of this section and in the State of New Jersey Model Procedures for Processing Internal

Complaints Alleging Discrimination in the Workplace (“Model Procedures”; N.J.A.C. 4A:7-3.2.), a supervisor is defined broadly to include any manager or other individual who has authority to control the work environment of any other staff member (for example, a project leader). N.J.A.C. 4A:7-3.1(e)

## **V. DISSEMINATION**

Each State agency shall annually distribute the policy described in this section, or a summarized notice of it, to all of its employees, including part-time and seasonal employees. The policy, or summarized notice of it, shall also be posted in conspicuous locations throughout the buildings and grounds of each State agency (that is, on bulletin boards or on the State agency’s intranet site). The Department of the Treasury shall distribute the policy to Statewide vendors/contractors, whereas each State agency shall distribute the policy to vendors/contractors with whom the State agency has a direct relationship.

## **VI. COMPLAINT PROCESS**

Each State agency shall follow the State of New Jersey Model Procedures for Processing Internal Complaints Alleging Discrimination in the Workplace with regard to reporting, investigating, and where appropriate, remediating claims of discrimination/harassment. See N.J.A.C. 4A:7-3.2 and N.J.S.A. 11A:7-3. Each State agency is responsible for designating an individual, or individuals, to receive complaints of discrimination/harassment, investigating such complaints, and recommending appropriate remediation of such complaints. In addition to the Equal Employment Opportunity/Affirmative Action Officer, each State agency shall designate an alternate person to receive claims of discrimination/harassment.

All investigations of discrimination/harassment claims shall be conducted in a way that respects, to the extent possible, the privacy of all the persons involved. The investigations shall be conducted in a prompt, thorough, and impartial manner. The results of the investigation shall be forwarded to the respective State agency head to make a final decision as to whether a violation of the policy has been substantiated.

Where a violation of this policy is found to have occurred, the State agency shall take prompt and appropriate remedial action to stop the behavior and deter its reoccurrence. The State agency shall also have the authority to take prompt and appropriate remedial action, such as moving two employees apart, before a final determination has been made regarding whether a violation of this policy has occurred.

The remedial action taken may include counseling, training, intervention, mediation, and/or the initiation of disciplinary action up to and including termination of employment.

Each State agency shall maintain a written record of the discrimination/harassment complaints received. Written records, consisting of the investigative report and any

attachments, including witness statements, shall be maintained as confidential records to the extent practicable and appropriate and will maintain so indefinitely.

## **VII. PROHIBITION AGAINST RETALIATION**

Retaliation against any employee who alleges that she/he or they were the victim of discrimination/harassment, provides information in the course of an investigation into claims of discrimination/harassment in the workplace, or opposes a discriminatory practice, is prohibited by this policy. No employee bringing a complaint, providing information for an investigation, or testifying in any proceeding under this policy shall be subjected to adverse employment consequences based upon such involvement or be the subject of other retaliation.

Following are examples of prohibited actions taken against an employee because the employee has engaged in activity protected by this subsection:

- Termination of an employee;
- Failing to promote an employee;
- Altering an employee's work assignment for reasons other than legitimate business reasons;
- Imposing or threatening to impose disciplinary action on an employee for reasons other than legitimate business reasons; or
- Ostracizing an employee (for example, excluding an employee from an activity or privilege offered or provided to all other employees).

## **VIII. FALSE ACCUSATIONS AND INFORMATION**

The burden is on the complainant to articulate a sufficient nexus between the alleged conduct to a protected category pursuant to the State Policy. An employee who knowingly makes a false accusation of prohibited discrimination/harassment or knowingly provides false information in the course of an investigation of a complaint, will be subjected to administrative and/or disciplinary action, up to and including termination of employment. Complaints made in good faith, however, even if found to be unsubstantiated, shall not be considered a false accusation.

## **IX. CONFIDENTIALITY**

All complaints and investigations shall be handled, to the extent possible, in a manner that will protect the privacy interests of those involved. To the extent practical and appropriate under the circumstances, confidentiality shall be maintained throughout the investigative process. In the course of an investigation, it may be necessary to discuss the claims with the person(s) against whom the complaint was filed and other persons who may have relevant knowledge or who have a legitimate need to know about the matter. In order to protect the integrity of the investigation, minimize the risk of retaliation against the individuals participating in the investigative process, and protect the important privacy interests of all concerned, the EEO/AA Officer/investigator shall request that all

persons interviewed, including witnesses, not discuss any aspect of the investigation with others, unless there is a legitimate business reason to disclose such information.

## **X. ADMINISTRATIVE AND/OR DISCIPLINARY ACTION**

Any employee found to have violated any portion or portions of this policy may be subject to appropriate administrative and/or disciplinary action which may include, but which shall not be limited to: referral for training, referral for counseling, written or verbal reprimand, suspension, reassignment, demotion, or termination of employment. Referral to another appropriate authority for review for possible violation of State and Federal statutes may also be appropriate.

## **XI. TRAINING**

All State agencies shall provide all new employees with training on the policy and procedures set forth in this section within a reasonable period of time after each new employee's appointment date. Refresher training shall be provided to all employees, including supervisors, within a reasonable period of time. All State agencies shall also provide supervisors with training on a regular basis regarding their obligations and duties under the policy and regarding procedures set forth in this section.

State employees responsible for managing and investigating complaints of harassment or discrimination, in consultation with the Division of EEO/AA and another organization with expertise in response to and prevention of sexual violence, such as the Department of Law and Public Safety and the New Jersey Coalition Against Sexual Assault, shall receive additional training. Each State employee who receives such additional training shall complete a refresher course every three years.

Issued: December 16, 1999

Revised: June 3, 2005

Revised: September 5, 2013

Revised: September 11, 2019

Revised: August 19, 2020

See N.J.A.C. 4A:7-3.1, N.J.A.C. 4A:7-3.2 and N.J.S.A. 11A:7-3

**EXHIBIT C**

P.L. 2005, c. 51 / Executive Order No. 117  
Certification of No Change

I, \_\_\_\_\_ the \_\_\_\_\_ of \_\_\_\_\_ in connection with the Request for Proposals for Printing Services issued by the New Jersey Educational Facilities Authority (the "Authority") do hereby certify 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 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 therein and herein in connection with the RFP.

IN WITNESS WHEREOF, we have executed this Certification as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
[NAME OF FIRM]

**Submitted By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Firm's EIN:** \_\_\_\_\_

ATTENTION: Please attach proof of your firm's two-year approval date.

New Jersey Educational Facilities Authority

## REQUEST FOR PROPOSALS

**FOR PRINTING SERVICES FOR NJEFA'S 2020, 2021 AND 2022 ANNUAL REPORTS, MULTIPLE ISSUES OF NJEFA'S NEWSLETTER ("BUILDING FUTURES"), MISCELLANEOUS COMMUNICATIONS AND SPECIAL PROJECT MATERIALS AS-NEEDED**



103 College Road East, 2<sup>nd</sup> Floor  
Princeton, NJ 08540

Date Issued: December 21, 2020

Question Cut-Off Date: 12:00 PM Noon EST January 21, 2021

Answer Cut-Off Date: 5:00 PM EST January 26, 2021

Due: 12:00 PM Noon EST February 1, 2021

# NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

## REQUEST FOR PROPOSALS FOR

### PRINTING SERVICES

Date Issued: December 21, 2020

#### 1.0 BACKGROUND OF THE AUTHORITY

The New Jersey Educational Facilities Authority (“NJEFA” or “Authority”), an independent and self-supporting state entity, 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”), to provide a means for New Jersey public and private colleges and universities of higher education (the “Institutions”) to construct educational facilities through the financial resources of a public authority empowered to sell tax-exempt and taxable bonds, notes and other obligations. NJEFA is New Jersey’s primary issuer of municipal bonds to finance and refinance the construction and development of academic facilities at the Institutions.

The Authority finances and refinances various types of projects for Institutions of higher education in New Jersey. Projects include, but are not limited to, the construction, renovation and acquisition of residential, academic, and research facilities; libraries; technology infrastructures; student life and athletic facilities; parking structures; energy and utilities-related projects; and refinancing of existing debt. The Authority also, from time to time, issues State-backed bonds to fund the State of New Jersey’s Higher Education Capital Grant Programs.

The obligations issued by the Authority 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, and are not a pledge of the faith and credit of the State or of any such political subdivision thereof. The Authority has no taxing power. The obligations issued by the Authority are payable solely from amounts received by the Authority under the transaction documents and amounts on deposit in certain funds established under the transaction documents. The Authority’s State-backed bond programs for higher education provide that debt service will be paid by the State Treasurer pursuant to a contract between the Authority and the State Treasurer, subject to annual appropriation by the New Jersey State Legislature.

This solicitation of responses is being conducted pursuant to State laws, regulations and executive orders, specifically Executive Order No. 37 (Corzine, 2006) (“EO 37”), and the policies and procedures of the Authority with regard to procurement.

## **2.0 PURPOSE AND INTENT OF REQUEST FOR PROPOSALS**

The Authority is seeking proposals from qualified vendors to serve as the Authority's Printer for a three (3) year period commencing on or about March 1, 2021 and continuing through February 29, 2024. Nevertheless, NJEFA may terminate the contract at any time in its sole discretion.

NJEFA wishes to engage the services of a vendor to provide all services relating to the printing of NJEFA's 2020, 2021 and 2022 Annual Reports, multiple issues of its newsletter, Building Futures, and such other miscellaneous communications and special project materials as may be needed during the term of this engagement.

Annual Reports, newsletters and other publications covered under the terms of this contract are the sole ownership of NJEFA. Fees for services are contingent upon the successful delivery of publications or other productions covered under the terms of this contract. There is no guarantee that any or all of the publications referenced herein will be produced or will be produced using outside vendors or consultants to the Authority.

## **3.0 MINIMUM REQUIREMENTS**

A vendor must meet the following minimum requirements:

**3.1** Adobe InDesign or Equivalent software

**3.2** Digital production printing equipment

**3.3** Laser-printed FPO

Failure of a vendor to meet minimum requirements will result in immediate rejection of the vendor's proposal.

## **4.0 SCOPE OF SERVICES**

The vendor selected for this engagement shall provide printing services relating to the following approximated printing specifications:

### **4.1 Digital Printing of the Authority's 2020, 2021, and 2022 Annual Reports including:**

- 4.1.1** 36 pages (including cover), saddle-stitched, scored, full bleed. Finished size: 8.5 inches x 11 inches.
- Cover: 100-lb glossy white stock, digital print.
  - Interior pages: 80-lb glossy white stock, digital print.
- 4.1.2** Layout will be provided in Adobe InDesign or equivalent software and will be accompanied by a high-resolution PDF, laser-printed FPO and fonts as-needed.

4.1.3 Full color proof with color key required.

4.1.4 200 copies to be printed and delivered within 2 weeks of receipt of files.

4.1.5 The 2020 Annual Report shall be printed and ready for distribution on or about June 1, 2021. The 2021 Annual Report shall be printed and ready for distribution on or about June 1, 2022. The 2022 Annual Report shall be printed and ready for distribution on or about June 1, 2023.

4.1.6 No overs accepted.

**4.2 Digital Printing of multiple issues of NJEFA's Newsletter, Building futures including:**

4.2.1 4 or 6-page issue: digitally printed on 11x17 coated, glossy 80-lb white stock, full bleed. Finished size: 8.5 inches x 11 inches, possible 8.5 x 11 insert.

4.2.2 Layout will be provided in Adobe InDesign or equivalent software and will be accompanied by a high-resolution PDF, laser-printed FPO and fonts as-needed.

4.2.3 Full color proof with color key required.

4.2.4 150 copies to be printed and delivered within 1 week of receipt of files.

4.2.5 No overs accepted.

**4.3 Other Communications and Special Project Materials on an as-needed basis during the term of this engagement. Fees for such special projects shall be negotiated at the time of assignment by NJEFA.**

**5.0 REQUIRED COMPONENTS OF THE VENDOR'S PROPOSAL IN RESPONSE TO THE REQUEST FOR PROPOSALS**

Each vendor submitting a proposal must follow the instructions contained in this RFP. Proposals must be in writing, should be completed in the most concise manner possible, and must contain all of the information requested, preferably in the order and format requested. All terms and conditions set forth in this RFP will be deemed to be incorporated by reference in their entirety into any proposal submitted by each vendor.

In responding to this RFP, please address the following areas:

**5.1** Provide the names, contact information, relevant experience and proposed roles of those individuals who will be directly responsible for serving the Authority on a day-to-day basis.

**5.2 Related Experience**

- Briefly describe your experience with clients similar to NJEFA.
- Briefly describe your presence within the State of New Jersey.
- Provide a listing of all New Jersey State, County and Municipal clients you have served since January 1, 2018 and include the following information:
  - Name of client.
  - Briefly describe the scope of services.
  - List publications/materials for which your firm has printed.
  - Any special services, recognition, awards or accolades you wish to highlight.

**5.3** Please describe the type of digital production printing equipment to be used in production of the Annual Reports and Newsletters. Please provide a statement as to why this equipment will provide a high-quality product satisfactory to the Authority.

**5.4 References**

Please provide three (3) references from current clients (within the past two years) and discuss the printing services you have provided or are currently providing to them.

**5.5 Proposed Fees**

Submit your Fee Proposal on the attached **EXHIBIT A**. Proposed fees as stated in the completed **EXHIBIT A** shall remain in effect for the duration of the term of the contract. The Authority reserves the right to negotiate final fees with the vendor selected to provide services.

Please note that fees for services will only be paid upon delivery of services.

The Authority places significant reliance on fee proposals and fee caps and expects the bidder/vendor to prepare them with care. Please understand that any deviation from the fee cap established for a transaction based on the scope of services described in this RFP for a specific matter will be considered only as the result of a material or unforeseeable substantial change in the structure or circumstances of the transaction and as agreed upon by the parties. The Authority expects to be consulted promptly if you feel that the most recent fee cap that you have provided is no longer accurate. A request for a proposed fee cap increase must

be in writing and the rates to be charged for actual services rendered must be set forth in a schedule of billing rates as provided for in this RFP response.

**5.6 Litigation**

Describe any pending, concluded or threatened litigation and/or investigations, administrative proceedings or federal or state investigations or audits, subpoenas or other information requests of or involving your firm or the owners, principals or employees which might materially affect your ability to serve the Authority. Describe the nature and status of the matter and the resolution, if any.

**5.7 Conflicts of Interest**

Describe any actual or potential conflicts of interest that might arise if your firm is selected to serve as printer to the Authority taking into consideration both the Authority and its college and university clients.

**5.8 Required Documents and Forms**

In addition to all required components of the Proposal as listed above, all documents and forms listed in the RFP Checklist referenced below must be timely submitted in order for your proposal to be considered responsive to this RFP.

**6.0 SUBMISSION OF THE PROPOSAL**

In order to be considered for appointment, your firm must submit two (2) original hard copies and (1) digital copy of your proposal addressing the specific requirements outlined herein by no later than **12:00 Noon EST on Monday, February 1, 2021** at the following location:

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
Attention: Edward DiFiglia, Public Information Officer  
103 College Road East, Second Floor  
Princeton, NJ 08540-6612**

The electronic copy of your proposal must be submitted to [Ed.DiFiglia@njefa.nj.gov](mailto:Ed.DiFiglia@njefa.nj.gov) no later than **12:00 Noon EST on Monday, February 1, 2021**.

Proposals received after **12:00 PM Noon EST on Monday, February 1, 2021** will not be considered. Please note that the Authority's office hours are Monday through Friday between 9:00 am and 5:00 pm.

Due to the Covid-19 pandemic, hard copies of the applications **MUST** be submitted by mail via USPS, FedEx, UPS, or similar service. No hand delivery or courier service deliveries will be accepted.

If due to delivery service delay, a vendor's proposal is received after **12:00 PM Noon EST on February 1, 2021**, the proposal shall be deemed responsive provided the vendor submits proof that but for delivery service delay, the vendor's proposal would have been received by the Authority prior to the stated deadline.

All inquiries related to this RFP must be received by **12:00 PM Noon EST on Thursday, January 21, 2021** and directed in writing via email or fax to:

**Edward DiFiglia**  
**Public Information Officer**  
**Email: Ed.DiFiglia@njefa.nj.gov**  
**Facsimile: (609) 987-0850**

No vendor submitting a proposal may make any inquiries concerning this RFP, except as expressly set forth herein, to any other NJEFA or Institution employee, Board member, or other state official until final selections have been determined.

If the Authority determines that any answers to such inquiries should be provided to all potential bidders, the answers will be posted on the Authority's website at [www.njefa.nj.gov](http://www.njefa.nj.gov) on or about **5:00 PM EST Tuesday, January 26, 2020**. It is your responsibility to check the Authority's website for any updates. All answers to inquiries or addenda shall be incorporated into and made part of this RFP.

The Authority assumes no responsibility and bears no liability for costs incurred in the preparation and submission of a proposal, or attendance of interviews, if any, in response to this RFP. The Authority assumes no responsibility and bears no liability for the disclosure of any information or material received in connection with this solicitation, whether by negligence or otherwise.

All documents and information submitted in response to this RFP will become property of the Authority and shall be open to inspection by members of the general public once the selection process is complete, in accordance with the "New Jersey Open Public Records Act" ("OPRA") (*N.J.S.A. 47:1A et seq.*), as amended, and including all applicable regulations and policies and applicable case law, including the New Jersey Right-to-Know law. In responding to an OPRA request, any proprietary and/or confidential information in a vendor's proposal will be redacted by the Authority. The vendor may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at *N.J.S.A. 47:1A-1.1*, when the vendor has a good faith legal and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential and will advise the vendor accordingly. The Authority will not honor any attempt by a vendor to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the vendor's assertion of confidentiality with which the Authority does not concur, the vendor shall be solely responsible for defending its designation.

## **7.0 SELECTION PROCESS**

In accordance with EO 37, the factors used to evaluate responsive proposals shall include, but are not limited to:

- The background, qualifications, skills and experience of the vendor and its staff;
- The vendor's degree of expertise;
- The rates or fees to be charged by the vendor;
- The Authority's prior experience with the vendor;
- The vendor's familiarity with the work, requirements, and systems of the Authority;
- The vendor's capacity to meet the requirements listed in the Scope of Services;
- The vendor's references; and,
- Geographical location of the vendor's offices.

All proposals will be reviewed to determine responsiveness. Non-responsive proposals will be rejected without evaluation. Responsive proposals will be reviewed and scored by an evaluation committee pursuant to the grading scale it creates and a recommendation for appointment will be made to the Authority's Board. The Authority reserves the right to request clarifying information subsequent to the submission of the proposal if necessary.

In making the appointment, strong consideration will be given to the respective price quotations submitted. The Authority reserves the right to establish a fee schedule that is acceptable to the vendor selected and to the Authority and to negotiate fees when appropriate.

The Authority reserves the right to request additional information if necessary or to request an interview with vendor(s) in which the evaluation committee will participate. The Authority also reserves the right to reject any and all submitted proposals with or without cause, and waive any irregularities or informalities in the proposals submitted.

The Authority further reserves the right to make such investigations as it deems necessary as to the qualifications of any and all vendors submitting proposals. In the event that all proposals are rejected, the Authority reserves the right to resolicit proposals.

## **8.0 ADDITIONAL TERMS AND CONDITIONS**

These additional terms and conditions are required by law as indicated herein. The below forms are hyperlinked in the following RFP Checklist and can be downloaded from the Department of the Treasury website at: <http://www.state.nj.us/treasury/purchase/forms.shtml>.

All statutes, regulations, and Executive Orders can be accessed online by visiting the NJ State Library's website at: [https://www.njstatelib.org/research\\_library/legal\\_resources/](https://www.njstatelib.org/research_library/legal_resources/).

### **8.1 Equal Employment Requirements and Anti-Discrimination Policy**

Vendors and bidders are required to comply with the requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27 et seq.* and the terms set forth in **EXHIBITS B-1 and B-2**.

### **8.2 Ownership Disclosure Form**

unless otherwise specified in the RFP. Such records shall be made available to the Authority for audit and review upon request.

**8.12 Set-off for State Taxes**

Pursuant to *N.J.S.A. 54:49-19 et seq.* (P.L. 1995, c159), and notwithstanding the provision of any other law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within thirty (30) days of such notice under the procedures for protests established under *N.J.S.A. 54:49-19*. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

**8.13 New Jersey State W-9**

No firm shall be paid unless a New Jersey State W-9 has been completed and is on file with the Authority.

**8.14 State of New Jersey SBE/MBE/WBE Certification**

Potential Small Business Vendors wishing to participate in the NJ State Set-Aside program may register their company with the New Jersey Division of Revenue and Enterprise Services, Small Business Enterprise Unit at: <https://www.njportal.com/DOR/SBERegistry/>

Firms that wish to become certified as a Minority and/or Women Business Enterprise may apply at: <https://www.nj.gov/njbusiness/contracting/>

**8.15 NJStart Vendor Registration**

It is recommended that all vendors register to use NJStart. It provides access to such information as the status of a vendor's Chapter 51 Certification, Business Registration, Ownership Disclosure, AA/EEOC Compliance and other required forms. Vendors can visit [www.njstart.gov](http://www.njstart.gov) and click on "Register" to start the process.

**8.16 Diane B. Allen Equal Pay Act**

Vendors and bidders are advised that pursuant to the Diane B. Allen Equal Pay Act, L. 2018, c. 9, any State Contractor providing services within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor

and Workforce Development. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>

**8.17 Local, State and Federal Laws**

The vendor must comply with all local, State and federal laws, rules and regulations applicable to this contract and to the services performed hereunder. All contractual arrangements shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

**9.0 RFP CHECKLIST**

**The following RFP Checklist is to be executed by an authorized signer of your firm, and it is recommended that all required forms and documents listed therein be included and submitted with your proposal as contract award or authorization to the successful bidder is contingent upon receipt.**

RFP CHECKLIST – It is recommended that all applicable and required forms and documents below be submitted simultaneously with the written proposal.		CHECK BOX IF INCLUDED	
PROPOSAL	1	Your written proposal in response to this Request for Proposals.  Please Note: Written proposals that do not address all items listed in Section 5.0 above, "Required Components of the Proposal", will not be evaluated and will be rejected as non-responsive.	<input checked="" type="checkbox"/>
	2	<b>EXHIBIT A - Fee Proposal to NJEFA</b>	<input checked="" type="checkbox"/>
EXHIBITS	3	<b>EXHIBIT B-1 - Mandatory Equal Employment Opportunity Language – Please sign to indicate acceptance and acknowledgment.</b>	<input checked="" type="checkbox"/>
	4	<b>EXHIBIT B-2 – Acknowledgment of State Policy Prohibiting Discrimination in the Workplace</b>	<input checked="" type="checkbox"/>
	5	<b>EXHIBIT C – Certification of No Change (If applicable. See 9b below.)</b>	<input checked="" type="checkbox"/>
DIVISION OF PURCHASE & PROPERTY FORMS	6	<u>Ownership Disclosure Form</u>	<input checked="" type="checkbox"/>
	7	<u>Disclosure of Investigations and Other Actions Involving Vendor</u>	<input checked="" type="checkbox"/>
	8	<u>Disclosure of Investment Activities in Iran</u>	<input checked="" type="checkbox"/>
	9	Affirmative Action Compliance (submit <b>one</b> of the following)	
		a. New Jersey Certificate of Employee Information Report	<input checked="" type="checkbox"/>
		b. Federal Letter of Approval Verifying a Federally Approved or Sanctioned Affirmative Action Program (dated within one (1) year of submission of Proposal)	<input type="checkbox"/>
		c. <u>Affirmative Action Employee Information Report (AA-302)</u>	<input checked="" type="checkbox"/>
	10	Disclosure of Political Contributions (submit <b>one</b> of the following) a. <u>Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions</u> b. <u>Certification of No Change and Proof of Two-Year Approval (See EXHIBIT C for the Certification. Only for vendors who have previously submitted the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form.)</u>	<input checked="" type="checkbox"/>
	11	<u>Chapter 271 Vendor Certification and Political Disclosure Form</u>	<input checked="" type="checkbox"/>
	12	<u>Proof of New Jersey Business Registration</u>	<input checked="" type="checkbox"/>
13	<u>Source Disclosure Form</u>	<input checked="" type="checkbox"/>	
14	Small, Minority and/or Women-Owned Business Enterprise Certification or Documentation (if applicable)	<input checked="" type="checkbox"/>	

I hereby agree to the Additional Terms and Conditions set forth in Section 9.0 above and understand that all applicable and required documents and forms listed in this RFP Checklist must be provided to the Authority prior to contract award or authorization.

Firm Name: Hawk Graphics, Inc

Submitted By: John A. Battaglini

Signature: John A. Battaglini

Title: President

Date: 1-25-21

# Hawk Graphics, Inc.

## Proposal

### 5.1 Gerard Vastola. 973-895-5569

Mr. Vastola has been with Hawk Graphics, Inc. for 26 years and has over 20 years experience working on digital printers. He will be the person working on your project, he is experienced and proficient in this field.

### 5.2 We work with many Townships, Municipalities and Schools and have a great working relationship with them. The experience with them from start to finish is one of ease. We have open communication which makes the whole process work even better.

We are a Commercial Printer located in Morris County, New Jersey. We are a family owned business with employees that have been with us for over 20 years.

Below is a list of our clients and the work we do for them:

1. Township of Randolph, 502 Millbrook Avenue, Randolph NJ 07869. We have worked with the Township for many years providing printing and mailing services for their Annual Report / Calendar, Township Quarterly Newsletter.
2. Franklin Township, 475 Demott Lane, Somerset, NJ 08873. We have worked with Franklin Township since 2013 providing printing and mailing services for their Quarterly Newsletter.
3. County College of Morris, 214 Center Grove Road, Randolph, NJ 07869. We have printed the Promethean Booklet for the college beginning in 2005 to present.
4. Plainsboro Township, 641 Plainsboro Road, Plainsboro NJ 08536. We have worked with Plainsboro for a while printing various forms, labels, reports, letterhead, business cards etc....
5. NJIT, 323 Dr. Martin Luther King Boulevard, Newark NJ 07102. We have worked with the college since 2015. We print various items including pocket folders, banners, postcards, brochures etc....
6. Township of Morris, 50 Woodland Avenue, Convent Station, NJ. We print a variety of material for the township. Municipal Calendar, Fall Newsletter, Spring/Summer Brochure, Fall/Winter Brochure, Swim Pool Brochure Application, Letterhead, Business Cards, Envelopes, Various Forms.

### 5.3 We use the following types of digital equipment:

Canon Image Press C10000VP

Vario Print Black and White

## Canon 700 Color

These printers are efficient and reliable and offer a wide range of media including heavyweight stocks, coated stocks and envelopes. They are consistent with quality and can handle diverse printing applications from large runs to short runs. Digital printers are an economical way to print important documents.

### 5.4 Please see below a list of client references

#### 1. Randolph Township, Janet Pollio 973-989-7042

As stated above, we print their Quarterly Newsletter and Annual Report / Calendar

#### 2. County College of Morris, Kathy McNeil 973-252-4251

As stated above, we print the Promethean Booklet once a year.

#### 3. Township of Morris, Virginia Murphy 973.326.7365

As stated above, we print various material.

EXHIBIT A

NJEFA FEE PROPOSAL FOR PRINTING

SERVICES Date Issued: December 21, 2020

FEE PROPOSAL TO NJEFA

Annual Report

Fees for printing the 2020, 2021, and 2022 Annual Reports should be based on the Scope of Services identified in Section 3.1 of the RFP for Printer Services.

Total fee for 2020 Annual Report	\$ <u>875.<sup>00</sup></u>
Total fee for 2021 Annual Report	\$ <u>875.<sup>00</sup></u>
Total fee for 2022 Annual Report	\$ <u>875.<sup>00</sup></u>

Annual Report Total: \$ 2625.<sup>00</sup>

Newsletter

Fees for the printing of multiple issues of NJEFA's newsletter, Building Futures, should be based on the Scope of Services identified in Section 3.2 of the RFP for Printer Services.

2021: Four-page issue	\$ <u>90.<sup>00</sup></u>	Six-page issue	\$ <u>135.<sup>00</sup></u>
2022: Four-page issue	\$ <u>90.<sup>00</sup></u>	Six-page issue	\$ <u>135.<sup>00</sup></u>
2023: Four-page issue	\$ <u>90.<sup>00</sup></u>	Six-page issue	\$ <u>135.<sup>00</sup></u>

Total: \$ 270.<sup>00</sup>

Total: \$ 405.<sup>00</sup>

Additional Expenses

If applicable, please identify the need for other special consultants or anticipated extraordinary expenses including, but not limited to, delivery charges, author's alterations and cost for additional color proofs.

\$ Ø

\$ Ø

\$ Ø

## EXHIBIT B-1

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

*N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)*

*N.J.A.C. 17:27*

### GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C. 17:27-5.2*, or a binding determination of the applicable county employment goals determined by the Division, pursuant to *N.J.A.C. 17:27-5.2*.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Firm Name: HAWK Graphics, Inc.

Submitted By: John A. Battagliano

Signature: John A. Battagliano

Title: President

Date: 1/25/21

**EXHIBIT B-2**

**VENDOR ACKNOWLEDGMENT OF RECEIPT OF NEW JERSEY STATE POLICY  
PROHIBITING DISCRIMINATION IN THE WORKPLACE**

New Jersey Educational Facilities Authority is committed to establishing and maintaining a workplace environment that is free from discrimination or harassment.

Attached for your review is the New Jersey State Policy Prohibiting Discrimination in the Workplace, which must be distributed to all vendors/contractors with whom New Jersey Educational Facilities Authority has a direct relationship.

Please sign and return this Acknowledgment of Receipt to confirm you have received a copy of the New Jersey State Policy Prohibiting Discrimination in the Workplace.

Vendor Name: Hawk Graphics, Inc  
Submitted By: John A. Battagliano  
Signature: John A. Battagliano  
Title: President  
Date: 1-25-21



***NEW JERSEY STATE  
POLICY PROHIBITING DISCRIMINATION IN THE WORKPLACE***

**I. POLICY**

a. Protected Categories

The State of New Jersey is committed to providing every State employee and prospective State employee with a work environment free from prohibited discrimination or harassment. Under this policy, forms of employment discrimination or harassment based upon the following protected categories are prohibited and will not be tolerated: race, creed, color, national origin, nationality, ancestry, age, sex/gender, pregnancy, marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability.

To achieve the goal of maintaining a work environment free from discrimination and harassment, the State of New Jersey strictly prohibits the conduct that is described in this policy. This is a zero tolerance policy. This means that the State and its agencies reserve the right to take either disciplinary action, if appropriate, or other corrective action, to address any unacceptable conduct that violates this policy, regardless of whether the conduct satisfies the legal definition of discrimination or harassment.

b. Applicability

Prohibited discrimination/harassment undermines the integrity of the employment relationship, compromises equal employment opportunity, debilitates morale, and interferes with work productivity. Thus, this policy applies to all employees and applicants for employment in State departments, commissions, State colleges or universities, agencies, and authorities (hereafter referred to in this section as "State agencies" or "State agency"). The State of New Jersey will not tolerate harassment or discrimination by anyone in the workplace including supervisors, coworkers, employees of Gubernatorial Transition Offices, or persons doing business with the State. This policy also applies to conduct that occurs in the workplace and conduct that occurs at any location that can be

reasonably regarded as an extension of the workplace (any field location, any off-site business-related social function, or any facility where State business is being conducted and discussed). This policy also applies to posts on any social media site and/or electronic device, personal or business, that adversely affects the work environment defined by the State Policy.

This policy also applies to third party harassment. Third party harassment is unwelcome behavior involving any of the protected categories referred to in (a) above that is not directed at an individual but exists in the workplace and interferes with an individual's ability to do his or her job. Third party harassment based upon any of the aforementioned protected categories is prohibited by this policy.

## **II. PROHIBITED CONDUCT**

### **a. Defined**

It is a violation of this policy to engage in any employment practice or procedure that treats an individual less favorably based upon any of the protected categories referred to in (a) above. This policy pertains to all employment practices such as recruitment, selection, hiring, training, promotion, transfer, assignment, layoff, return from layoff, termination, demotion, discipline, compensation, fringe benefits, working conditions, and career development.

It is a violation of this policy to use derogatory or demeaning references regarding a person's race, gender, age, religion, disability, affectional or sexual orientation, ethnic background, or any other protected category set forth in (a) above. A violation of this policy can occur even if there was no intent on the part of an individual to harass or demean another.

Examples of behaviors that may constitute a violation of this policy include, but are not limited to:

- Discriminating against an individual with regard to terms and conditions of employment because of being in one or more of the protected categories referred to in (a) above;
- Treating an individual differently because of the individual's race, color, national origin, or other protected category, or because an individual has the physical, cultural, or linguistic characteristics of a racial, religious, or other protected category;
- Treating an individual differently because of marriage to, civil union to, domestic partnership with, or association with persons of a racial, religious, or other protected category; or due to the individual's membership in or association with an organization identified with the interests of a certain racial, religious, or other protected category; or because an individual's name, domestic partner's name, or spouse's name is associated with a certain racial, religious, or other protected category;

- Calling an individual by an unwanted nickname that refers to one or more of the above protected categories, or telling jokes pertaining to one or more protected categories;
- Using derogatory references with regard to any of the protected categories in any communication;
- Engaging in threatening, intimidating, or hostile acts toward another individual in the workplace because that individual belongs to, or is associated with, any of the protected categories; or
- Displaying or distributing materials, in the workplace or outside of the workplace that has an adverse impact on the work environment, including electronic communications, that contains derogatory or demeaning language or images pertaining to any of the protected categories.

b. Sexual Harassment

It is a violation of this policy to engage in sexual (or gender-based) harassment of any kind, including hostile work environment harassment, quid pro quo harassment, or same-sex harassment. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of prohibited behaviors that may constitute sexual harassment and are, therefore, a violation of this policy include, but are not limited to:

- Generalized gender-based remarks and comments;
- Unwanted physical contact, such as intentional touching, grabbing, pinching, brushing against another's body, or impeding or blocking movement;
- Sexual physical contact that involves any form of coercion, force, or lack of consent, such as sexual assault;

- Verbal, written, or electronic sexually suggestive or obscene comments, jokes, or propositions, including letters, notes, e-mail, text messages, invitations, gestures, or inappropriate comments about a person's clothing;
- Visual contact, such as leering or staring at another's body; gesturing; displaying sexually suggestive objects, cartoons, posters, magazines, or pictures of scantily-clad individuals; or displaying sexually suggestive material on a bulletin board, on a locker room wall, or on a screen saver;
- Explicit or implicit suggestions of sex by a supervisor or manager in return for a favorable employment action such as hiring, compensation, promotion, or retention;
- Suggesting or implying that failure to accept a request for a date or sex would result in an adverse employment consequence with respect to any employment practice such as performance evaluation, or promotional opportunity; or
- Continuing to engage in certain behaviors of a sexual nature after an objection has been raised by the target of such inappropriate behavior.

### **III. EMPLOYEE RESPONSIBILITIES**

Any employee who believes that she/he or they have been subjected to any form of prohibited discrimination/harassment, or who witnesses others being subjected to such discrimination/harassment, should promptly report the incident(s) to a supervisor or directly to the State agency's Equal Employment Opportunity/Affirmative Action Officer or to any other persons designated by the State agency to receive workplace discrimination complaints. A person who wishes to take action about prohibited sexual physical contact can file a criminal complaint with law enforcement of the municipality where the incident occurred. That person can also make a criminal report and a report to his/her or their supervisor/manager and/or Equal Employment Opportunity/Affirmative Action Officer; one does not have to choose one or the other.

All employees are expected to cooperate with investigations undertaken pursuant to VI below. Failure to cooperate in an investigation may result in administrative and/or disciplinary action, up to and including termination of employment.

### **IV. SUPERVISOR RESPONSIBILITIES**

Supervisors shall make every effort to maintain a work environment that is free from any form of prohibited discrimination/harassment. Supervisors shall immediately refer allegations of prohibited discrimination/harassment to the State agency's Equal Employment Opportunity/Affirmative Action Officer, or any other individual designated by the State agency to receive complaints of workplace discrimination/harassment. A supervisor's failure to comply with these requirements may result in administrative and/or disciplinary action, up to and including termination of employment. For purposes of this section and in the State of New Jersey Model Procedures for Processing Internal

**EXHIBIT C**

P.L. 2005, c. 51 / Executive Order No. 117  
Certification of No Change

I, John A. Battaglia the President of Hawk Graphics, Inc in connection with the Request for Proposals for Printing Services issued by the New Jersey Educational Facilities Authority (the "Authority") do hereby certify 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 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 therein and herein in connection with the RFP.

IN WITNESS WHEREOF, we have executed this Certification as of this 25<sup>th</sup> day of January, 2021.

Hawk Graphics, Inc.  
[NAME OF FIRM]

Submitted By:

John A. Battaglia

Title:

President

Date:

1-25-21

Firm's EIN:

222 373 626

ATTENTION: Please attach proof of your firm's two-year approval date.



STATE OF NEW JERSEY  
 DEPARTMENT OF THE TREASURY  
 DIVISION OF PURCHASE AND PROPERTY  
 33 WEST STATE STREET, P.O. BOX 230  
 TRENTON, NEW JERSEY 08625-0230

**OWNERSHIP DISCLOSURE FORM**

BID SOLICITATION #: Printing Services VENDOR {BIDDER}: Hawk Graphics, Inc.

ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE THE INFORMATION REQUESTED PURSUANT TO N.J.S.A. 52:25-24.2.  
 PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

PART 1

Are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}? YES  NO

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein.

NAME	<u>John A. Battagliano</u>		
ADDRESS 1	<u>420 Lexington Ave</u>		
ADDRESS 2			
CITY	STATE	ZIP	
<u>Cranford</u>	<u>N.J.</u>	<u>07016</u>	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary.

**PART 2**

YES  NO

Of those entities disclosed above owning a 10% or greater interest in the Vendor {Bidder}, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed entities?

If you answered, "YES" above, you must disclose the following: (a) the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class; (b) all individual partners in the partnership who own a 10 percent or greater interest therein; or, (c) all members in the limited liability company who own a 10 percent or greater interest therein. Please note that this disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member, exceeding the 10 percent ownership criteria established in this act, has been identified.

Name of the entity listed above to which the disclosure below applies: \_\_\_\_\_

NAME	John A. Battaglia		
ADDRESS 1	420 Livingston Ave		
ADDRESS 2			
CITY	CRANFORD	STATE	NC
		ZIP	27016

NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

NAME			
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

Attach Additional Sheets If Necessary.

**PART 3**

As an alternative to completing this form, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

**DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM**

BID SOLICITATION #: Printing Services

VENDOR: Hawk Graphics, Inc.

**PART 1**

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.

**OFFICERS/DIRECTORS**

NAME	<u>John A. Battaglia</u>		
TITLE	<u>President</u>		
ADDRESS 1	<u>420 Lexington Ave</u>		
ADDRESS 2			
CITY	<u>Cranford</u>	STATE	<u>NJ</u> ZIP <u>07016</u>

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

NAME			
TITLE			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets If Necessary.

**PART 2**

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- |    |  | YES                      | NO                                  |
|----|--|--------------------------|-------------------------------------|
| 1. | Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. | Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. | Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. | Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. | Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.  
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

**PART 3  
PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, the disposition.

<b>PERSON OR ENTITY NAME</b>	_____	
<b>CONTACT NAME</b>	_____	<b>PHONE NUMBER</b> _____
<b>CASE CAPTION</b>	_____	
<b>INCEPTION OF THE INVESTIGATION</b>	_____	<b>CURRENT STATUS</b> _____
<b>SUMMARY OF INVESTIGATION</b>	_____ _____ _____	

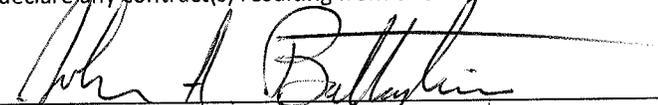
<b>PERSON OR ENTITY NAME</b>	_____	
<b>CONTACT NAME</b>	_____	<b>PHONE NUMBER</b> _____
<b>CASE CAPTION</b>	_____	
<b>INCEPTION OF THE INVESTIGATION</b>	_____	<b>CURRENT STATUS</b> _____
<b>SUMMARY OF INVESTIGATION</b>	_____ _____ _____	

<b>PERSON OR ENTITY NAME</b>	_____	
<b>CONTACT NAME</b>	_____	<b>PHONE NUMBER</b> _____
<b>CASE CAPTION</b>	_____	
<b>INCEPTION OF THE INVESTIGATION</b>	_____	<b>CURRENT STATUS</b> _____
<b>SUMMARY OF INVESTIGATION</b>	_____ _____ _____	

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

  
 \_\_\_\_\_  
 Signature  
 John A. Battaglin / President  
 \_\_\_\_\_  
 Print Name and Title

\_\_\_\_\_  
 Date 1-25-21



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230**

**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

**BID SOLICITATION #:** Printing Services **VENDOR/BIDDER:** Hawk Graphics, Inc.

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES  
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**

- A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
- OR**
- B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

**ENTITY NAME:** \_\_\_\_\_  
**RELATIONSHIP TO VENDOR/BIDDER:** \_\_\_\_\_  
**DESCRIPTION OF ACTIVITIES:** \_\_\_\_\_  
**DURATION OF ENGAGEMENT:** \_\_\_\_\_  
**ANTICIPATED CESSATION DATE:** \_\_\_\_\_  
**VENDOR/BIDDER CONTACT NAME:** \_\_\_\_\_  
**VENDOR/BIDDER CONTACT PHONE No.:** \_\_\_\_\_  
*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature: John A. Battaglini Date: 1-25-21  
 Print Name and Title: John A. Battaglini/President

# CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-AUG-2020** to **15-AUG-2027**



HAWK GRAPHICS INC.  
1248 SUSSEX TPKE., PO BOX 308  
MT. FREEDOM NJ 07970



A handwritten signature in cursive script, appearing to read "Elizabeth M. Muoio".

ELIZABETH MAHER MUOIO  
State Treasurer

# INFORMATION AND INSTRUCTIONS

## For Completing the “Two-Year Vendor Certification and Disclosure of Political Contributions” Chapter 51 Form

### **Background Information**

On September 22, 2004, then-Governor James E. McGreevey issued E.O. 134, the purpose of which was to insulate the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. To this end, E.O. 134 prohibited State departments, agencies and authorities from entering into contracts exceeding \$17,500 with individuals or entities that made certain political contributions. E.O. 134 was superseded by Public Law 2005, c. 51, signed into law on March 22, 2005 (“Chapter 51”).

On September 24, 2008, Governor Jon S. Corzine issued E.O. 117 which is designed to enhance New Jersey’s efforts to protect the integrity of procurement decisions and increase the public’s confidence in government. The Executive Order builds upon the provisions of Chapter 51.

### **Two-Year Certification Process**

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form is valid for a two (2) year period. Thus, if a vendor receives approval on January 1, 2014, the certification expiration date would be December 31, 2015. Any change in the vendor’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51/Executive Order 117 forms to the State Review Unit. **Please note that it is the vendor’s responsibility to file new forms with the State should these changes occur.**

**State Agency Instructions:** Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bsol/>) to check the status of a vendor’s Chapter 51 certification before contacting the Review Unit’s mailbox at [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov). If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the vendor is not registered in NJSTART, then the State Agency should send an e-mail to [CD134@treas.nj.gov](mailto:CD134@treas.nj.gov) to verify the certification status of the vendor. If the response is that the vendor is NOT within an approved two-year period, then forms must be obtained from the vendor and forwarded for review. If the response is that the vendor is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

### **Instructions for Completing the Form**

#### **Part 1: BUSINESS ENTITY INFORMATION**

**Business Name** – Enter the full legal name of the vendor, including trade name if applicable.

**Address, City, State, Zip and Phone Number** -- Enter the vendor's street address, city, state, zip code and telephone number.

**Vendor Email** – Enter the vendor’s primary email address.

**Vendor FEIN** – Please enter the vendor’s Federal Employment Identification Number.

**Business Type** - Check the appropriate box that represents the vendor's type of business formation.

**Listing of officers, shareholders, partners or members** - Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

## **Part 2: DISCLOSURE OF CONTRIBUTIONS**

Read the three types of political contributions that require disclosure and, if applicable, provide the recipient's information. The definition of "Business Entity/Vendor" and "Contribution" can be found on pages 3 and 4 of this form.

**Name of Recipient** - Enter the full legal name of the recipient.

**Address of Recipient** - Enter the recipient's street address.

**Date of Contribution** - Indicate the date the contribution was given.

**Amount of Contribution** - Enter the dollar amount of the contribution.

**Type of Contribution** - Select the type of contribution from the examples given.

**Contributor's Name** - Enter the full name of the contributor.

**Relationship of the Contributor to the Vendor** - Indicate the relationship of the contributor to the vendor. (e.g. officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

**NOTE:** If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information if no reportable contributions have been solicited or made by the business entity. **This box must be checked if there are no contributions to report.**

## **Part 3: CERTIFICATION**

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity. **(No additional Certification and Disclosure forms are required if BOX A is checked.)**

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **(Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.)**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the business entity only. **(Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the business entity and must be included with the business entity submittal.)**

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the business entity is completing a separate Certification and Disclosure form.

**Read the five statements of certification prior to signing.**

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

### **State Agency Procedure for Submitting Form(s)**

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

### **Business Entity Procedure for Submitting Form(s)**

The business entity should return this form to the contracting State Agency.

The business entity can submit the Certification and Disclosure form directly to the Chapter 51 Review Unit only when:

- The business entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The business entity had a change in its ownership structure; OR
- The business entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

### **Questions & Information**

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) or E.O. 117 (2008) may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo134questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <http://www.state.nj.us/treasury/purchase/execorder134.shtml>.



State of New Jersey  
Department of the Treasury

Division of Purchase and Property

Two-Year Chapter 51/Executive Order 117 Vendor Certification and  
Disclosure of Political Contributions

**FOR STATE USE ONLY**

Solicitation, RFP, or Contract No. \_\_\_\_\_ Award Amount \_\_\_\_\_

Description of Services \_\_\_\_\_

State Agency Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Phone Number \_\_\_\_\_ Contact Email \_\_\_\_\_

Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting  
recertification

**Part 1: Business Entity Information**

Full Legal Business Name HAWK Graphics, INC.  
(Including trade name if applicable)

Address PO Box 308

City Mt. Freedom State NJ Zip 07970 Phone 973-895-5509

Vendor Email jbattaglino@hawkgraphicsinc.com Vendor FEIN (SS# if sole proprietor/natural person) 222373626

**Check off the business type and list below the required information for the type of business selected.  
MUST BE COMPLETED IN FULL**

- Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- Partnership: LIST ALL PARTNERS with any equity interest
- Limited Liability Company: LIST ALL MEMBERS with any equity interest
- Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.  
Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

**All Officers of a Corporation or PC**

**10% and greater shareholders of a corporation  
or all shareholders of a PC**

John A. Battaglino "Sole Officer"

John A. Battaglino "Sole Officer"

**All Equity partners of a Partnership**

**All Equity members of a LLC**

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

**Part 2: Disclosure of Contributions by the business entity or any person or entity whose contributions are attributable to the business entity.**

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n)

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial or Lieutenant Gubernatorial candidate  
State Political Party Committee  
County Political Party Committee

3. Report below all contributions solicited or made during the 18 months immediately preceding the commencement of negotiations or submission of a proposal to any:

Municipal Political Party Committee  
Legislative Leadership Committee

Full Legal Name of Recipient _____
Address of Recipient _____
Date of Contribution _____ Amount of Contribution _____
Type of Contribution (i.e. currency, check, loan, in-kind) _____
Contributor Name _____
Relationship of Contributor to the Vendor _____
<b>If this form is not being completed electronically, please attach additional contributions on separate page. Click the "Add a Contribution" tab to enter additional contributions.</b>

Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.

**Part 3: Certification** (Check one box only)

- (A)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B)  I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C)  I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D)  I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.
2. All reportable contributions made by or attributable to the business entity have been listed above.

**3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:**

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to:
- (i) A candidate committee or election fund of any candidate for the public office of Governor or Lieutenant Governor or to a campaign committee or election fund of holder of public office of Governor or Lieutenant Governor; OR
  - (ii) Any State, County or Municipal political party committee; OR
  - (iii) Any Legislative Leadership committee.
- b) During the term of office of the current Governor or Lieutenant Governor to:
- (i) A candidate committee or election fund of a holder of the public office of Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.
- c) Within the 18 months immediately preceding the last day of the sitting Governor or Lieutenant Governor's first term of office to:
- (i) A candidate committee or election fund of the incumbent Governor or Lieutenant Governor; OR
  - (ii) Any State or County political party committee of the political party that nominated the sitting Governor or Lieutenant Governor in the last gubernatorial election.

**4. During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to:**

- (a) Any candidate committee or election fund of any candidate or holder of the public office of Governor or Lieutenant Governor; OR
- (b) Any State, County or Municipal political party committee; OR
- (c) Any Legislative Leadership committee.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

**5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.**

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Signed Name John A. Battaglini Print Name John A. Battaglini  
Title/Position President Date 1-25-21

**Procedure for Submitting Form(s)**

**The contracting State Agency should submit this form to the Chapter 51 Review Unit** when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

**The business entity should return this form to the contracting State Agency.** The business entity can submit this form directly to the Chapter 51 Review Unit only when it -

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in its ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

**Forms should be submitted either electronically to: [cd134@treas.nj.gov](mailto:cd134@treas.nj.gov) , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.**



**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 0230  
TRENTON, NEW JERSEY 08625-0230**

**VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM  
PUBLIC LAW 2005, CHAPTER 271**

CONTRACT #: Printing Services VENDOR/BIDDER: HAWK Graphics, Inc.

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

**NOTE** that the disclosure requirements under Public Law 2005, Chapter 271 are separate and different from the disclosure requirements under Public Law 2005, Chapter 51 (formerly Executive Order 134). Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

**DISCLOSURE**

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made in the twelve (12) months prior to and including the date of signing of this Certification and Disclosure to: (i) any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L. 1973, c.83 (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2005, contributions in excess of \$300 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
<i>Indicate "NONE" if no Reportable Contribution was made.</i>			
		\$	
		\$	
		\$	
		\$	

*Attach additional sheets if necessary*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

John A. Battaglini  
Signature  
John A. Battaglini - President  
Print Name and Title

1-25-21  
Date

Sincerely,

*James J. Fruscione*

James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
HAWK GRAPHICS INC.

TRADE NAME:

ADDRESS:  
P.O. BOX 308  
MT FREEDOM NJ 07970

SEQUENCE NUMBER:  
0070171

EFFECTIVE DATE:  
09/29/81

ISSUANCE DATE:  
08/17/15

*James J. Fruscione*  
Director  
New Jersey Division of Revenue

FORM-BRC  
(04-08)-D205848V

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.





## State of New Jersey

**PHIL MURPHY**  
*Governor*

**SHEILA OLIVER**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE & ENTERPRISE SERVICES  
P.O. BOX 026  
TRENTON, NJ 08625-034  
PHONE: 609-292-2146 FAX: 609-984-6679

**ELIZABETH MAHER MUOIO**  
*State Treasurer*

### APPROVED

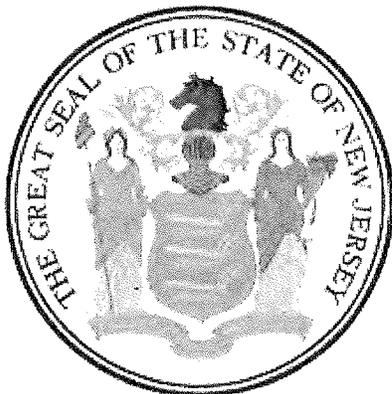
*under the*

Small Business Set-Aside Act

This certificate acknowledges HAWK GRAPHICS, INC as a Category 2 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki  
Deputy Director

Issued: 9/1/2020  
Certification Number: A0121-74

Expiration: 9/1/2023

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY  
2021 BUDGET VARIANCE ANALYSIS  
FOR THE MONTH ENDED JANUARY 31, 2021**

**EXECUTIVE SUMMARY**

**Net Operating Income**

The NJEFA concluded January with a month-to-date net operating income in the amount of \$11,079 based on year to date revenues of \$232,601 and expenses of \$221,522.

**Revenues**

Month-to-date revenues were \$14,042 less than projected due to timing of investment income.

**Expenses**

Operating expenditures for the first month of the year were under budget by \$48,089 primarily due to timing of expenditures.

**Exhibits**

<b>Report</b>	<b>Page</b>
Actual vs. Budget Report	1
Operating Account – Vendor Payments	2
Summary of Construction Funds	3

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY**  
**ACTUAL vs. BUDGET REPORT**  
**JANUARY 2021**

	<b>Month Ended</b>		
	<b>January 31, 2021</b>		
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<b><u>Operating Revenues</u></b>			
Annual Administrative Fees	\$ 225,806	\$ 225,806	\$ -
Initial Fees	-	-	-
Investment Income	6,795	20,837	(14,042)
	<u>\$ 232,601</u>	<u>\$ 246,643</u>	<u>\$ (14,042)</u>
<b><u>Operating Expenses</u></b>			
Salaries	\$ 115,590	\$ 122,272	\$ 6,682
Employee Benefits	40,446	59,604	19,158
Provision for Post Ret. Health Benefits	12,500	12,500	-
Office of The Governor	2,083	2,087	4
Office of The Attorney General	10,000	10,000	-
Sponsored Programs & Meetings	-	1,007	1,007
Telecom & Data	596	4,444	3,848
Rent	16,445	16,663	218
Utilities	2,131	2,500	369
Office Supplies & Postage Expense	571	2,163	1,592
Travel & Expense Reimbursement	-	1,213	1,213
Staff Training & Conferences	2,685	2,269	(416)
Insurance	4,621	4,913	292
Publications & Public Relations	-	1,812	1,812
Professional Services	8,750	17,402	8,652
Dues & Subscriptions	1,811	5,788	3,977
Maintenance Expense	1,052	1,137	85
Depreciation	2,241	1,837	(404)
Contingency	-	-	-
	<u>221,522</u>	<u>269,611</u>	<u>48,089</u>
<b>Net Operating Income</b>	<u>\$ 11,079</u>	<u>\$ (22,968)</u>	<u>\$ 34,047</u>

**NJEFA  
Vendor Payments  
January 2021**

4:50 PM

							Accrual Basis
Jan 21	Type	Date	Num	Name	Memo	Account	Amount
	Bill Pmt -Check	01/05/2021	EFT	BMO Financial Group	Crashplan	Accounts Payable	9.99
	Bill Pmt -Check	01/05/2021	EFT	BMO Financial Group	NJBIA Pub Policy Forum EB, SS, ED	Accounts Payable	75.00
	Bill Pmt -Check	01/12/2021	EFT	NJSHBP	ID 150400 01/21	Accounts Payable	21,263.13
	Bill Pmt -Check	01/12/2021	EFT	NJSHBP	ID 150400 01/21	Accounts Payable	2,789.15
	Bill Pmt -Check	01/22/2021	2155	100 & RW CRA, LLC	008384	Accounts Payable	22,371.67
	Bill Pmt -Check	01/22/2021	2156	AASCU	163611 2021 Higher Ed Conf. EB, SS, ED	Accounts Payable	225.00
	Bill Pmt -Check	01/22/2021	2157	Comcast	010721	Accounts Payable	88.40
	Bill Pmt -Check	01/22/2021	2158	DocuSafe	138084	Accounts Payable	220.73
	Bill Pmt -Check	01/22/2021	2159	Government Finance Officers Association	0238509 BS, EY 1/1/21-12/31/21	Accounts Payable	310.00
	Bill Pmt -Check	01/22/2021	2160	Government News Network	89640-G	Accounts Payable	350.00
	Bill Pmt -Check	01/22/2021	2161	Hilltop Securities Inc.	5785 RSSU Libor Claim	Accounts Payable	500.00
	Bill Pmt -Check	01/22/2021	2162	National Association Of Bond Lawyers	2021 The Institute, EB, EY	Accounts Payable	1,885.00
	Bill Pmt -Check	01/22/2021	2163	NJ Advance Media	0009818975, 0009818970	Accounts Payable	20.72
	Bill Pmt -Check	01/22/2021	2164	NJ OIT Fiscal Services	2020November, 2020December	Accounts Payable	2,379.86
	Bill Pmt -Check	01/22/2021	2165	NJSBA	Order 1001922761 Mem 84799 E Brophy	Accounts Payable	260.00
	Bill Pmt -Check	01/22/2021	2166	Perna's Plant and Flower Shop, Inc.	686 Basket KM	Accounts Payable	94.95
	Bill Pmt -Check	01/22/2021	2167	PFM Asset Management LLC	MAC-M1120-15002, SMA-M1120-20788D	Accounts Payable	1,411.90
	Bill Pmt -Check	01/22/2021	2168	Polar Inc.	139882	Accounts Payable	32.85
	Bill Pmt -Check	01/22/2021	2169	The Chronicle Of Higher Education	01212021 HE884240 2yr Subscr	Accounts Payable	189.00
	Bill Pmt -Check	01/22/2021	2170	Treasurer, State of New Jersey- Pinnacle	123120	Accounts Payable	1,184.30
	Bill Pmt -Check	01/22/2021	2171	UPS	2Y687X021, X510, X520	Accounts Payable	122.10
	Bill Pmt -Check	01/22/2021	2172	Verizon Wireless	9870366494	Accounts Payable	507.21
	Bill Pmt -Check	01/25/2021	EFT	United States Postal Service - Neopost	Fund Postage Meter	Accounts Payable	100.00
<b>Jan 21</b>							<b><u>56,390.96</u></b>

**New Jersey Educational Facilities Authority  
Summary of Construction Funds  
As of January 31, 2021**

<u>Institution</u>	<u>Description</u>	<u>Bond Proceeds</u>	<u>Net Disbursed</u>	<u>Balance</u>	<u>% Complete</u>
<b><u>Private</u></b>					
Seton Hall University	Construction new student housing and athletic facilities	\$70,000,000.00	(14,678.61)	\$69,985,321.39	0%
Seton Hall University	University Center & Boland Hall Renovations	30,000,000.00	(9,653.89)	29,990,346.11	0%
Stevens Institute of Technology	Student Housing and University Center	191,200,000.00	(136,112,937.58)	55,087,062.42	71%
Rider University	Academic & Residential Facilities, Science & Technology Bldg	44,228,160.45	(39,792,959.12)	4,435,201.33	90%
Georgian Court University	Various Capital Improvements & Renovations, Refund 07 D, H	7,874,383.16	(121,767.61)	7,752,615.55	2%
Sub Total		<u>\$343,302,543.61</u>	<u>(\$176,051,996.81)</u>	<u>\$167,250,546.80</u>	
<b><u>Public</u></b>					
Ramapo College of New Jersey	Refund 06 I, Renov Library, Learning Center	11,278,830.75	(9,711,887.01)	1,566,943.74	86%
Sub Total		<u>\$ 11,278,830.75</u>	<u>\$ (9,711,887.01)</u>	<u>\$ 1,566,943.74</u>	
<b><u>Other Programs</u></b>					
Equipment Leasing Fund	Acquisition and Installation of Equipment	\$ 101,266,893.00	\$ (98,431,043.14)	\$ 2,835,849.86	97%
Technology Infrastructure Fund	Development of Technology Infrastructure	41,313,667.00	(39,246,402.49)	2,067,264.51	95%
Capital Improvement Fund	Capital Improvements	191,905,596.00	(187,110,668.79)	4,794,927.21	98%
Facilities Trust Fund	Construct, Reconstruct, Develop & Improve Facilities	219,977,164.00	(208,846,833.38)	11,130,330.62	95%
Capital Improvement Fund	Capital Improvements	146,700,261.19	(140,834,696.41)	5,865,564.78	96%
Sub Total		<u>\$ 701,163,581.19</u>	<u>\$ (674,469,644.21)</u>	<u>\$ 26,693,936.98</u>	
<b>Grand Total</b>		<u><u>\$ 1,055,744,955.55</u></u>	<u><u>\$ (860,233,528.03)</u></u>	<u><u>\$ 195,511,427.52</u></u>	

\* This issue has reached a completion rate of 95% or higher and will not appear on future reports.