

103 COLLEGE ROAD EAST • PRINCETON, NEW JERSEY 08540
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**MINUTES OF THE MEETING OF THE
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
HELD AT 103 COLLEGE ROAD EAST, PRINCETON, NEW JERSEY
ON TUESDAY, SEPTEMBER 26, 2017**

The meeting was called to order at 10:04 a.m. by Chairman Hodes. The New Jersey Educational Facilities Authority gave notice of the time, place and date of this meeting via fax and email on June 15, 2017, to The Star Ledger, The Times of Trenton and the Secretary of State and by posting the notice at the offices of the Authority in Princeton, New Jersey. Pursuant to the New Jersey Open Public Meetings Act, a resolution must be passed by the New Jersey Educational Facilities Authority in order to hold a session from which the public is excluded.

AUTHORITY MEMBERS PRESENT:

Joshua Hodes, Chair
Katherine Ungar, Vice Chair
Ford M. Scudder, State Treasurer, Treasurer (represented by David Moore)
Ridgeley Hutchinson
Rochelle Hendricks, Secretary of Higher Education
Louis Rodriguez

AUTHORITY MEMBERS ABSENT:

None

STAFF PRESENT:

Sheryl A. Stitt, Deputy Executive Director
Steven Nelson, Director of Project Management
Brian Sootkoos, Director of Finance-Controller
Zachary Barby, Communications/Special Projects Assistant
Rebecca Clark, Project Management Assistant
Matthew Curtis, Information Technology Manager
Carl MacDonald, Project Manager
Jacqueline McFadyen, Associate Project Manager
Kristen Middleton, Assistant Controller

Debra Paterson, Senior Compliance Manager
Sheila Toles, Exec. Assistant/Human Resources Manager
Gary Vencius, Accounting Manager
Lisa Walker, Accountant
Ellen Yang, Compliance Manager

ALSO PRESENT:

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

ITEMS OF DISCUSSION

1. Approval of the Minutes of the Meeting of May 23, 2017

The minutes of the meeting of May 23, 2017 were hand delivered to Governor Chris Christie under the date of May 26, 2017. Mr. Rodriguez moved that the minutes of the meeting be approved as presented; the motion was seconded by Mr. Moore and passed. Mr. Hutchinson abstained from the vote.

2. Approval of the Minutes of the Executive Session of May 23, 2017

The minutes of the executive session meeting of May 23, 2017 were hand delivered to Governor Chris Christie under the date of May 26, 2017. Mr. Rodriguez moved that the minutes of the meeting be approved as presented; the motion was seconded by Mr. Moore and passed. Mr. Hutchinson abstained from the vote.

3. Approval of the Minutes of the Meeting of July 25, 2017

The minutes of the meeting of July 25, 2017 were hand delivered to Governor Chris Christie under the date of July 26, 2017. Mr. Rodriguez moved that the minutes of the meeting be approved as presented; the motion was seconded by Mr. Moore and passed unanimously.

4. Executive Director's Report

Ms. Stitt thanked staff and reported that the Authority's office renovations were complete. She reported that the project had been negotiated as part of the Authority's 8-year lease renewal that had been approved by the Members in 2015.

Ms. Stitt reported that at the request of Secretary Hendricks, EFA staff had recently attended an event hosted by Second Nature, NJHEPS and Siemens titled, *Campus Energy Infrastructure: Challenges, Solutions and Financing*. She reported that the purpose of the workshop was to help colleges and universities identify and finance solutions to common energy challenges. She reported that as one of the presenters

at the event, her remarks focused on financing options through the Authority's financing services; a review of the grant funded projects that were considered "Green" and received (Leadership in Energy and Environmental Design) LEEDS silver or gold certification; and an introduction to the concept of Green bonds for financing sustainable infrastructure development.

5. Resolution of Appreciation to Jeremy A. Spector

The Members were asked to consider the adoption of a resolution acknowledging and expressing appreciation to Jeremy Spector for his leadership as Executive Director.

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

RESOLUTION OF APPRECIATION TO JEREMY A. SPECTOR

The motion was seconded by Ms. Ungar and passed unanimously.

The adopted resolution is appended as Exhibit I.

6. Resolution Designating an Acting Executive Director and Acting Secretary of the Authority

Chairman Hodes reported that in light of Jeremy Spector's resignation as Executive Director and Secretary of the Authority and pursuant to the By-laws of the Authority, Deputy Executive Director Sheryl Stitt had taken over day-to-day management of the Authority's operations and that the resolution would formally designate Ms. Stitt as the Acting Executive Director and Acting Secretary of the Authority until such time as a permanent replacement is designated by the Members.

Ms. Ungar moved the adoption of the following entitled resolution:

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY DESIGNATING AN ACTING EXECUTIVE DIRECTOR
AND ACTING SECRETARY OF THE AUTHORITY

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

Mr. Hodes thanked Ms. Stitt for taking on the added responsibility of keeping the Authority running smoothly. Ms. Stitt thanked the Members for their continued confidence in her abilities.

The adopted resolution is appended as Exhibit II.

7. Report on Project Management Activity

Mr. Nelson reported that the Authority had priced and closed six transactions representing \$800 million in par. He reported that the average deal size continued to increase and currently stood at \$133 million vs. \$103 million in 2016 and \$72

million in 2015. Mr. Nelson reported that present value savings from refunding activity remained strong and that year to date totals \$64 million was the second highest annual total in the Authority's history and totals more than \$250 million since the beginning of 2015.

Mr. Nelson reported that while the existing par of \$800 million, so far this year, would make 2017 the Authority's 8th largest volume year in its history, staff expected to price and close three more new financings in the fourth quarter. He reported that staff expected to bring a refunding transaction to market for Kean University as well as a new money financing for Rider University in the fourth quarter and that staff anticipated seeking the Member's approval to move forward with the transactions in October. Mr. Nelson noted that there was a third financing which was still in the preliminary stages of development but staff expected to be ready to bring the financing to the Members in November.

A summary of the anticipated and closed projects are appended as Exhibit III.

8. Report on the Sale of NJEFA Revenue Bonds, The William Paterson University of New Jersey Issue, Series 2017 B, In the Amount of \$27,065,000

Mr. MacDonald reported that on August 17, 2017, the Authority priced the Series 2017 B bond transaction on behalf of The William Paterson University of New Jersey. He reported that Citigroup Global Markets, Inc. served as senior manager and that the proceeds of the 2017 Bonds were being used to provide funds for a new residence hall on the University's campus. He explained that the new five story dormitory would be approximately 89,375 square feet in size and consist of 288 beds organized into 72 dwelling units.

Mr. MacDonald reported that the bonds were rated "A2" by Moody's Investors Service and "A" by Fitch Ratings and yielded a true interest cost of 3.80%.

A copy of the Bond Sale Summary for the issue is appended as Exhibit IV.

9. Report on the Sale of NJEFA Revenue Refunding Bonds, Seton Hall University Issue, 2017 Series D (Tax-Exempt), In the Amount of \$39,520,000 and NJEFA Revenue Bonds, Seton Hall University Issue, 2017 Series E (Federally Taxable), In the Amount of \$31,915,000

Mr. MacDonald reported that on June 21, 2017, the Authority priced \$39,520,000 of tax-exempt bonds and \$31,915,000 of federally taxable bonds for Seton Hall University. He reported that the bonds were rated "A3" by Moody's Investors Service and "A-" by Standard & Poor's Global Ratings. Mr. MacDonald reported that the proceeds of the 2017 Series E bonds were being used to fund the renovation and equipping of 412,000 and 65,000 square feet of building space in Clifton, New Jersey for the University's new Medical College. The proceeds of the 2017 Series D bonds were being used to refinance the University's variable rate 2008 Series D bonds to a fixed rate.

Mr. MacDonald reported that together, the 2017 Series D and E bonds yielded a true interest cost of 3.87%.

A copy of the Bond Sale Summary for the issue is appended as Exhibit V.

Mr. Ronnes joined the meeting following the report on the Seton Hall University bond sale.

Following the report on Seton Hall University, Chair Hodes and Vice Chair Ungar advised that they were recusing themselves from the Seton Hall University authorizing resolution request. Ms. Ungar stated that her reason for recusal was that she is an employee of Atlantic Health Systems, which is a direct competitor. Mr. Hodes stated his reason for recusal was that the Government relations firm in which he is a partner, has represented Hackensack Medical Center for a number of years. Chair Hodes then turned the meeting over to the Authority's Treasurer and State Treasurer's designee, David Moore to preside over the next agenda item related to Seton Hall University.

10. Resolution Authorizing Modification to the Terms of Engagement with Phoenix Advisors, LLC, in Connection with Bonds Issued on Behalf of Seton Hall University

Mr. MacDonald reported that the Authority was requesting the Members' approval to grant a fee cap increase from \$22,900 to \$31,500 to Phoenix Advisors, LLC. He reported that on March 3, 2017, the Authority distributed an RFP to the members of the Authority's financial advisor pool. He reported that the scope of services requested in the RFP included advising the Authority and Seton Hall University on structuring a \$30 million new money transaction as well as performing financial advisory services in connection with the issuance of tax-exempt bonds to finance the project. He reported that the Authority had appointed Phoenix Advisors, LLC as financial advisor at its May 23, 2017 meeting and that Phoenix had proposed a fee cap of \$22,900.

Mr. MacDonald explained that subsequent to the appointment of the financial advisor, the scope and size of the financing transaction changed significantly to also include a refunding component, which refunded prior Authority debt issued on behalf of the University, as well as the issuance of a series of federally taxable bonds. He advised that due to the significant change, the scope of services provided by the financial advisor increased above what was described in the RFP and that the financial advisor had requested an increase in its fee cap by \$8,600 to \$31,500. Mr. MacDonald advised that Authority staff found the financial advisor to be professional, knowledgeable and responsive and recommended that the request for a fee cap increase be granted.

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

RESOLUTION OF THE NEW JERSEY EDUCATIONAL
FACILITIES AUTHORITY AUTHORIZING MODIFICATION TO
TERMS OF ENGAGEMENT WITH FINANCIAL ADVISOR FOR
FINANCIAL ADVISORY SERVICES IN CONNECTION WITH
THE ISSUANCE OF NEW JERSEY EDUCATIONAL

FACILITIES AUTHORITY REVENUE REFUNDING BONDS,
SETON HALL UNIVERSITY ISSUE, 2017 SERIES D (TAX-
EXEMPT) AND REVENUE BONDS, SETON HALL
UNIVERSITY ISSUE, 2017 SERIES E (FEDERALLY
TAXABLE)

The motion was seconded by Mr. Rodriguez and passed. Mr. Hodes and Ms. Ungar recused themselves from the discussion.

The adopted resolution is appended as Exhibit VI.

Following the Seton Hall University transaction, NJEFA Treasurer Moore returned the conduct of the meeting to Chairman Hodes to preside.

11. **Resolution Authorizing Appointment of Successor Trustee and Paying Agent in Connection with Bonds Issued by the Authority on Behalf of the Institute for Advanced Study**

Ms. Stitt reported that collectively, on behalf of the Institute for Advanced Study, the Authority had issued \$29,600,000 of the 2006 Series B bonds, \$20,000,000 of the 2006 Series C bonds and \$11,255,000 of the Institute for Advanced Study 2008 Series C bonds. She advised that the resolution would authorize board approval for the appointment of US Bank National Association to serve as replacement Trustee, Paying Agent and Dissemination Agent on all three outstanding series of bonds, due to the resignation of the current Trustee, Bank of New York Mellon.

Ms. Stitt reported that following standard Authority procedures, staff had conducted a procurement process to solicit a successor Trustee, Paying Agent and Dissemination Agent and recommended the selection of US Bank National Association.

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

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY APPOINTING A TRUSTEE, PAYING AGENT AND
DISSEMINATION AGENT IN CONNECTION WITH BONDS ISSUED BY
THE AUTHORITY ON BEHALF OF THE INSTITUTE FOR ADVANCED
STUDY

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

The procurement memo and adopted resolution are appended as Exhibit VII.

12. Resolution Consenting to Kean University Entering into a License Agreement with the U.S. Department of Veterans Affairs for Use of Space in the University's Center for Academic Success Building

Ms. Paterson reported that the Authority had financed and refinanced the construction of the Center for Academic Success at Kean University and that the Center was currently subject to the outstanding Series 2009 A and Series 2015 A Lease and Agreements. She reported that the leases required the Authority's consent to Kean's grant of any interest in the Center and that Kean had approved entering into a license agreement with the U.S. Department of Veterans Affairs for approximately 120 square feet of office space in the Center. Ms. Paterson explained that the Department of Veterans Affairs would provide counseling and other services to eligible student veterans for a period not to exceed 4 years.

Ms. Paterson reported that McCarter & English, bond counsel to the Authority had reviewed the terms of the license agreement and had determined that such use was permissible under the documents with the Authority's consent and would not adversely affect the tax-exempt status of the bonds for federal income tax purposes.

Jennifer Soyka, Associate General Counsel for Kean University and Kevin Quinn, Esq. of McCarter & English, LLP were on the phone to answer questions.

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

RESOLUTION CONSENTING TO KEAN UNIVERSITY ENTERING INTO A
LICENSE AGREEMENT WITH THE U.S. DEPARTMENT OF VETERANS
AFFAIRS FOR USE OF SPACE IN THE CENTER FOR ACADEMIC
SUCCESS BUILDING

The motion was seconded by Ms. Ungar and passed unanimously.

The adopted resolution is appended as Exhibit VIII.

13. Report on Operating and Construction Fund Statements and Disbursements

Mr. Sootkoos reviewed the Results of Operations and Budget Variance Analysis and reported on the status of construction funds and related investments for July and August 2017.

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

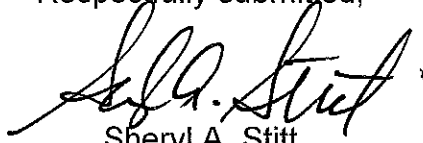
The reports are appended as Exhibit IX.

14. **Next Meeting Date**

Mr. Hodes advised that the October meeting had been rescheduled for Tuesday, October 17th at 2:00 p.m. at the Authority offices and requested a motion to adjourn.

Ms. Ungar moved that the meeting be adjourned at 10:34 a.m. The motion was seconded by Mr. Hutchinson and passed unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sheryl A. Stitt". The signature is written in a cursive style with a large initial "S".

Sheryl A. Stitt
Acting Secretary



RESOLUTION OF APPRECIATION

TO

JEREMY A. SPECTOR

WHEREAS, on October 27, 2015, Jeremy A. Spector was appointed by the Members of the New Jersey Educational Facilities Authority (the "Authority") to serve as Executive Director of the Authority and Secretary to the Board effective November 13, 2015; and

WHEREAS, Mr. Spector provided notice of his intention to retire from the Authority thereby resigning his position as Executive Director and Secretary of the Authority effective August 31, 2017; and

WHEREAS, during his tenure, Mr. Spector committed his extensive time, professionalism, and legal knowledge, to the State of New Jersey, to the Authority, and to its college and university clients; and

WHEREAS, during Mr. Spector's tenure as Executive Director, the Authority completed 18 financing transactions with a total value of \$2.15 billion which included \$592 million in new money financings for college and university campus projects and facilities across New Jersey, plus refunding issuances that saved participating colleges and universities nearly \$194 million in net present value savings; and

WHEREAS, the Authority's members and staff wish to acknowledge the contributions that Mr. Spector has made to the Authority and to extend their appreciation for his dedication and service to the Authority, to New Jersey's higher education community, and to the State.

NOW, THEREFORE, BE IT RESOLVED, that the Authority hereby expresses its sincere appreciation to Mr. Spector for his dedicated public service to the State of New Jersey and for his many and significant contributions to the Authority and to New Jersey's public and private colleges and universities and public libraries.

BE IT FURTHER RESOLVED, that the Authority hereby honors the service of Mr. Spector and recognizes that his efforts have greatly contributed to its success and to the enhancement of campus facilities at New Jersey's colleges and universities, thereby benefiting all the citizens of the State.

BE IT FURTHER RESOLVED, that the Authority extends its very best wishes to Mr. Spector and wishes him much success in all his future endeavors.

BE IT FURTHER RESOLVED, that a copy of this Resolution of Appreciation be given to Mr. Spector as a tribute to his dedicated public service to the New Jersey Educational Facilities Authority and to the State of New Jersey.

_____ Mr. Hutchinson _____ moved that the foregoing resolution be adopted as introduced and read, which motion was seconded by ___ Ms. Ungar ___ and upon roll call the following members voted:

AYE: Joshua Hodes
Katherine Ungar
Ridgeley Hutchinson
Louis Rodriguez
Ford M. Scudder (represented by David Moore)
Rochelle Hendricks

NAY: None

ABSTAIN: None

ABSENT: None

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

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY DESIGNATING AN ACTING EXECUTIVE DIRECTOR AND
ACTING SECRETARY OF THE AUTHORITY**

Adopted: September 26, 2017

WHEREAS: The New Jersey Educational Facilities Authority (the "Authority") was created pursuant to the New Jersey Educational Facilities Authority Law, P.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 public and private colleges and universities to obtain financing to construct educational facilities as defined in the Act; and

WHEREAS: The Executive Director and Secretary of the Authority, Jeremy A. Spector, has resigned those positions effective August 31, 2017; and

WHEREAS: The Members of the Authority have not made a formal appointment of an Executive Director and Secretary; and

WHEREAS: The Members have determined that it is necessary to provide for an Acting Executive Director and Secretary to carry on the day-to-day activities of the Authority; and

WHEREAS: The Members of the Authority have determined that the Authority's current Deputy Executive Director, Sheryl A. Stitt, has the qualifications to serve as Acting Executive Director and Acting Secretary, having served in such capacity on three prior occasions,

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

SECTION 1. The Members hereby appoint Sheryl A. Stitt, Acting Executive Director and Acting Secretary, effective immediately, to perform the functions of those offices with all duties, responsibilities, and authority granted to those offices pursuant to the Act, the By-Laws, resolutions of the Members, and other applicable laws and regulations.

SECTION 2. This Resolution shall take effect in accordance with the Act and shall remain in effect until the earlier of the formal appointment of an Executive Director and Secretary or formal action of the Members to amend, modify or revoke this Resolution.

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

AYE: Joshua Hodes
Katherine Ungar
Ridgeley Hutchinson
Louis Rodriguez
Ford M. Scudder (represented by David Moore)
Rochelle Hendricks

NAY: None

ABSTAIN: None

ABSENT: None

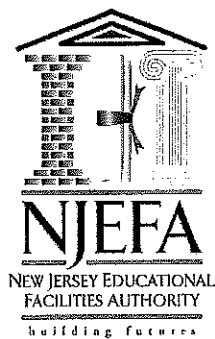
The Chair thereupon declared said motion carried and said resolution adopted.

New Jersey Educational Facilities Authority Anticipated Projects as of September 26, 2017

Institution	Project	Transaction Type	Expected Par	Expected PV Savings	Expected Closing
<u>Public Institutions</u> Kean University	Refunding 2009A and BCIA 2010A	Negotiated	\$200,000,000	\$19,000,000	November 2017
<u>Private Institutions</u> Rider University	New Money	Negotiated	\$40,000,000	n/a	November 2017

New Jersey Educational Facilities Authority Closed Projects as of September 26, 2017

Institution	Project	Transaction Type	Par	PV Savings	Date Closed
<u>Public Institutions</u>					
Ramapo College of New Jersey	Refund 2006I and new money	Negotiated	\$99,450,000	\$4,021,116	April 2017
William Paterson University	New money	Negotiated	\$27,065,000	n/a	September 2017
<u>Private Institutions</u>					
Stevens Institute of Technology	Refund 1998I/2007A and new money	Negotiated	\$119,905,000	\$7,332,079	April 2017
Princeton University	Refund 2007E/2007F/2008K	Negotiated	\$342,240,000	\$52,965,640	April 2017
Princeton University	New money	Competitive	\$141,095,000	n/a	April 2017
Seton Hall University	Refund 2008D and new money	Negotiated	\$71,435,000	n/a	June 2017



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BOND SALE SUMMARY

Borrower: The William Paterson University of New Jersey, Wayne, New Jersey

Issue: Series 2017 B

Amount: \$27,065,000

Purpose: The Series 2017 B are being issued to provide funds to finance: (i) the construction and equipping of a new residence hall, including site improvements and other costs related thereto on its campus in Wayne, New Jersey; and, (ii) pay certain costs of issuance of the Bonds.

Structure: Negotiated Sale, Fixed Rate

Final Maturity: July 1, 2047

True Interest Cost: 3.80%

Bond Ratings: A2 - Moody's Investors Service
A - Fitch Ratings

Priced: August 17, 2017

Closed: September 7, 2017

Professionals on the Transaction:

Bond Counsel:	GluckWalrath LLP
Authority's Counsel:	Attorney General of the State of New Jersey
Authority's Financial Advisor:	Acacia Financial Group, Inc.
Trustee:	U.S. Bank National Association
Trustee's Counsel:	M. Jeremy Ostow, Esq.
Senior Manager:	Citigroup Global Markets Inc.
Underwriter's Counsel:	Connell Foley LLP
Printer:	ImageMaster, LLC



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BOND SALE SUMMARY

Borrower: Seton Hall University, South Orange, New Jersey

Issue: 2017 Series D (Tax-Exempt) and 2017 Series E (Federally Taxable)

Amount: \$71,435,000

Purpose: The 2017 Series D Bonds (\$39,520,000) and the 2017 Series E Bonds (\$31,915,000) are being issued to provide funds to: (i) refund all of the Authority's outstanding 2008 Series D Bonds, including any applicable swap termination payments; (ii) finance the renovation and equipping of an approximately 412,000 sq. ft. building and approximately 65,000 sq. ft. building to be used for medical and non-medical education, research and clinical administration, offices and uses ancillary thereto; (iii) fund capitalized interest for the 2017 Series E Bonds through August 1, 2018; (iv) fund working capital for the University; and, (v) pay certain costs of issuing the Bonds.

Structure: Negotiated Sale, Fixed Rate

Final Maturity: July 1, 2047 (2017 Series D)
 July 1, 2039 (2017 Series E)

True Interest Cost: 3.87%

Bond Ratings: A3 - Moody's Investors Service
 A- - S&P Global Ratings

Priced: June 21, 2017

Closed: June 29, 2017

Professionals on the Transaction:

Bond Counsel:	McManimon, Scotland & Baumann, LLC
Authority's Counsel:	Attorney General of the State of New Jersey
Authority's Financial Advisor:	Phoenix Advisors, LLC
University's Counsel:	Connell Foley LLP
Trustee:	U.S. Bank National Association
Trustee's Counsel:	M. Jeremy Ostow, Esq.
Escrow Agent:	The Bank of New York Mellon
Escrow Agent's Counsel:	Hawkins Delafield & Wood LLP
Senior Manager:	Bank of America Merrill Lynch
Co-Manager(s):	FTN Financial Capital Markets Ramirez & Co., Inc. Siebert Cisneros Shank & Co., L.L.C.
Underwriter's Counsel:	Chiesa, Shahinian & Giantomasi, PC
Verification Agent:	AMTEC
Swap Advisor:	The PFM Group
Printer:	ImageMaster, LLC

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
AUTHORIZING MODIFICATION TO TERMS OF ENGAGEMENT WITH
FINANCIAL ADVISOR FOR FINANCIAL ADVISORY SERVICES IN CONNECTION
WITH THE ISSUANCE OF NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY REVENUE REFUNDING BONDS, SETON HALL UNIVERSITY ISSUE,
2017 SERIES D (TAX-EXEMPT) AND REVENUE BONDS, SETON HALL
UNIVERSITY ISSUE, 2017 SERIES E (FEDERALLY TAXABLE)**

Adopted: September 26, 2017

- WHEREAS:** The New Jersey Educational Facilities Authority (the "Authority") was created 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 is authorized to issue its obligations to provide a means for New Jersey public and private colleges and universities to obtain financing to construct educational facilities as defined in the Act; and
- WHEREAS:** The staff of the Authority distributed a Request for Proposals ("RFP") dated March 3, 2017 to the members of the Authority's financial advisor pool (the "Pool") to engage the services of a financial advisor to provide initial review and advice to the Authority and Seton Hall University ("University") on the structuring of a transaction and to perform financial advisory services in connection with issuance of tax-exempt bonds ("Bonds") to finance a loan to the University to fund approximately \$30 million of capital projects and the payment of certain costs of issuance; and
- WHEREAS:** After the RFP was distributed by the Authority to members of the Pool, and based on the review and evaluation of the responses received, the Authority appointed Phoenix Advisors, LLC at the meeting of May 23, 2017 to act as financial advisor ("Financial Advisor") to the Authority in connection with the authorization, sale and issuance of the Bonds; and
- WHEREAS:** The Financial Advisor provided a proposed fee cap for the transaction of \$22,900 if the Bonds were sold via either negotiated sale or competitive sale; and
- WHEREAS:** Subsequently, the scope and size of the financing transaction changed significantly to include a refunding component and the issuance of a series of federally taxable bonds as follows:
- i) \$39,520,000 Revenue Refunding Bonds, Seton Hall University Issue, 2017 Series D (Tax-Exempt) for a refunding of all of the Authority's outstanding Revenue Refunding Bonds, Seton Hall University Issue, 2008 Series D (including the payment of any applicable swap termination payments) and payment of certain costs of issuance; and

ii) \$31,915,000 Revenue Bonds, Seton Hall University Issue, 2017 Series E (Federally Taxable) for the funding of the capital projects and payment of certain costs of issuance); and

WHEREAS: Due to the significant change in the scope and size of the financing transaction, the scope of services provided by the Financial Advisor increased significantly and the Financial Advisor requested a fee cap increase to \$31,500; and

WHEREAS: The staff of the Authority found the performance of the Financial Advisor to be extremely professional, knowledgeable and responsive; and

WHEREAS: Based on the excellent performance of the Financial Advisor and the significant change in the scope of services provided, the Authority has determined that the fee cap increase is reasonable and staff recommends that the Financial Advisor's request for a fee cap increase be granted; and

WHEREAS: The members of the Authority have determined that it is in the best interests of the Authority to grant the Financial Advisor's request for a fee cap increase.

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

SECTION 1. The Authority hereby authorizes granting a fee cap increase from \$22,900 to \$31,500 to the Financial Advisor.

SECTION 2. The Authority hereby authorizes the Executive Director or the Director of Project Management to take and do any and all acts and things as may be necessary or desirable in connection with implementation of this Resolution.

SECTION 3. This Resolution shall take effect in accordance with the Act.

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

AYE: Ridgeley Hutchinson
Louis Rodriguez
Ford M. Scudder (represented by David Moore)
Rochelle Hendricks

NAY: None

ABSTAIN: None

ABSENT: None

Joshua Hodes and Katherine Ungar recused themselves from the vote.

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



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Date: September 26, 2017

To: Members of the Authority

Issue: Institute for Advanced Study – Appointment of a Trustee, Paying Agent and Dissemination Agent in Connection with Bonds Issued by the Authority

Below please find the procurement procedures that were undertaken with respect to the appointment of a Successor Trustee, Paying Agent and Dissemination Agent for the Institute of Advanced Study and staff's recommendations with respect thereto.


Trustee, Paying Agent and Dissemination Agent

On September 12, 2017 the Authority distributed a Request for Proposals for Trustee Services to three members of the Authority's Trustee Pool. We received one response from a firm seeking appointment as Successor Trustee, Paying Agent and Dissemination Agent. The responsive firm and their respective fees may be found below:

<u>Firm</u>	<u>Acceptance</u>	<u>Annual</u>	<u>Total</u>
US Bank National Association	\$0	\$2,000 per series	\$2,000 per series

US Bank National Association provided a fee quote of \$2,000 annually per series or sub-series and waived the acceptance fee. It is the Authority's recommendation to select US Bank National Association to serve as Successor Trustee, Paying Agent and Dissemination Agent.

The Authority's staff involvement in the procurement processes related to the above referenced professional was completed as of the 19th day of September 2017.

By: 
 Sheryl A. Stitt
 Deputy Executive Director

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
APPOINTING A TRUSTEE, PAYING AGENT AND DISSEMINATION AGENT
IN CONNECTION WITH BONDS ISSUED BY THE AUTHORITY ON
BEHALF OF THE INSTITUTE FOR ADVANCED STUDY**

September 26, 2017

WHEREAS, the New Jersey Educational Facilities Authority (the "*Authority*") was created as a public body corporate and politic of the State of New Jersey 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-I *et seq.* (the "*Act*"); and

WHEREAS, on July 19, 2006, at the request of the Institute for Advanced Study - Louis Bamberger and Mrs. Felix Fuld Foundation (the "*Institute*"), the Authority issued its Revenue Refunding Bonds, Institute for Advanced Study Issue, 2006 Series B in the aggregate principal amount of \$29,600,000 (the "*2006 B Bonds*"); and

WHEREAS, on March 15, 2007, at the request of the Institute, the Authority issued its Revenue Bonds, Institute for Advanced Study Issue, 2006 Series C in the aggregate principal amount of \$20,000,000 (the "*2006 C Bonds*"; together with the 2006 B Bonds, the "*2006 Bonds*"); and

WHEREAS, in connection with the issuance of the 2006 Bonds, the Authority and The Bank of New York, now known as The Bank of New York Mellon, as trustee and paying agent (the "*Original Trustee*"), entered into an Indenture of Trust, dated as of July 1, 2006, as supplemented by a First Supplemental Indenture of Trust dated as of March 1, 2007, by and between the Authority and the Original Trustee. (the "*2006 Indenture*"); and

WHEREAS, on April 17, 2008, at the request of the Institute, the Authority issued its Revenue Refunding Bonds, Institute for Advanced Study Issue, 2008 Series C in the aggregate principal amount of \$11,255,000 (the "*2008 Bonds*"); and

WHEREAS, in connection with the issuance of the 2008 Bonds, the Authority and the Original Trustee entered into an Indenture of Trust, dated as of April 1, 2008 (the "*2008 Indenture*"; together with the 2006 Indenture, the "*Indentures*"); and

WHEREAS, in connection with the issuance of the 2008 Bonds, the Institute and the Original Trustee entered into a Continuing Disclosure Agreement, dated as of April 1, 2008 (the "*Original Continuing Disclosure Agreement*"); and

WHEREAS, the Original Trustee has submitted its resignation as trustee and paying agent under the Indentures and as dissemination agent under the Original Continuing Disclosure Agreement to the Authority and the Institute; and

WHEREAS, the Authority has conducted a procurement process in order to select a replacement trustee and paying agent to act under the Indentures and as dissemination agent to

act under a Continuing Disclosure Agreement (defined below) that amends and restates the Original Continuing Disclosure Agreement in order to ensure compliance with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and supplemented; and

WHEREAS, the Authority Board has been provided with a memorandum summarizing the procurement procedures and Authority's staff recommendations thereto.

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

Section 1. Appointment of Replacement Trustee and Paying Agent.

U.S. Bank National Association (the "*Replacement Trustee*") is hereby appointed as trustee and paying agent under the Indentures and as dissemination agent under the Continuing Disclosure Agreement.

Section 2. Continuing Disclosure Agreement.

The form of the Continuing Disclosure Agreement (the "*Continuing Disclosure Agreement*") by and between the Institute and the Replacement Trustee, as dissemination agent (the "*Dissemination Agent*"), presented at this meeting (a copy of which shall be filed with the records of the Authority) is hereby approved. The Replacement Trustee shall be appointed to act as dissemination agent under the Continuing Disclosure Agreement and the Replacement Trustee shall comply with and carry out all of the obligations imposed on the dissemination agent under the Continuing Disclosure Agreement.

Section 3. All Other Necessary Action Authorized.

The Chair, Vice Chair, Executive Director, Deputy Executive Director, Treasurer, Director of Project Management, Director of Compliance Management, Secretary, Assistant Treasurer or any Assistant Secretary of the Authority, and any other person authorized by resolution of the Authority and any of such officers designated as "acting" or "interim" (each an "*Authorized Officer*") are each hereby authorized and directed to undertake any and all actions necessary to effect this Resolution and to execute and deliver any other consents, agreements, documents, certificates, directions and notices as may be necessary, advisable, or appropriate to effect such consent and the taking of any such action, and the execution and delivery of each such consent, agreement, documents, certificates, directions and notices shall be conclusive evidence of the approval thereof by the Authorized Officer taking such action and of its necessity, advisability or appropriateness.

Section 4. Effective Date.

This Resolution shall take effect in accordance with the provisions of the Act.

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

AYE: Joshua Hodes
Katherine Ungar
Ridgeley Hutchinson
Louis Rodriguez
Ford M. Scudder (represented by David Moore)
Rochelle Hendricks

NAY: None

ABSTAIN: None

ABSENT: None

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

CONTINUING DISCLOSURE AGREEMENT

by and between

**INSTITUTE FOR ADVANCED STUDY –
LOUIS BAMBERGER AND MRS. FELIX FULD FOUNDATION**

and

U.S. BANK NATIONAL ASSOCIATION

**Originally Dated as of April 1, 2008 and
Amended and Restated as of November 1, 2017**

**Entered into with Respect to the
New Jersey Educational Facilities Authority
Revenue Refunding Bonds, Institute for Advanced Study Issue
2008 Series C**

CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** (the "*Agreement*"), originally made and entered into as of April 1, 2008, is amended and restated as of November 1, 2017, by and between the INSTITUTE FOR ADVANCED STUDY - LOUIS BAMBERGER AND MRS. FELIX FULD FOUNDATION, a non-profit educational corporation located in the State of New Jersey (the "*Institute*"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly created and validly existing under the laws of the United States of America with trust and fiduciary powers and authorization to conduct business in the State (the "*Trustee*" and "*Dissemination Agent*").

WITNESSETH:

WHEREAS, 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 (the "*Authority*"), issued its Revenue Refunding Bonds, Institute for Advanced Study Issue, 2008 Series C in the aggregate principal amount of \$11,255,000 (the "*Bonds*"); and

WHEREAS, the Bonds were issued pursuant to an Indenture of Trust, dated as of April 1, 2008 (the "*Indenture*"), by and between the Authority and the Trustee; and

WHEREAS, the Institute has entered into a Loan Agreement with the Authority dated as of April 1, 2008 (the "*Loan Agreement*") whereby the Authority has loaned the proceeds of the Bonds to the Institute to finance the Refunding Project (as defined in the Loan Agreement) and the Institute has agreed to repay the loan of such proceeds; and

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

WHEREAS, the Securities and Exchange Commission (the "*SEC*"), pursuant to the Securities Exchange Act of 1934, as amended and supplemented (codified as of the date hereof at 15 U.S.C. 77 *et seq.*), has adopted amendments effective July 3, 1995 to its Rule 15c2-12 (codified at 17 C.F.R. §240.15c2-12), 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 and notices of the occurrence of certain material events and notice of the failure to make a submission required by a continuing disclosure agreement to various information repositories; and

WHEREAS, the Authority and the Institute have determined that the Institute 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 Authority, Lehman Brothers, Inc. (the “Participating Underwriter”) and the Institute entered into a Bond Purchase Agreement dated April 8, 2008 pertaining to the Bonds; and

WHEREAS, the execution and delivery of this Agreement have been duly authorized by the Institute 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 Institute 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 Institute 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.

“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 subsection 2.1(d) of this Agreement.

“Disclosure Event Notice” means the notice to the MSRB as provided in subsection 2.1(d) of this Agreement.

“Dissemination Agent” means U.S. Bank National Association, acting in its capacity as Dissemination Agent under this Agreement, or any successor Dissemination Agent designated in writing by the Institute that has filed a written acceptance of such designation.

“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 April 8, 2008, pertaining to the Bonds.

“Financial Statements” means the statement of financial position, statement of activities, statement of cash flows or other statements that convey similar information.

“Fiscal Year” means the fiscal year of the Institute. As of the date of this Agreement, the Fiscal Year of the Institute 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 Institute of the type included in the Final Official Statement under the heading “APPENDIX A – CERTAIN INFORMATION CONCERNING THE INSTITUTE.”

“*Opinion of Counsel*” means a written opinion of counsel who is an expert in federal securities law acceptable to the Institute.

“*State*” means the State of New Jersey.

“*Trustee*” means U.S. Bank National Association, acting in its capacity as Trustee for the Bonds under the Indenture, 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 1.1 of the Indenture.

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. 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 Institute 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 the Institute. The Institute agrees that it will provide, until such time as the Institute instructs the Dissemination Agent to provide, at which time the Dissemination Agent shall provide:

(a) Not later than December 27th following the end of each Fiscal Year, commencing with the Fiscal Year of the Institute ending June 30, 2008, an Annual Report to the MSRB through EMMA, to the Trustee and to the Authority. If the Fiscal Year of the Institute 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 specified in subsection 2.1(a) hereof, a copy of the Annual Report to the Trustee and the Dissemination Agent.

(c) If not submitted as part of the Annual Report, then when and if available, to each Repository, to the Trustee and to the Authority, audited Financial Statements for the Institute.

(d) In a timely manner not in excess of ten (10) Business Days after the occurrence of the event, to the MSRB, 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-exempt 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 Institute, which shall be considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Institute 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 Institute, 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 Institute;
- (xiii) The consummation of a merger, consolidation or acquisition involving the Institute or the sale of all or substantially all of the assets of the Institute, 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; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

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

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

Section 2.2. Continuing Disclosure Representations. The Institute 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 Institute 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 Institute 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 Institute agrees that each Annual Report, each Disclosure Event Notice and each notice pursuant to subsections 2.1(b), 2.1(c) 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 Institute or the Dissemination Agent has determined it necessary to report the occurrence of a Disclosure Event, the Institute 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 Institute 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 7.6 of the Indenture. The Institute 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 Institute 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 Institute 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 notice to the Authority, such discharge to be effective on the date of the appointment of a successor Dissemination Agent.

(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 Institute 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 Institute 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 Institute 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. Article VIII of the Indenture is hereby made applicable to this Agreement as if the duties of the Trustee hereunder were (solely for this purpose) set forth in the Indenture.

ARTICLE 3
DEFAULTS AND REMEDIES

Section 3.1. Disclosure Default. The occurrence and continuation of a failure by the Institute 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 Institute 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 the Participating 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 7.3 of the Indenture), or any Bondholder may, 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 Institute and any of its officers, agents and employees to enforce the specific performance and observance of any obligation, agreement or covenant of the Institute hereunder and may compel the Institute 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 Institute, 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 Institute, 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 Indenture or the Loan Agreement, and the sole remedy under this Agreement in the event of any failure by the Institute 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 Institute and the Dissemination Agent for the benefit of the Bondholders and in order to assist the 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 Institute or the Dissemination Agent hereunder against the Authority or against any member, officer, employee, counsel, consultant or agent of the Authority or any person executing the Bonds.

The Institute 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 and any purchaser of the Bonds (including the 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 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 the Institute'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 Institute 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 Institute, the Indemnified Parties shall promptly notify the Institute in writing; *provided, however*, that the failure on the part of any Indemnified Party to give such notification shall not relieve the Institute from its obligation under this Section 4.3. Upon receipt of such notification, the Institute 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 sole expense of such Indemnified Party, unless the employment of such counsel has been specifically authorized by the Institute 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 Institute. The Institute

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 Institute or if there be a final judgment for the plaintiff in any such action with or without written consent, the Institute 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 Institute 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 Institute's performance of its obligations, agreements and covenants hereunder.

Section 4.4. Additional Information. Nothing in this Agreement shall be deemed to prevent the Institute 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 Institute 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 Institute 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 Institute 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 Dissemination Agent) to, in the case of the Institute, the Associate Director for Finance and Administration of the Institute, Einstein Drive, Princeton, New Jersey 08540 (facsimile: (609) 683-7605); and in the case of the Dissemination Agent, its corporate trust office at U.S. Bank National Association, c/o Global Corporate Trust Services, NJ3201, 21 South Street, 3rd Floor, Morristown, New Jersey 07960 (facsimile: (973) 682-4540), with a copy to the Executive Director of the Authority, addressed to it at its offices at 103 College Road East, Princeton, New Jersey 08540 (facsimile: (609) 987-0850). Any party may change its address for notices by notice to the other parties given in accordance with this Section 4.5.

Section 4.6. Assignments. This Agreement may not be assigned by either party hereto 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 Indenture), 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 Institute 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 Institute hereunder for the benefit of the Bondholders or to surrender any right or power conferred upon the Institute 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 Institute, to reflect changes in the identity, nature or status of the Institute or in the business, structure or operations of the Institute, or to reflect any mergers, consolidations, acquisitions or dispositions made by or affecting the Institute; *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 Institute 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 Institute shall deliver, or cause the Dissemination Agent to deliver, to the MSRB written notice of any such amendment or modification.

(d) The Institute and the Dissemination Agent shall be entitled to rely exclusively and conclusively 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 Institute 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 Institute 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 Institute 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 Institute and the Dissemination Agent agree that the Institute 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 Institute's Continuing Disclosure Obligations. The continuing obligation of the Institute 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 Indenture or (ii) the Institute 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 Institute delivers, or causes the Dissemination Agent to deliver, written notice to such effect to the MSRB. 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 Indenture; *provided, however*, that the indemnification provisions set forth in Sections 2.6 and 4.3 hereof shall survive the termination of this Agreement.

Section 4.13. Prior Undertakings. The Institute 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 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 Institute 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* (P.L. 2005, c. 271, Section 3) if the Dissemination Agent enters into agreements or contracts, such as this Agreement, with a New Jersey public entity, and receives compensation or fees in excess of \$50,000 or more in the aggregate from New Jersey public entities, in a calendar year. It is the Dissemination Agent's responsibility to determine if filing is necessary. Failure to do so can

result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

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

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, INSTITUTE FOR ADVANCED STUDY - LOUIS BAMBERGER AND MRS. FELIX FULD FOUNDATION and U.S. BANK NATIONAL ASSOCIATION have caused this Agreement to be executed in their respective names by their duly authorized officers, all as of the date first above written.

**INSTITUTE FOR ADVANCED STUDY-
LOUIS BAMBERGER AND
MRS. FELIX FULD FOUNDATION**

By: _____
[]
[]

U.S. BANK NATIONAL ASSOCIATION

By: _____
[]
[]

RESOLUTION CONSENTING TO KEAN UNIVERSITY ENTERING INTO A LICENSE AGREEMENT WITH THE U.S. DEPARTMENT OF VETERANS AFFAIRS FOR USE OF SPACE IN THE CENTER FOR ACADEMIC SUCCESS BUILDING

Adopted: September 26, 2017

WHEREAS, the New Jersey Educational Facilities Authority (the “Authority”) is a public body corporate and politic of the State of New Jersey 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, as authorized pursuant to the Act, the Authority issued its (i) Revenue Refunding Bonds, Kean University Issue, Series 2009 A (the “2009 A Bonds”), and (ii) Revenue Refunding Bonds, Kean University Issue, Series 2015 H (the “2015 H Bonds”, and together with the 2009 A Bonds, the “Bonds”) to refinance the costs of certain facilities for Kean University (the “Public University”); and

WHEREAS, a portion of the proceeds of the Bonds refinanced the construction of a new academic building on the main campus of the Public University, the Center for Academic Success (the “CFAS Building”) for the Public University; and

WHEREAS, the CFAS Building is subject to the terms of the (i) Lease and Agreement dated as of June 1, 2009 by and between the Authority and the Public University (the “2009 A Lease”), and (ii) Lease and Agreement dated as of August 1, 2015 by and between the Authority and the Public University (the “2015 H Lease”, and together with the 2009 A Lease, the “Leases”); and

WHEREAS, the Public University wishes to enter into a License Agreement (the “License Agreement”) with the U.S. Department of Veterans Affairs (the “VA”), to provide the VA use of approximately 120 square feet of office space in the CFAS Building to be used for approximately 21 hours per month to provide certain services to eligible student veterans for a period not to exceed four (4) years; and

WHEREAS, the Public University has represented that the License Agreement would not materially affect the value or usefulness of the CFAS Building and the site thereof for the intended use thereof; and

WHEREAS, bond counsel to the Authority, McCarter & English, LLP (“Bond Counsel”), has reviewed the terms of the License Agreement and has determined that the Public University’s execution of a License Agreement with the VA is permissible under the Leases; and

WHEREAS, the Public University has requested the Authority, as Landlord of the CFAS Building pursuant to the terms of the Leases, to consent to the Public University’s execution of the License Agreement and to the grant to the VA of the right to use a portion of the CFAS Building subject to the License Agreement; and

WHEREAS, the Authority has determined it acceptable to consent to the execution of the License Agreement as requested by the Public University.

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

Section 1. Approval of Consent to the Public University's Execution of the License Agreement.

In accordance with Sections 5.01 and 10.01 of the Leases, the Authority hereby approves and consents to entry by the Public University into the License Agreement and the grant to the VA of the right to use a portion of the CFAS Building subject to the License Agreement and hereby authorizes and directs the Chair, Vice Chair, Executive Director, Deputy Executive Director, Director of Project Management, Assistant Treasurer, Secretary or any Assistant Secretary of the Authority, and any such officers designated as "acting" or "interim" (each an "Authorized Officer") to acknowledge and consent to the License Agreement with such changes as shall be approved by an Authorized Officer with the advice of Bond Counsel, if necessary, and the Attorney General of the State, such execution and delivery to be deemed conclusive evidence of the approval thereof.

Section 2. All Other Necessary Action Authorized.

The Authorized Officers, are each hereby authorized and directed to undertake any and all actions necessary to effect execution, delivery and performance of the License Agreement and to execute and deliver any other consents, agreements, documents, certificates, directions and notices as may be necessary, advisable, or appropriate to effect action and the taking of any such action, and the execution and delivery of any such consent, agreement, document, certificate, direction and notices shall be conclusive evidence of the approval thereof by the Authorized Officer taking such action and of its necessity, advisability or appropriateness.

Section 3. Effective Date.

This Resolution shall take effect in accordance with the provisions of the Act.

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

AYE: Joshua Hodes
Katherine Ungar
Ridgeley Hutchinson
Louis Rodriguez
Ford M. Scudder (represented by David Moore)
Rochelle Hendricks

NAY: None

ABSTAIN: None

ABSENT: None

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

Kean VA agreement - 9/26/17

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
2017 BUDGET VARIANCE ANALYSIS
FOR THE MONTH ENDED July 31, 2017**

EXECUTIVE SUMMARY

Net Operating Income

The NJEFA concluded July with year-to-date net operating income in the amount of \$282,767 based on year to date revenues of \$1,922,998 and expenses of \$1,640,231.

Revenues

Year-to-date revenues were \$341,690 less than projected due to timing of the anticipated bond issuance activity.

Expenses

Operating expenditures for the first seven months of the year were under budget by \$388,994 primarily due to staff vacancies and timing of expenditures.

Exhibits

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NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
ACTUAL vs. BUDGET REPORT
JULY 2017

	Month Ended July 31, 2017			Seven Months Ended July 31, 2017		
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<u>Operating Revenues</u>						
Annual Administrative Fees	\$184,062	\$208,410	\$ (24,348)	\$ 1,591,827	\$ 1,640,523	\$ (48,696)
Initial Fees	-	87,500	(87,500)	300,000	612,500	(312,500)
Investment Income	7,936	1,667	6,269	31,171	11,665	19,506
	<u>\$ 191,998</u>	<u>\$ 297,577</u>	<u>\$ (105,579)</u>	<u>\$ 1,922,998</u>	<u>\$ 2,264,688</u>	<u>\$ (341,690)</u>
<u>Operating Expenses</u>						
Salaries	\$110,834	\$124,978	\$ 14,144	\$ 794,460	\$ 937,321	\$ 142,861
Employee Benefits	29,667	33,350	3,683	329,393	397,669	68,276
Provision for Post Ref. Health Benefits	17,850	17,850	-	124,950	124,950	-
Office of The Governor	2,208	2,208	-	15,458	15,460	2
Office of The Attorney General	4,666	4,667	1	32,662	32,665	3
Sponsored Programs	-	1,400	1,400	4,233	9,800	5,567
Telephone	1,785	2,167	382	11,804	15,165	3,361
Gasoline & Auto Maintenance	-	300	300	345	1,500	1,155
Rent	15,903	16,667	764	111,320	116,665	5,345
Utilities	1,687	1,792	105	11,807	12,540	733
Postage	38	417	379	993	2,915	1,922
Office Supplies & Expenses	1,413	3,625	2,212	16,677	25,375	8,698
Travel & Official Receptions	271	1,167	896	2,997	8,165	5,168
Staff Training & Tuition Reimbursement	2,176	1,083	(1,093)	9,910	7,585	(2,325)
Insurance	4,620	6,750	2,130	31,441	47,250	15,809
Annual Report & Newsletters	900	1,900	1,000	3,062	13,300	10,238
Public Relations	-	517	517	189	3,615	3,426
Professional Services	438	500	62	70,627	161,500	90,873
Dues & Subscriptions	3,632	3,433	(199)	17,183	24,035	6,852
Data Processing	3,675	3,833	158	20,370	26,835	6,465
Maintenance of Equipment	511	3,667	3,156	19,979	25,665	5,686
Depreciation	1,481	2,750	1,269	10,371	19,250	8,879
Contingency	-	-	-	-	-	-
	<u>203,755</u>	<u>235,021</u>	<u>31,266</u>	<u>1,640,231</u>	<u>2,029,225</u>	<u>388,994</u>
Net Operating Income	<u>\$ (11,757)</u>	<u>\$ 62,556</u>	<u>\$ (74,313)</u>	<u>\$ 282,767</u>	<u>\$ 235,463</u>	<u>\$ 47,304</u>

NJEFA
Operating Account - Vendor Payments
July 2017

Type	Date	Num	Name	Memo	Account	Accrual Basis Amount
Check	07/01/2017	11621	100 & RW CRA, LLC	Inv 001702	Rent, Utilities	11,806.67
Check	07/11/2017	EFT	NJSHBP	ID 150400 7/17	Employee Benefits	28,455.34
Check	07/11/2017	EFT	NJSHBP	ID 150400 7/17	Post Retirement Benefits	3,917.80
Check	07/13/2017	11624	Nelson, Steven	Expense Reimb - Travel 5/24/17 - 6/29/17	Travel & Official Receptions	61.94
Check	07/13/2017	11625	Wegmans Food Markets Inc.	6/20/17 Office Meeting, 6/26/17 Drew Meeting	Travel & Official Receptions	201.47
Check	07/13/2017	11626	DocuSafe	Inv 97292	Office Supplies and Expenses	397.07
Check	07/13/2017	11627	Vencius, Gary D.	Expense Reimbursement - Travel 7/5/17	Travel & Official Receptions	8.00
Check	07/13/2017	11628	Government News Network	Inv 77795-G	Dues & Subscriptions	318.00
Check	07/13/2017	11629	UPS	Inv 2Y687X267	Postage	26.14
Check	07/13/2017	11630	Arkadin Inc.	Inv 1059934-0817	Telephone	31.23
Check	07/13/2017	11631	Polar Inc.	Inv 014083	Office Supplies and Expenses	49.65
Check	07/13/2017	11632	NJ Advance Media	104375662-06202017-SL, 104375663-06202017-TT	Office Supplies and Expenses	78.58
Check	07/13/2017	11633	Verizon Wireless	Inv 9788506693	Telephone	275.52
Check	07/13/2017	11634	Lexis Nexis	Inv 1706215829	Dues & Subscriptions	314.00
Check	07/13/2017	11635	W.B. Mason Company, Inc.	Inv IS0643963	Office Supplies and Expenses	684.58
Check	07/13/2017	11636	N.J. Civil Service Commission	NJ_LMS Agreement FY2018	Staff Training	2,176.00
Check	07/13/2017	11637	Creative Source, Inc	Inv 10-872	Annual Report & Newsletters	900.00
Check	07/13/2017	11639	Bambach, Edward J	2017 Medicare Part B Reimbursement	Post Retirement Benefits	938.00
Check	07/13/2017	11640	Line Systems	Inv 66054170715	Telephone	1,477.94
Check	07/21/2017	11641	Paterson, Debra L.	Employee Reimbursement	Employee Benefits	43.00
Check	07/21/2017	11642	Bank of America - Acct Analysis	Inv 17060005459	Office Supplies and Expenses	75.01
Check	07/21/2017	11643	State Of New Jersey Department Of Labor	12/2016 EIN 0-221-829-511/000-00	Office Supplies and Expenses	27.00
Check	07/21/2017	11644	100 & RW CRA, LLC	Inv 001777	Office Supplies and Expenses	25.00
Check	07/21/2017	11645	SS&C Technologies, Inc	INV47111	Data Processing	3,675.00
Check	07/21/2017	11646	Polar Inc.	Inv 014765, 014953	Office Supplies and Expenses	75.55
Check	07/21/2017	11647	Treasurer, State of New Jersey - DAG	FY2017 4th Quarter (4/1/17 - 6/30/17)	Prepaid DAG Fees	12,196.00
Check	07/21/2017	11648	UPS	Inv 2Y687X277	Postage	11.60
Check	07/21/2017	11650	NJ Economic Development Authority	July Coverage	Employee Benefits	1,615.21
Check	07/21/2017	11651	20/20 Business Solutions, Inc.	Inv 494941	Equipment Maintenance	511.11
Check	07/21/2017	11652	Ornicap	Q217065, Q217066, Q217067, Q217068, Q217069	Proj Adv Rec: Rebate	6,250.00
Check	07/21/2017	11653	Hawkins, Delafield & Wood	2017-1, 2017-3, 2017-4, 2017-5, 2017-6, 2017-7	Proj Adv Rec: Rebate	8,250.00
Check	07/21/2017	11654	BLX Group, LLC.	23 Invoices	Proj Adv Rec: Rebate	29,500.00
Check	07/21/2017	11655	Willis of New Jersey	Inv 1814491, 1801134, 1806470, 1801108	Prepaid Insurance, Proj Adv Rec Insurance	147,306.28
Check	07/21/2017	11656	NAHEFFA	Annual Membership Dues	Dues & Subscriptions	3,000.00
						264,678.39

New Jersey Educational Facilities Authority
Summary of Construction Funds
As of July 31, 2017

<u>Institution</u>	<u>Issue</u>	<u>Description</u>	<u>Bond Proceeds</u>	<u>Net Disbursed</u>	<u>Balance</u>	<u>% Complete</u>
<u>Private</u>						
Seton Hall University	2016 Series C	Welcome Center, Bishop Dougherty Univ Center	\$ 38,059,002.20	\$ (9,638,256.69)	\$ 28,420,745.51	25%
The College of Saint Elizabeth	2016 Series D	Renov of O'Connor Hall & Improv, Refund 2008 F	2,627,671.74	(1,761,623.89)	866,047.85	67%
Stevens Institute of Technology	2017 Series A	Various Renov & Improvements, Refund 1998 I, 2007 A	76,911,558.14	(13,719,478.23)	63,192,079.91	18%
Princeton University	2017 Series C	Renov, Maint & Partial Refund Commercial Paper	162,455,632.40	(73,532,565.35)	88,923,067.05	45%
Seton Hall University	2017 Series E	Medical & Non-Medical Bldgs, Res & Clinical Admin Offices	31,915,000.00	(339,036.95)	31,575,963.05	1%
Sub Total			\$ 311,968,864.48	\$ (98,990,961.11)	\$ 212,977,903.37	
<u>Public</u>						
New Jersey City University	Series 2010 F	Various Capital Improvements	\$ 14,717,070.83	\$ (13,804,232.56)	\$ 912,838.27	94%
The College of New Jersey	Series 2013 A	Demo of Holman Hall, Construct and Renov of STEM	25,608,240.10	(20,948,786.51)	4,659,453.59	82%
Montclair State University	Series 2014 A	Various Refundings and Capital Projects	156,675,111.09	(121,509,433.70)	35,165,677.39	78%
New Jersey City University	Series 2015 A	Various Renovations & Improv, Refund 02 A, 08 E	37,869,656.10	(26,006,708.61)	11,862,947.49	69%
Ramapo College of New Jersey	Series 2015 B	Refund & Renov to Student Center & Coll. Park Apts	16,039,113.37	(13,681,524.32)	2,357,589.05	85%
Stockton University	Series 2016 A	Science Center, Academic Bldg, Quad Project	26,207,528.53	(9,310,356.99)	16,897,171.54	36%
Ramapo College of New Jersey	Series 2017 A	Refund 06 I, Renov Library, Learning Center	11,278,830.75	(948,294.95)	10,330,535.80	8%
Sub Total			\$ 288,395,550.77	\$ (206,209,337.64)	\$ 82,186,213.13	
<u>Other Programs</u>						
Equipment Leasing Fund	Series 2014 A&B	Acquisition and Installation of Equipment	\$ 101,266,893.00	\$ (84,920,779.59)	\$ 16,346,113.41	84%
Technology Infrastructure Fund	Series 2014	Development of Technology Infrastructure	41,313,667.00	(33,078,225.48)	8,235,441.52	80%
Capital Improvement Fund	Series 2014 A-D	Capital Improvements	191,905,596.00	(162,674,791.39)	29,230,804.61	85%
Facilities Trust Fund	Series 2014	Construct, Reconstruct, Develop & Improve Facilities	219,977,164.00	(144,607,442.84)	75,369,721.16	66%
Capital Improvement Fund	Series 2016 B	Capital Improvements	146,700,261.19	(15,998,608.49)	130,701,652.70	11%
Sub Total			\$ 701,163,581.19	\$ (441,279,847.79)	\$ 259,883,733.40	
Grand Total			\$1,301,527,996.44	\$ (746,480,146.54)	\$ 555,047,849.90	

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
2017 BUDGET VARIANCE ANALYSIS
FOR THE MONTH ENDED August 31, 2017**

EXECUTIVE SUMMARY

Net Operating Income

The NJEFA concluded August with year-to-date net operating income in the amount of \$241,806 based on year to date revenues of \$2,116,041 and expenses of \$1,874,235.

Revenues

Year-to-date revenues were \$446,224 less than projected due to timing of the anticipated bond issuance activity.

Expenses

Operating expenditures for the first eight months of the year were under budget by \$390,011 primarily due to staff vacancies and timing of expenditures.

Exhibits

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NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
ACTUAL vs. BUDGET REPORT
AUGUST 2017

	Month Ended August 31, 2017			Eight Months Ended August 31, 2017		
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<u>Operating Revenues</u>						
Annual Administrative Fees	\$184,061	\$208,410	\$ (24,349)	\$ 1,775,888	\$ 1,848,933	\$ (73,045)
Initial Fees	-	87,500	(87,500)	300,000	700,000	(400,000)
Investment Income	8,982	1,667	7,315	40,153	13,332	26,821
	<u>\$ 193,043</u>	<u>\$ 297,577</u>	<u>\$ (104,534)</u>	<u>\$ 2,116,041</u>	<u>\$ 2,562,265</u>	<u>\$ (446,224)</u>
<u>Operating Expenses</u>						
Salaries	\$110,931	\$124,978	\$ 14,047	\$ 905,391	\$ 1,062,299	\$ 156,908
Employee Benefits	31,065	33,350	2,285	360,458	431,019	70,561
Provision for Post Ret. Health Benefits	17,850	17,850	-	142,800	142,800	-
Office of The Governor	2,208	2,208	-	17,666	17,668	2
Office of The Attorney General	4,666	4,667	1	37,328	37,332	4
Sponsored Programs	11	1,400	1,389	4,244	11,200	6,956
Telephone	1,805	2,167	362	13,609	17,332	3,723
Gasoline & Auto Maintenance	63	300	237	408	1,800	1,392
Rent	15,903	16,667	764	127,223	133,332	6,109
Utilities	1,686	1,792	106	13,493	14,332	839
Postage	65	417	352	1,058	3,332	2,274
Office Supplies & Expenses	2,406	3,625	1,219	19,083	29,000	9,917
Travel & Official Receptions	1,659	1,167	(492)	4,656	9,332	4,676
Staff Training & Tuition Reimbursement	795	1,083	288	10,705	8,668	(2,037)
Insurance	5,270	6,750	1,480	36,711	54,000	17,289
Annual Report & Newsletters	12,460	1,900	(10,560)	15,522	15,200	(322)
Public Relations	-	517	517	189	4,132	3,943
Professional Services	17,018	500	(16,518)	87,645	162,000	74,355
Dues & Subscriptions	2,615	3,433	818	19,213	27,468	8,255
Data Processing	3,675	3,833	158	24,045	30,668	6,623
Maintenance of Equipment	956	3,667	2,711	20,935	29,332	8,397
Depreciation	1,482	2,750	1,268	11,853	22,000	10,147
Contingency	-	-	-	-	-	-
	<u>234,589</u>	<u>235,021</u>	<u>432</u>	<u>1,874,235</u>	<u>2,264,246</u>	<u>390,011</u>
Net Operating Income	<u>\$ (41,546)</u>	<u>\$ 62,556</u>	<u>\$ (104,102)</u>	<u>\$ 241,806</u>	<u>\$ 298,019</u>	<u>\$ (56,213)</u>

NJEFA
Operating Account - Vendor Payments
August 2017

5:24 PM

Type	Date	Num	Name	Memo	Account	Accrual Basis Amount
Check	08/01/2017	11657	100 & RW CRA, LLC	Inv 001840	Rent, Utilities	11,806.67
Check	08/04/2017	11658	McFadyen, Jacqueline	Expense Reimbursement - Travel 7/12/17 - 7/26/17	Travel & Official Receptions	54.22
Check	08/04/2017	11659	Nelson, Steven	Expense Reimbursement - Travel 6/29/17 - 7/26/17	Travel & Official Receptions	67.87
Check	08/04/2017	11660	Hazley, Lipda J.	Employee Reimbursement - Travel 7/12/17	Travel & Official Receptions	8.00
Check	08/04/2017	11661	Lamont Financial Services Inc.	Inv 455-0717Q2	Professional Services	16,629.17
Check	08/04/2017	11662	Polar Inc.	Inv 015825	Office Supplies and Expenses	49.65
Check	08/04/2017	11663	Wegmans Food Markets Inc.	7/19/17 Office Meeting	Travel & Official Receptions	132.49
Check	08/04/2017	11664	UPS	Inv 2Y687X297	Postage	36.34
Check	08/04/2017	11665	Creative Source, Inc	Inv 10-870	Annual Report & Newsletters	10,800.00
Check	08/04/2017	11667	Clark, Rebecca	Expense Reimbursement - Travel 7/15/2017 - 7/26/17	Travel & Official Receptions	104.55
Check	08/04/2017	11668	LogMein / GetGo Inc.	Inv IN10005895	Equipment Maintenance	249.99
Check	08/04/2017	11669	Walker, Lisa	Expense Reimbursement - Travel 7/12/17 - 7/26/17	Travel & Official Receptions	24.00
Check	08/04/2017	11670	Cash	Replenish Petty Cash	Office Supp and Exp, Spans Prog, Travel & Receptions	195.72
Check	08/02/2017	EFT	NUSHBP	ID 150400 08/17	Employee Benefits	28,455.34
Check	08/02/2017	EFT	NUSHBP	ID 150400 08/17	Post Retirement Benefits	3,917.80
Check	08/02/2017	11671	CDW Government, Inc.	Inv JPH0406	Office Supplies and Expenses	36.50
Check	08/02/2017	11672	MacDonald, Carl J.	Expense Reimb - Travel 6/21/17 - 7/12/2017, Fuel Auth Car	Travel & Official Receptions, Auto Expense	64.98
Check	08/02/2017	11673	William Paterson University	Rating Agency Meetings - JM, SN	Travel & Official Receptions	36.88
Check	08/08/2017	11674	Dell Marketing L.P.	Inv 10182350470	Data Processing Equipment	2,130.66
Check	08/08/2017	11675	DocuSafe	Inv 98243	Office Supplies and Expenses	160.88
Check	08/08/2017	11676	Nelson, Steven	Expense Reimb - Travel 7/27/17 - 8/31/17, NJCU Visit	Travel & Official Receptions	16.16
Check	08/08/2017	11677	SS&C Technologies, Inc	INV472538	Data Processing	3,675.00
Check	08/08/2017	11678	Thomson Reuters Global Markets Inc.	Inv 94652311, 94755580	Dues & Subscriptions	1,420.00
Check	08/08/2017	11679	Government News Network	Inv 78084-G	Dues & Subscriptions	318.00
Check	08/08/2017	11680	UPS	Inv 2Y687X307	Postage	18.20
Check	08/08/2017	11681	Arkadin Inc.	Inv 1068642-0717	Telephone	58.35
Check	08/08/2017	11682	MacDonald, Carl J.	Expense Reimbursement - Fuel Authority Car	Automobile Expense	34.94
Check	08/08/2017	11683	Paterson, Debra L.	Expense Reimbursement	Employee Benefits	75.00
Check	08/08/2017	11684	NJ Economic Development Authority	August Coverage	Employee Benefits	2,080.09
Check	08/08/2017	11685	Yang, Ellen	Exp Reimb - 2017 BAW 10/4/17-10/6/17	Staff Training, Travel & Official Receipt	1,529.92
Check	08/08/2017	11686	Wollers Kluwer Legal & Regulatory U.S.	Inv 5510004051 Payroll Managers Letter	Dues & Subscriptions	585.00
Check	08/08/2017	11687	Jersey Printing	Inv 25284	Annual Report & Newsletters	1,660.00
Check	08/29/2017	11688	The Hartford	Acct 12566813 WC Audit Adj	Insurance	650.00
Check	08/29/2017	11689	Spector, Jeremy	Exp Reimb JS, RS	Employee Benefits	600.00
Check	08/29/2017	11690	AP Technology LLC	Inv IN016128	Equipment Maintenance	195.00
Check	08/29/2017	11691	Polar Inc.	Inv 017322	Office Supplies and Expenses	35.75
Check	08/29/2017	11692	100 & RW CRA, LLC	Inv 002045, 001918, 001919	Office Supplies and Expenses	550.00
Check	08/29/2017	11693	Bank of America Merrill Lynch	SHU 2017 Pricing 6/21/17 SN, CM	Travel & Official Receptions	25.00
Check	08/29/2017	11694	Yang, Ellen	Expense Reimb, BAW, 10/4/17-10/6/17 Airfare	Travel & Official Receptions	298.89
Check	08/29/2017	11695	Rodriguez, Louis	Expense Reimbursement	Travel & Official Receptions	91.00
Check	08/29/2017	11696	Line Systems	Inv 66054170815	Telephone	1,458.35
Check	08/29/2017	11697	UPS	Inv 2Y687X317, 2Y687X337	Postage	72.49
Check	08/29/2017	11698	20/20 Business Solutions, Inc.	Inv 495064	Equipment Maintenance	511.11
Check	08/29/2017	11699	CDW Government, Inc.	Inv JQX2374, JTH7306	Office Supplies and Expenses	202.50
Check	08/29/2017	11700	Yang, Ellen	Expense Reimbursement	Employee Benefits	300.00
Check	08/29/2017	11701	Lexis Nexis	Inv 1707215529	Dues & Subscriptions	292.00
Check	08/29/2017	11702	Verizon Wireless	Inv 9790251638	Telephone	287.86
Check	08/29/2017	11703	W.B. Mason Company, Inc.	Inv IS0657516	Office Supplies and Expenses	1,198.79
Check	08/29/2017	11705	New Jersey City University	8/3/17 Visit SN, CM	Travel & Official Receptions	16.77
						93,217.62

New Jersey Educational Facilities Authority
Summary of Construction Funds
As of August 31, 2017

<u>Institution</u>	<u>Issue</u>	<u>Description</u>	<u>Bond Proceeds</u>	<u>Net Disbursed</u>	<u>Balance</u>	<u>% Complete</u>
Seton Hall University	2016 Series C	Welcome Center, Bishop Dougherty Univ Center	\$ 38,059,002.20	\$ (13,332,511.40)	\$ 24,726,490.80	35%
The College of Saint Elizabeth	2016 Series D	Renov of O'Connor Hall & Improv, Refund 2008 F	2,627,671.74	(2,052,934.67)	574,737.07	78%
Stevens Institute of Technology	2017 Series A	Various Renov & Improvements, Refund 1998 I, 2007 A	76,911,558.14	(14,068,412.68)	62,843,145.46	18%
Princeton University	2017 Series C	Renov, Maint & Partial Refund Commercial Paper	162,455,632.40	(73,466,798.86)	88,988,833.54	45%
Seton Hall University	2017 Series E	Medical & Non-Medical Bldgs, Res & Clinical Admin Offices	31,915,000.00	(323,027.31)	31,591,972.69	1%
Sub Total			\$ 311,968,864.48	\$(103,243,684.92)	\$ 208,725,179.56	
Public						
New Jersey City University	Series 2010 F	Various Capital Improvements	\$ 14,717,070.83	\$ (13,802,801.20)	\$ 914,269.63	94%
The College of New Jersey	Series 2013 A	Demo of Holman Hall, Construct and Renov of STEM	25,608,240.10	(20,940,214.23)	4,668,025.87	82%
Montclair State University	Series 2014 A	Various Refundings and Capital Projects	156,675,111.09	(122,269,337.58)	34,405,773.51	78%
New Jersey City University	Series 2015 A	Various Renovations & Improv, Refund 02 A, 08 E	37,869,656.10	(26,197,068.79)	11,672,587.31	69%
Ramapo College of New Jersey	Series 2015 B	Refund & Renov to Student Center & Coll. Park Apts	16,039,113.37	(13,680,617.45)	2,358,495.92	85%
Stockton University	Series 2016 A	Science Center, Academic Bldg, Quad Project	26,207,528.53	(10,093,732.60)	16,113,795.93	39%
Ramapo College of New Jersey	Series 2017 A	Refund 06 I, Renov Library, Learning Center	11,278,830.75	(948,133.15)	10,330,697.60	8%
Sub Total			\$ 288,395,550.77	\$(207,931,905.00)	\$ 80,463,645.77	
Other Programs						
Equipment Leasing Fund	Series 2014 A&B	Acquisition and Installation of Equipment	\$ 101,266,893.00	\$ (85,407,199.63)	\$ 15,859,693.37	84%
Technology Infrastructure Fund	Series 2014	Development of Technology Infrastructure	41,313,667.00	(33,097,166.76)	8,216,500.24	80%
Capital Improvement Fund	Series 2014 A-D	Capital Improvements	191,905,596.00	(162,674,791.39)	29,230,804.61	85%
Facilities Trust Fund	Series 2014	Construct, Reconstruct, Develop & Improve Facilities	219,977,164.00	(153,262,754.68)	66,714,409.32	70%
Capital Improvement Fund	Series 2016 B	Capital Improvements	146,700,261.19	(16,011,582.87)	130,688,678.32	11%
Sub Total			\$ 701,163,581.19	\$(450,453,495.33)	\$ 250,710,085.86	
Grand Total			\$1,301,527,996.44	\$(761,629,085.25)	\$ 539,898,911.19	