Honorable Chris Christie  
Governor of the State of New Jersey  
State House  
PO Box 001  
Trenton, New Jersey 08625  

Dear Governor Christie:

In accordance with the provisions of the New Jersey Environmental Infrastructure Trust Act, I hereby transmit for your review and consideration the minutes of the October 13, 2016 meeting of the New Jersey Environmental Infrastructure Trust. The New Jersey Environmental Infrastructure Trust Act provides that the Governor has ten days from the delivery of the minutes, excluding weekends and holidays, to review and accept such minutes. In the event that the minutes are not acted upon within the statutory time frame by you, the minutes become effective automatically.

Sincerely,

David E. Zimmer  
Executive Director  

Enclosure  

cc: Honorable Stephen Sweeney, President of the Senate  
Honorable Vincent Prieto, Speaker of the General Assembly
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

OPEN PUBLIC MEETING

MINUTES – November 10, 2016

1. CALL TO ORDER:

A meeting of the New Jersey Environmental Infrastructure Trust was convened on Thursday, November 10, 2016 in the conference room of 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey. Vice Chairman Briant called the meeting to order at 9:59 a.m.

2. OPEN PUBLIC MEETING ACT STATEMENT:

Executive Director Zimmer read the Open Public Meeting Act Statement into the record.

3. ROLL CALL:

Ms. Nancy Collazo conducted roll call to which Mr. Briant, Mr. Longo, Mr. Ellis, Mr. Griffin, Mr. Cunningham and Mr. Kennedy, all responded affirmatively.

DIRECTORS
Robert A. Briant, Jr., Vice Chairman
Mark Longo, Secretary *
Roger Ellis, Treasurer
Dan Kennedy
(for DEP Commissioner Martin)
Michael Griffin
(for State Treasurer Scudder)
Timothy Cunningham
(for DCA Commissioner Richman)

OTHERS
David E. Zimmer, Executive Director
Frank Scangarella, Assistant Director
Lauren Seidman Kaltman, Chief Financial Officer
John Hansbury, Chief Budget Officer
Lisa LeBoeuf, Governor’s Authorities Unit
Clifford T. Rones, Deputy Attorney General
Richard Nolan, McCarter & English LLP
Geoffrey Stewart, Public Financial Management
Scott Shymon, Municipal Finance & Construction

(*) Participated via teleconference
4. **APPROVAL OF THE MINUTES:**

Vice Chairman Briant opened discussion of the minutes of the Thursday, October 13, 2016 Trust Board meeting.

There were no comments or questions. Vice Chairman Briant requested a motion for approval.

Mr. Cunningham moved for the approval of the minutes. Mr. Ellis seconded the motion. The motion was carried 6 to 0 with 6 abstentions.

5. **ANNOUNCEMENTS:**

Executive Director Zimmer summarized a number of the substantive events that have occurred since the last Board meeting and the related correspondence which was issued since the last Trust Board meeting:

- **On November 9, 2016,** Executive Director Zimmer, Assistant Director Scangarella, the DEP’s Michele Putnam, Gene Chebra, and Charles Jenkins met with Woolwich Township’s Mayor, Deputy Mayor, staff and representatives from Maser Consulting to discuss potential financing for the Township’s sewer project;

- **On November 4, 2016,** Executive Director Zimmer, Chief Financial Officer Kaltman and members of PFM’s financial team met in New York City with representatives from Fitch Ratings, Moody’s Investor Services and S&P Ratings regarding the Trust’s three upcoming bond issues;

- **On November 3, 2016,** Executive Director Zimmer and Legal and Compliance Officer Judy Karp presented testimony on three bills to the Senate Environment and Energy Committee. These bills included two (2) fall supplemental appropriation bills for the Financing Program, S-2731 and S-2732, which amend the Spring appropriation bills by adding 30 new projects and increasing the loan amounts of 11 existing projects on the project eligibility list thereby increasing the total appropriation amount of projects eligible for long term funding from $411.35 million to $641.6 million. The third bill, S-853, the Water Infrastructure Savings Enabling (WISE) Act, requires local governments and authorities seeking to finance $1 million or more of the cost of an environmental infrastructure project to obtain a financing cost estimate from the Trust. All three bills were unanimously approved by the Senate Committee;

- **On November 2, 2016,** Executive Director Zimmer and DEP Assistant Commissioner Dan Kennedy met with NJ American Water Company’s Vice President and Director of Engineering, Donald Shields, to discuss ways in which the Program could more efficiently address water utility projects which are listed on BPU’s DSIC Foundation Filing List;

- **On November 2, 2016,** Legal and Compliance Officer Judy Karp participated as a panelist at the Brownfield Coalition of the Northeast Networking and Resource Fair at Mott MacDonald’s Training Facility to discuss the Financing Program’s incentives for sustainable development;

- **On November 1, 2016,** Chief Financial Officer Kaltman participated in the 32nd Annual Construction Forecast Seminar sponsored by the NJ Alliance for Action;
• On **October 31 through November 2, 2016**, Executive Director Zimmer, Assistant Director Scangarella and DEP Assistant Director Gene Chebra participated in the Council of Infrastructure Financing Authorities’ (CIFA) annual conference in Austin, Texas;

• On **October 14, 2016**, Executive Director Zimmer, Project Operations Manager George Rolon, DEP Assistant Commissioner Dan Kennedy and his staff participated in the Sandy Regional Infrastructure Resilience Coordination (SRIRC) meeting hosted by FEMA Region-2 at their New York headquarters. Topics of discussion included how members of SRIRC could provide beneficial support in the event of a future disaster;

• The next Trust Board meeting is scheduled for Thursday, **December 8, 2016** at 10:00 am at the Trust’s offices

A copy of the announcements are available on the Trust’s webpage under the Recent Board Meeting Documents tab. [http://njeit.org/board-meetings](http://njeit.org/board-meetings) (locate “Meeting Date”, then select “Minutes”, the announcements will be at the end of the file.)

There were no comments or questions.

6. **PUBLIC COMMENTS:**

Vice Chairman Briant invited comments from the public. There were no comments.

7. **UNFINISHED BUSINESS:**

A. Mr. Shymon of the NJDEP’s Municipal Finance and Construction Element, reported that there are 202 active projects totaling $943,085,530 and 1139 closed projects totaling $5,400,755,452 for a grand total of 1341 projects at $6,343,840,982.

B. Mr. Shymon discussed the SFY2017 Combined Financing Loan Programs:

**SFY2017 Clean Water Financing Program:**

<table>
<thead>
<tr>
<th>Project Certified &amp; Received Long-Term Loan:</th>
<th>0 Projects Totaling $ 0</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Certified with Construction Loan:</td>
<td>29 Projects Totaling $ 195,854,183</td>
</tr>
<tr>
<td>Project Certified - not Closed:</td>
<td>33 Projects Totaling $ 171,472,720</td>
</tr>
<tr>
<td>Project Received Authorized to Advertise; approval expected by 6/30/17</td>
<td>14 Projects Totaling $ 125,400,000</td>
</tr>
<tr>
<td>Project Planning &amp; Design Loan</td>
<td>8 Projects Totaling $ 20,150,000</td>
</tr>
<tr>
<td>Project Approval expected by 6/30/17</td>
<td>72 Projects Totaling $ 593,475,000</td>
</tr>
<tr>
<td>Project Approval not expected by 6/30/17</td>
<td>64 Projects Totaling $ 938,660,000</td>
</tr>
<tr>
<td>Total Clean Water Projects</td>
<td>220 Projects Totaling $ 2,045,011,903</td>
</tr>
</tbody>
</table>
SFY2017 Drinking Water Financing Program:

| Project Certified & Received Long-Term Loan: | 0 Projects Totaling | $0 |
| Project Certified with Construction Loan: | 18 Projects Totaling | $67,466,277 |
| Project Certified - not Closed: | 22 Projects Totaling | $48,291,025 |
| Project Received Authorized to Advertise; approval expected by 6/30/17 | 10 Projects Totaling | $110,000,000 |
| Project Planning & Design Loan | 0 Projects Totaling | $0 |
| Project Approval expected by 6/30/17 | 59 Projects Totaling | $297,307,000 |
| Project Approval not expected by 6/30/17 | 37 Projects Totaling | $199,600,000 |
| Total Drinking Water Projects | 146 Projects Totaling | $722,664,302 |

SFY2017 Grand Totals:

| Clean & Drinking Water Program Totals: | 366 Projects | $2,797,676,205 |

Vice Chairman Briant asked if the amount of outstanding Construction Loans included previous fiscal years. Mr. Shymon responded that the number did include all outstanding construction projects. Vice Chairman Briant then asked if the amount of “Projects Certified – not Closed” included projects in this fiscal year. Mr. Shymon responded that the number did include most of the projects certified in this fiscal year.

C. Executive Director Zimmer next reported on the status of the Trust’s outstanding Requests for Proposals (RFPs):

**Software Component Outsourcing Services RFP**
- Proposals are currently due at the Trust’s offices by noon on November 30, 2016
- Recommendation for contract award is expected at the December Board meeting

There were no comments or questions.

D. Executive Director Zimmer next reported on the status of the Construction and SAIL Loan Programs and specifically, changes since the last Board meeting:

- The Trust received 5 new applications for short-term loan financing totaling $126.3 M
  - The Trust has received 85 Construction Loan applications to-date totaling $589.7 M
- The Trust has closed 5 Construction Loan applications totaling $22.0 M
  - The Trust has closed on 62 Construction Loan applications to-date totaling $317.7 M
- The Trust disbursed $9.0 M of funds to 19 projects
  - 60 projects have received Construction Loan disbursement from the Trust to-date totaling $97.7 M

The Construction Loan report was provided to the Board of Directors of the Trust in satisfaction of the requirements of Section 11 of the authorizing Resolution No. 16-22 adopted on May 12, 2016.
There were no comments or questions.

8. **NEW BUSINESS:**

A. Executive Director Zimmer requested that the Trust’s Chief Budget Officer, John Hansbury, introduce Resolution No. 16-49 accepting the September 2016 Treasurer’s Report.

<table>
<thead>
<tr>
<th>Revenues earned in September 2016:</th>
<th>$ 492,708</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD Total Revenues Earned:</td>
<td>$ 1,504,723</td>
</tr>
<tr>
<td>YTD Total Revenues Budgeted:</td>
<td>$ 1,512,552</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses Incurred in September 2016:</th>
<th>$ 434,989</th>
</tr>
</thead>
<tbody>
<tr>
<td>YTD Total Expenses Incurred:</td>
<td>$ 1,225,585</td>
</tr>
<tr>
<td>YTD Total Expenses Budgeted:</td>
<td>$ 1,225,189</td>
</tr>
</tbody>
</table>

**Difference YTD v. Budgeted YTD:** $ (8,225)

Mr. Hansbury asked if there were any comments or questions. Hearing none, Vice Chairman Briant requested a motion for approval.

The resolution was moved for adoption by Mr. Griffin and seconded by Mr. Ellis. The motion was carried 6 to 0 with 0 abstentions.

B. Executive Director Zimmer introduced Resolution No. 16-50 approving the New Jersey Environmental Infrastructure Bond Resolution, Series 2016A-2 (Green Bonds). The Resolution authorizes Trust Staff to take necessary actions to market and sell the new series of bonds for Governmental Borrowers. As required by Program statute, the Trust received the Governor and Treasurer’s written prior approval of all Bond Resolutions. A majority of SFY2017 Financing Program Loans consist of 25% NJEIT Funding. The Trust expects to issue approximately $7.4 million of bonds to finance 18 project to 12 borrowers with costs totaling $29.7 million. The bond sale is currently scheduled for December 6, 2016 with a closing date set for December 22, 2016.

Executive Director Zimmer asked if there were any comments or questions. Hearing none, Vice Chairman Briant requested a motion for approval.

The resolution was moved for adoption by Mr. Longo and seconded by Mr. Kennedy. The motion was carried 6 to 0 with 0 abstentions.

C. Executive Director Zimmer introduced Resolution No. 16-51 approving the Supplemental Bond Resolution authorizing the Environmental Infrastructure Refunding Bond, Series 2016A-R3 (Green Bonds). The Resolution authorizes Trust staff to take the necessary actions to market, sell and deliver the Refunding Bonds to advance refund $35.425 million of the outstanding Trust Bond Series 2009A. The Trust anticipates issuing approximately $35.575 million in refunding bonds with expected net present value savings for the 22 participating borrowers of $2.4 million or approximately 6.8% of the refunded Par-dollar amount. The bond sale is currently scheduled for December 6, 2016 with a closing date set for December 22, 2016.
Executive Director Zimmer asked if there were any comments or questions. Hearing none, Vice Chairman Briant requested a motion for approval.

The resolution was moved for adoption by Mr. Cunningham and seconded by Mr. Kennedy. The motion was carried 6 to 0 with 0 abstentions.

D. Executive Director Zimmer introduced Resolution No. 16-52 approving the Supplemental Bond Resolution authorizing the Environmental Infrastructure Refunding Bond, Series 2016A-R4 (Green Bonds). The Resolution authorizes Trust staff to take the necessary actions to market, sell and deliver the Refunding Bonds to advance refunding of $77.720 million of the outstanding Trust Bond Series 2010A. The Trust anticipates issuing approximately $73.245 million in refunding bonds with expected net present value savings for the 93 participating borrowers of $5.4 million or approximately 7.0% of the refunded Par-dollar amount. The bond sale is currently scheduled for December 6, 2016 with a closing date set for December 22, 2016.

Executive Director Zimmer asked if there were any comments or questions. Hearing none, Vice Chairman Briant requested a motion for approval.

The resolution was moved for adoption by Mr. Ellis and seconded by Mr. Griffin. The motion was carried 6 to 0 with 0 abstentions.

E. Executive Director Zimmer requested Assistant Director Scangarella introduce Resolution No. 16-53 authorizing a Statewide Assistance Infrastructure Loan (SAIL) to Middlesex County Utilities Authority (Project S340699-12) for the replacement and protection of equipment at the Sayreville Pump Station. This Resolution amends Resolution No. 16-27 to increase the certified amount of the project from $86 M to $90 million. Approximately $66.4 million of the $90 million in project costs are expected to be reimbursed by FEMA.

Assistant Director Scangarella asked if there were any comments or questions. Hearing none, Vice Chairman Briant requested a motion for approval.

The resolution was moved for adoption by Mr. Kennedy and seconded by Mr. Cunningham. The motion was carried 6 to 0 with 0 abstentions.

F. Executive Director Zimmer requested Assistant Director Scangarella introduce Resolution No. 16-54 authorizing a Statewide Assistance Infrastructure Loan (SAIL) to Bayshore Regional Sewerage Authority (Project # S340697-06) for the restoration and mitigation of the Authority’s water pollution control plant and power distribution system. This Resolution amends Resolution No. 16-28 to increase the certified amount of the project from $12 million to $19 million to account for the costs of Phase-2 of the project. Approximately $5.6 million of the $19 million in project costs are expected to be reimbursed by FEMA.

Assistant Director Scangarella asked if there were any comments or questions. Hearing none, Vice Chairman Briant requested a motion for approval.

The resolution was moved for adoption by Mr. Kennedy and seconded by Mr. Ellis.
The motion was carried 6 to 0 with 0 abstentions.

9. **EXECUTIVE SESSION:**

Vice Chairman Briant asked if there was a need for an Executive Session. Executive Director Zimmer responded there was not.

Vice Chairman Briant asked Executive Director Zimmer if there was any further action required by the Board. Mr. Zimmer answered there was not.

Vice Chairman Briant then asked for a motion for an adjournment.

Mr. Kennedy moved to adjourn the meeting. The motion was seconded by Mr. Cunningham. The motion was carried 6 to 0 with 0 abstentions.

The meeting was adjourned at 10:26 am.
RESOLUTION NO. 16 - 49

RESOLUTION AUTHORIZING APPROVAL OF THE SEPTEMBER 2016 TREASURER’S REPORT

WHEREAS, the New Jersey Environmental Infrastructure Trust (the “Trust”) has reviewed the Treasurer’s Report for September 2016; and

WHEREAS, the Trust has placed in its files certain correspondence relating to expenses incurred in relation to the Trust.

NOW THEREFORE, BE IT RESOLVED, that the Trust hereby accepts the Treasurer’s Report for September 2016 and requests that the same be entered into the record.

Adopted Date: November 10, 2016

Motion Made By: Michael Griffin

Motion Seconded By: Roger Ellis

Ayes: 6

Nays: 0

Abstentions: 0
RESOLUTION NO. 16 - 50

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

ENVIRONMENTAL INFRASTRUCTURE BOND RESOLUTION,
SERIES 2016A-2 (GREEN BONDS)

Adopted November 10, 2016

Adopted Date: November 10, 2016
Motion Made By: Mark Longo
Motion Seconded By: Dan Kennedy
Ayes: 6
Nays: 0
Abstentions: 0
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BE IT RESOLVED by the Board of Directors of the New Jersey Environmental Infrastructure Trust (the “Trust”) as follows:

ARTICLE I
DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01. Definitions. Unless the context otherwise requires, for all purposes of this Bond Resolution, the terms defined in this Section 1.01 shall have the meanings specified below:

“Account” means any account designated and established hereunder.

“Act” means the “New Jersey Environmental Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey (N.J.S.A. 58:11B-1 et seq.), as the same may from time to time be amended and supplemented.

“Administrative Fee” means an annual fee of three-tenths of one percent (.30%) of the initial principal amount of the Loan or such lesser amount, if any, as the Trust may approve from time to time, payable by each Borrower in accordance with the terms of its Loan Agreement.

“Administrative Fee Account” means the Account within the Operating Expense Fund so designated and established by Article V hereof.

“Allocable Share” for any Borrower means (i) with respect to Net Earnings on the SRF Account of the Debt Service Reserve Fund during the capitalized interest period for SRF Borrowers that are not or are no longer capitalizing interest as determined pursuant to Section 5.10(2)(b)(i) hereof, the percentage set forth for any such SRF Borrowers on Schedule II-A attached hereto, which percentage shall be equal to a fraction, the numerator of which shall equal the principal amount of the Loan for such SRF Borrower, and the denominator of which shall equal the aggregate principal amount of all Loans for all SRF Borrowers that are not or are no longer capitalizing interest as of the date of such determination, (ii) with respect to Net Earnings on the Non-SRF Account of the Debt Service Reserve Fund during the capitalized interest period for non-SRF Borrowers that are not or are no longer capitalizing interest as determined pursuant to Section 5.10(2)(b)(ii) hereof, the percentage set forth for any such non-SRF Borrowers on Schedule II-B attached hereto, which percentage shall be equal to a fraction, the numerator of which shall equal the principal amount of the Loan for such non-SRF Borrower, and the denominator of which shall equal the aggregate principal amount of all Loans for all non-SRF Borrowers that are not or are no longer capitalizing interest as of the date of such determination, (iii) with respect to Net Earnings on the Debt Service Reserve Fund after the capitalized interest period as determined pursuant to Sections 5.10(3) and 5.10(4)(c) and (d) hereof and with respect to the Net Earnings on all other funds and accounts that are subject to transfer and credit in accordance with Sections 5.10(3) and (4) hereof, the percentage set forth for any such Borrower on Schedule I-A attached hereto for SRF and non-SRF Borrowers, respectively, which percentage shall be equal to a fraction, the numerator of which shall equal the principal amount of the Loan for such Borrower, and the denominator of which shall equal the aggregate principal amount of all Loans for all SRF or non-SRF Borrowers, as appropriate, and (iv) for all other purposes hereunder, the percentage set forth for any such Borrower on Schedule I-B attached hereto, which percentage shall be equal to a fraction, the numerator of which shall equal the principal amount of the Loan for such Borrower, and the denominator of which
shall equal the aggregate principal amount of all Loans for all Borrowers; provided, however, that in the event the Borrowers are either all SRF Borrowers or all non-SRF Borrowers, the percentages set forth in Schedule I-A attached hereto shall equal the percentages set forth in Schedule I-B hereto.

“Allowable Project Cost” means for any Borrower the Trust Share as initially defined in Exhibit B to such Borrower’s Loan Agreement.

“Applicable” means (i) with reference to any Fund, Account or Subaccount so designated and established by this Bond Resolution, the Fund, Account or Subaccount so designated and established, (ii) with respect to any Series of Bonds, the Series of Bonds issued for a particular purpose hereunder, and (iii) with respect to any Loan Agreement, the Loan Agreement entered into by and between a Borrower and the Trust relating to a borrowing from the Trust.

“Authorized Newspapers” means three general newspapers and one financial newspaper, all of which are customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, printed in the English language and of general circulation, with respect to the general newspapers, in the State of New Jersey, and with respect to the financial newspaper, in the State of New Jersey or the Borough of Manhattan, City and State of New York.

“Authorized Officer” means (i) in the case of the Trust, the Chairman, Vice-Chairman or Executive Director of the Trust, or any other person or persons designated by the Board by resolution to act on behalf of the Trust under this Bond Resolution; the designation of such person or persons shall be evidenced by a written certificate containing the specimen signature of such person or persons and signed on behalf of the Trust by its Chairman, Vice-Chairman or Executive Director; (ii) in the case of a Borrower, any person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower to perform any act or execute any document; the designation of such person or persons shall be evidenced by a certified copy of such resolution or ordinance delivered to the Trust and the Trustee; and (iii) in the case of the Trustee, any person or persons authorized to perform any act or execute any document; the designation of such person or persons shall be evidenced by a written certificate containing the specimen signature of such person or persons reasonably acceptable to the Trust.

“Board” means the Board of Directors of the Trust, or if said Board shall be abolished, the board, body, commission or agency succeeding to the principal functions thereof or to whom the powers and duties granted or imposed by this Bond Resolution shall be given by law.

“Bond” or “Bonds” means one or more, as the case may be, of the Series 2016A-2 Bonds or Refunding Bonds, and all bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 4.07 or 11.10 hereof.

“Bond Counsel” means a law firm, appointed by the Trust, having a reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds.

“Bondholder”, “Holder” or “holder” means any person who shall be the registered owner of a Bond or Bonds.

“Bond Resolution” means this “Environmental Infrastructure Bond Resolution, Series 2016A-2”, as adopted by the Board on November 10, 2016, and all amendments and supplements thereto adopted in accordance with the provisions hereof.
“Bond Year” means a period of 12 consecutive months beginning on September 1 of any calendar year and ending on August 31 of the immediately succeeding calendar year, except that the first bond year shall be a period commencing on the date of issuance of the initial Series of Bonds hereunder and ending on the next succeeding August 31.

“Borrower” means any Local Government Unit or Private Entity (as such terms are defined in the Regulations) authorized to construct, operate and maintain environmental infrastructure facilities and that has entered into a Loan Agreement with the Trust pursuant to which such Borrower will borrow money from the Project Fund that has been funded through the issuance of the Series 2016A-2 Bonds. Borrowers shall include municipal and county Borrowers and authority Borrowers. The municipal and county Borrowers consist of: Burlington County (S340818-07), Hillsborough Township (S340099-02), Milltown Borough (1214001-004), Ocean Gate Borough (1521001-001A (Nano)), Pemberton Township (0329004-004 (Nano)), Pennington Borough (1108001-001 (Nano)), Perth Amboy City (S340435-15) and Sea Girt Borough (S340468-01). The authority Borrowers consist of: Bergen County Utilities Authority (S340386-17), North Hudson Sewerage Authority (S340952-19, S340952-26), Passaic Valley Sewerage Commission (S340689-22) and Washington Township Municipal Utilities Authority (S340930-03, S340930-04, 0818004-009, 0818004-011, 0818004-012, 0181004-014). All of the Borrowers are SRF Borrowers.

“Borrower’s Project” means the project of the Borrower described in Exhibit A-1 to the Applicable Loan Agreement which constitutes a project for which the Trust is permitted to make a loan to the Borrower pursuant to the Act.

“Business Day” means, with respect to the Bonds of any Series, any day other than (i) a Saturday, Sunday or legal holiday or a day on which banking institutions, in the city in which the Principal Office of the Trust, the Trustee, the Paying Agent, or the Master Program Trustee is located, are closed, or (ii) a day on which the New York Stock Exchange is closed.

“Capitalized Interest Account” means the Account within the Debt Service Fund so designated and established by Article V hereof.

“Certificate”, “Order”, “Request”, “Requisition” and “Statement” mean, respectively, a written certificate, order, request, requisition or statement signed in the name of the Trust, the Trustee, the Paying Agent, or the Master Program Trustee is located, are closed, or (ii) a day on which the New York Stock Exchange is closed.

“Clearing Account” means the account so designated and established by Section 5.04(1) hereof.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended or supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

“Cost” means those costs that are eligible, reasonable, necessary, allocable to a Borrower’s Project and permitted by generally accepted accounting principles, including Allowances and Building Costs (as defined in the Regulations), as shall be determined on a project-specific basis in accordance with the Regulations.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the Trust and related to the authorization, execution, issuance, sale and delivery of each Series of Bonds,
including (without limitation) costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, and the Paying Agent, legal fees and charges, fees and disbursements of financial or other consultants and professionals, fees and charges for preparation, execution and safekeeping of the Bonds of such Series and any other cost, charge or fee in connection with the issuance of such Series of Bonds.

“Costs of Issuance Account” means the Account within the Operating Expense Fund so designated and established by Article V hereof.

“Counsel” means an attorney at law or firm of attorneys at law (who may be, without limitation, of counsel to, or an employee of, the Trust, the Trustee, the Paying Agent, the Master Program Trustee or any Borrower) duly admitted to practice law before the highest court of the State of New Jersey or otherwise qualified to practice law in the State of New Jersey.

“Debt Service Fund” means the fund so designated and established by Article V hereof.

“Debt Service Reserve Fund” means the Fund so designated and established by Article V hereof.

“Debt Service Reserve Fund Credit Facility” means any irrevocable letter of credit or insurance policy issued to the Trustee by a bank, insurance company or other financial institution, the long term debt of which is rated in either of the two highest credit rating categories by one or more Rating Agency.

“Debt Service Reserve Requirement” means, as of any date of calculation, (1) an amount equal to, or (2) a Debt Service Reserve Fund Credit Facility in an aggregate principal amount equal to, the lesser of (i) the greatest amount required in the then current Bond Year or in any future Bond Year to pay the sum of (a) interest on the Outstanding Series 2016A-2 Bonds and Outstanding Refunding Bonds and (b) principal or Sinking Fund Installments, as the case may be, of the Outstanding Series 2016A-2 Bonds and Outstanding Refunding Bonds; (ii) 125% of a fraction, the numerator of which is the sum of the interest, principal and Sinking Fund Installments on the Outstanding Series 2016A-2 Bonds and Outstanding Refunding Bonds payable beginning in such Bond Year and each succeeding Bond Year thereafter until the maturity of the Outstanding Series 2016A-2 Bonds and Outstanding Refunding Bonds, and the denominator of which is the number of years or portion thereof until the maturity of the Outstanding Series 2016A-2 Bonds and Outstanding Refunding Bonds; or (iii) the sum of 10% of the “proceeds” of the Series 2016A-2 Bonds, but only if such Series 2016A-2 Bonds are Outstanding, and if any Refunding Bonds are Outstanding, 10% of the “proceeds” of such Refunding Bonds, within the meaning of Section 148(d) of the Code. Notwithstanding the provisions of this definition to the contrary, if each Rating Agency that has been requested by the Trust to publish a rating for the Series 2016A-2 Bonds or any Refunding Bonds, as the case may be, determines that such Rating Agency shall assign to the Series 2016A-2 Bonds or any Refunding Bonds, as the case may be, upon the issuance thereof, the then highest rating assigned to any such debt instruments by such Rating Agency notwithstanding the fact that the Debt Service Reserve Requirement is equal to $0.00, then, given such factual circumstances, the Debt Service Reserve Requirement pursuant to the terms of this Resolution shall be equal to $0.00 during the entire period during which the Series 2016A-2 Bonds or any Refunding Bonds, as the case may be, remain Outstanding.

“Default” means an event or condition the occurrence of which would, with the lapse of time or the giving of notice or both, become an Event of Default with respect to the Bonds.

“Department” means the New Jersey Department of Environmental Protection.
“DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Series 2016A-2 Bonds.

“Event of Default” means any occurrence or event designated as such in Section 9.01.

“Fiduciary” or “Fiduciaries” means the Trustee or the Paying Agent, or both of them, as may be appropriate.

“Fund” means any Fund designated and established hereunder.

“General Fund” means the Fund so designated and established by Article V hereof.

“Interest Account” means the Account within the Debt Service Fund so designated and established by Article V hereof.

“Interest Payment Date” means each March 1 and September 1 until final maturity of the Bonds, commencing September 1, 2017.

“Interest Portion” means that portion of Trust Bond Loan Repayments payable by a Borrower under such Borrower’s Loan Agreement that is necessary to pay any such Borrower’s proportionate share of interest on the Bonds (i) as set forth in Exhibit A-2 of any such Loan Agreement under the column heading entitled “Interest”, or (ii) with respect to any prepayment or acceleration, as the case may be, of Trust Bond Loan Repayments in accordance with Section 3.07 or 5.03 of any such Loan Agreement, to accrue on any principal amount of Trust Bond Loan Repayments to the date of the redemption or acceleration, of the Bonds allocable to such prepaid or accelerated Trust Bond Loan Repayment.

“Investment Securities” means and includes any of the following securities, if and to the extent the same are at the time legal for investment of the Trust’s funds, which securities may be obligations of the Trustee to the extent qualified hereunder:

(a) Obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof which obligations are backed by the full faith and credit of the United States. These include, but are not limited to:

(i) United States Treasury obligations – All direct or fully guaranteed obligations;

(ii) Farmers Home Administration – Certificates of beneficial ownership;

(iii) United States Maritime Administration – Guaranteed Title XI financing;

(iv) Small Business Administration – Guaranteed participation certificates; Guaranteed pool certificates;

(v) Government National Mortgage Association (GNMA) – GNMA-guaranteed mortgage-backed securities; GNMA-guaranteed participation certificates;

(vi) United States Department of Housing & Urban Development – Local authority bonds;

(vii) Washington Metropolitan Area Transit Authority – Guaranteed transit bonds;
State and Local Government Series; and

Veterans Administration – Guaranteed REMIC; Pass-through Certificates.

(b) Federal Housing Administration Debentures.

(c) Obligations of the following government-sponsored agencies that are not backed by the full faith and credit of the United States government.

(i) Federal Home Loan Mortgage Corp. (FHLMC) – Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts); Senior debt obligations;

(ii) Farm Credit System (Formerly: Federal Land Banks, Federal Intermediate Credit Banks, and Banks for Cooperative) – Consolidated systemwide bonds and notes;

(iii) Federal Home Loan Banks (FHL Banks) – Consolidated debt obligations;

(iv) Federal National Mortgage Association (FNMA) – Senior debt obligations; Mortgage-backed securities (Excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

(v) Student Loan Marketing Association (SLMA) – Senior debt obligations (Excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date); LOC-backed issues;

(vi) Financing Corp. (FICO) – Debt obligations; and

(vii) Resolution Funding Corp. (REFCORP) – Debt obligations.

(d) Federal funds, unsecured certificates of deposit, time deposits, and banker’s acceptances having maturities of not more than 365 days of any bank (including the Trustee), the short-term obligations of which are rated in the highest rating category for short term obligations by at least one Rating Agency.

(e) Deposits that are fully insured by the Federal Deposit Insurance Corp. (FDIC), including Bank Insurance Fund (BIF) and Savings Association Insurance Fund (SAIF). To the extent that such deposits are not insured by FDIC, such deposits shall be fully collateralized by the obligations described in any of paragraphs (a), (b) or (c) of this definition.

(f) (i) Debt obligations rated in the highest rating category for debt obligations by at least one Rating Agency. Excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date.

(ii) Pre-refunded municipal securities rated in the highest rating category for municipal securities by at least one Rating Agency.

(g) Commercial paper or other debt obligations rated in the highest rating category for commercial paper or debt obligations by at least one Rating Agency maturing in not more than 365 days.
(h) Investment in money market funds, with a stable net asset value per share, rated in the highest rating category for money market funds by at least one Rating Agency (including such money markets funds managed by the Trustee or any of its affiliates).

(i) Any of the following stripped securities:

   (i) United States Treasury STRIPS;

   (ii) REFCORP STRIPS (stripped by the Federal Reserve Bank of New York); and

   (iii) Any stripped securities assessed or rated in the highest rating category for stripped securities by at least one Rating Agency.

(j) Repurchase agreements, provided that such repurchase agreements satisfy each of the following requirements:

   (i) The repurchase agreement is rated no lower than “Aa” by Moody’s Investors Service, Inc., or “AA” by Standard & Poor’s Corporation (without reference to any gradation within such rating category);

   (ii) The weighted average maturity of the repurchase agreement is not longer than the lesser of the estimated average period required to complete construction of the Projects or five years from the date the repurchase agreement is entered into;

   (iii) The seller of the repurchase agreement is (A) a bank or trust company or a wholly-owned subsidiary of such bank or trust company which is headquartered in the United States and is a member of the Federal Reserve System or (B) a securities broker which is headquartered in the United States, is registered with the Securities and Exchange Commission, and meets the criteria for issuers of “commercial paper” as specified under N.J.A.C. 17:16-31;

   (iv) The collateral for the repurchase agreement consists of obligations of the United States Government or an obligation of the following United States Government agencies:

       (A) Federal Farm Credit Banks Consolidated Systemwide Bonds;

       (B) Federal Financing Bank;

       (C) Federal Home Loan Banks; and

       (D) Federal Land Banks;

   (v) At the time the repurchase agreement is purchased, the market value of the securities delivered as collateral pursuant to the repurchase agreement is equal to at least 102 percent of the par value of the repurchase agreement; and

   (vi) The repurchase agreement shall be purchased pursuant to a competitively bid process.
(k) Such other securities approved by each of the Rating Agencies that would not adversely affect the rating on the Coverage Receiving Trust Bonds then Outstanding.

“Loan” means a loan by the Trust to a Borrower, pursuant to a Loan Agreement, to finance or refinance a portion of the Cost of such Borrower’s Project. For all purposes of this Bond Resolution, the principal amount of each Loan shall be the principal amount specified in the applicable bond of a Borrower issued in accordance with the Applicable Loan Agreement.

“Loan Agreement” means a loan agreement that is entered into by and between the Trust and a Borrower, in substantially the form attached hereto as Exhibit A, in the case of a Borrower that is a municipality or a county, or Exhibit B, in the case of a Borrower that is a municipal, county or regional sewerage or utilities authority or commission or other political subdivision (other than a municipality or a county), authorized to construct, operate and maintain environmental infrastructure facilities, with such changes therein as the Authorized Officer of the Trust who executes such Loan Agreement may approve as necessary and desirable, including, but not limited to, changes intended to reflect the nature of the Borrower, and as such Loan Agreement may be amended, modified or supplemented from time to time in accordance with the provisions thereof and of this Bond Resolution.

“Loan Closing” means the date on which an executed Loan Agreement between the Trust and a Borrower is delivered pursuant to this Bond Resolution.

“Loan Repayments” means the sum of (i) Trust Bond Loan Repayments, (ii) the Administrative Fee and (iii) any late charges incurred under the provisions of a Loan Agreement.

“Master Program Trust Account” means the account and all subaccounts therein created pursuant to Section 3 of the Master Program Trust Agreement to be held by the Master Program Trustee in trust as additional security for the Holders of the Series 2016A-2 Bonds and all other Coverage Receiving Trust Bonds as defined in the Master Program Trust Agreement.

“Master Program Trust Agreement” means that certain Master Program Trust Agreement, dated as of November 1, 1995, by and among the Trust, the State, United States Trust Company of New York, as Master Program Trustee thereunder, The Bank of New York (NJ), in several capacities thereunder, and First Fidelity Bank, N.A. (predecessor to U.S. Bank National Association), in several capacities thereunder, as amended and supplemented by (i) that certain Agreement of Resignation of Outgoing Master Program Trustee, Appointment of Successor Master Program Trustee and Acceptance Agreement, dated as of November 1, 2001, by and among United States Trust Company of New York, as Outgoing Master Program Trustee, Street Bank and Trust Company, N.A. (predecessor to U.S. Bank Trust National Association), as Successor Master Program Trustee, and the Trust, and (ii) that certain First General Amendment to Master Program Trust Agreement, dated as of September 1, 2006, by and among, the Trust, the State, the Master Program Trustee, The Bank of New York, in several capacities thereunder, U.S. Bank National Association, in several capacities thereunder, and Commerce Bank, National Association, as Loan Servicer, as the same may be amended and supplemented from time to time in accordance with its terms.

“Master Program Trustee” means U.S. Bank Trust National Association (as successor to State Street Bank and Trust Company, N.A.), appointed pursuant to Section 2 of the Master Program Trust Agreement, and its successors as may be appointed pursuant to the provisions thereof.

“Net Earnings” means, with respect to any Fund, Account or Subaccount, or any portion thereof, all interest, profits and other income earned and received by the Trustee and the Trust, as appropriate, in respect of such Fund, Account, Subaccount or portion thereof, net of (i) any losses suffered, (ii) any fees due to the Trustee, the provider of an Investment Security, or, at the written direction of an Authorized
Officer of the Trust, the financial advisor or investment advisor to the Trust in respect of an Investment Security held in such Fund, Account or Subaccount, and (iii) any amounts required to be set aside for rebate or to satisfy a yield restriction requirement to the Internal Revenue Service pursuant to any letter of instructions or certificate as to arbitrage.

“Notice of Sale” means the Notice of Sale of the Trust relating to the sale of the Series 2016A-2 Bonds to be dated on or about November 29, 2016, substantially in the form attached hereto as Exhibit D.

“Operating Expense Fund” means the Fund so designated and established by Article V hereof.

“Outstanding” or “outstanding” means, when used with reference to Bonds of any Series, as of any particular date (subject to the provisions of Section 14.08), all Bonds of such Series theretofore, or thereupon being, authenticated and delivered by the Trustee under this Bond Resolution, except (i) Bonds of such Series theretofore or thereupon canceled by the Trustee or surrendered to the Trustee for cancellation; (ii) Bonds of such Series with respect to which all liability of the Trust shall have been discharged in accordance with Article XII; and (iii) Bonds of such Series in lieu of or in substitution for which other Bonds of such Series shall have been authenticated and delivered by the Trustee pursuant to any provision of this Bond Resolution.

“Paying Agent” means the Paying Agent appointed pursuant to Section 10.02, and its successors.

“Principal Account” means the Account within the Debt Service Fund so designated and established by Article V.

“Principal Office” means, when used with reference to the Trust, the Trustee, or the Paying Agent, the respective addresses of such parties as set forth in Section 14.07, and any further or different addresses as such parties may designate pursuant to Section 14.07.

“Project Fund” means the Fund so designated and established by Article V hereof.

“Project Loan Account” means any of the Accounts within the Project Fund so designated and established by Article V.

“Rating Agency” shall mean individually or collectively, as the case may be, the nationally recognized rating agencies that have published ratings for the Series 2016A-2 Bonds.

“Rebate Fund” means the Fund so designated and established by Article V hereof.

“Record Date” means with respect to an Interest Payment Date for a particular Series of Bonds, unless otherwise provided by this Bond Resolution or Supplemental Resolution authorizing such Series, (i) if the Interest Payment Date is scheduled for the first (1st) day of any month, the fifteenth (15th) day (whether or not such day shall be a Business Day) of the month prior to such Interest Payment Date, or (ii) if the Interest Payment Date is scheduled for the fifteenth (15th) day of any month, the first (1st) day (whether or not such day shall be a Business Day) of the month in which such Interest Payment Date occurs.

“Redemption Account” means the Account within the Debt Service Fund so designated and established pursuant to Article V hereof.

“Redemption Price” means, when used with reference to any Bond or any portion thereof, the principal amount of such Bond or such portion thereof and any premium thereon payable upon redemption thereof pursuant to the provisions of such Bond and this Bond Resolution.
“Refunding Bonds” means all Bonds authenticated and delivered pursuant to Section 2.04 hereof.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated under N.J.A.C. 7:22-3 et seq., 7:22-4 et seq., 7:22-5 et seq., 7:22-6 et seq., 7:22-7 et seq., 7:22-8 et seq., 7:22-9 et seq. and 7:22-10 et seq., as the same may from time to time be amended and supplemented.

“Reserve Capacity Debt Service Reserve Requirement” means that portion of the Debt Service Reserve Requirement financed with a portion of the proceeds of the Series 2016A-2 Bonds and attributable to the cost of funding reserve capacity for the Reserve Capacity Borrowers.

“Reserve Capacity Borrowers” means the Borrowers set forth in Section 2.03(7)(d) hereof.

“Revenues” means all (i) Loan Repayments and State Loan Repayments that are held by the Trustee, (ii) payments made to the Trustee by the Master Program Trustee from amounts on deposit in the Master Program Trust Account (and all Subaccounts as defined therein) in accordance with the terms of the Master Program Trust Agreement, and (iii) proceeds derived from the foregoing, including, without limitation, investment income received by the Trust on such Loan Repayments and State Loan Repayments; provided, however, that Revenues shall not include payments of the Administrative Fee payable to the Trust under Section 3.03 of the Loan Agreements nor any State Administrative Fees included as part of any State Loan Repayment, to the extent any such amounts are credited as Administrative Fees or State Administrative Fees pursuant to Section 5.04(2) hereof.

“Revenue Fund” means the Fund so designated and established by Article V hereof.

“Rule 15c2-12” shall have the meaning ascribed to such term in Section 6.06 hereof.

“SEC” shall have the meaning ascribed to such term in Section 6.06 hereof.

“Series” means all of the Bonds authenticated and delivered on original issuance and identified pursuant to this Bond Resolution or the Supplemental Resolution authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III or Sections 4.07 or 11.10, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

“Series 2016A-2 Bonds” means the $ __,___,000 aggregate principal amount of the Trust’s “Environmental Infrastructure Bonds, Series 2016A-2” authorized pursuant to Section 2.03 hereof.

“Sinking Fund Installments”, with respect to any Series of Bonds, shall have the meaning, if any, specified in either Section 2.03(6) of this Bond Resolution or the Applicable Supplemental Resolution.

“SRF”, with respect to any Fund, Account or Subaccount established under this Bond Resolution, means that such Fund, Account or Subaccount constitutes part of, and with respect to any Borrower, means a Borrower whose loan will be funded from, the State Water Pollution Control Revolving Fund of the State of New Jersey for purposes of the federal Water Quality Act of 1987, as amended.

“State” means the State of New Jersey, acting by and through the Department.

“State Administrative Fee” means the administrative fee, if any, as the State may approve from time to time, payable by each Borrower in accordance with the terms of its State Loan Agreement.
“State Loan Agreement” means a loan agreement that is entered into by and between the State and a Borrower, pursuant to which a companion zero-interest loan is made by the State to finance, in part, such Borrower’s Project.

“State Loan Repayment” means any payment by a Borrower of the principal due and payable pursuant to its State Loan Agreement.

“Subaccount” means any subaccount designated and established hereunder.

“Supplemental Resolution” means any resolution or resolutions of the Trust amending, modifying or supplementing this Bond Resolution, authorizing the issuance of a Series of Refunding Bonds, or any other Supplemental Resolution adopted by the Trust pursuant to the provisions of this Bond Resolution.

“Tax Certificate”, with respect to the Series 2016A-2 Bonds, means the “Tax Certificate as to Arbitrage and Instructions as to Compliance with the Provisions of Section 103(a) of the Internal Revenue Code of 1986, as Amended,” executed and delivered by an Authorized Officer of the Trust on the date of issuance of the Series 2016A-2 Bonds, as the same may be supplemented and amended from time to time.

“Trust Bond Loan Repayments” means the repayments of the principal amount of a Loan under a Loan Agreement, the payment of any premium associated with prepaying the principal amount of a Loan in accordance with Section 3.07 of any Loan Agreement, plus the payments of the Interest Portion of a Loan under a Loan Agreement.

“Trustee” means the trustee appointed pursuant to Section 10.01, and its successor or successors and any other corporation which may at any time be substituted in its place pursuant to this Bond Resolution.

“Trust Estate” means (i) all right, title and interest of the Trust in, to and under the Loan Agreements, except for the Trust’s right, title and interest in the Administrative Fee, (ii) any other Revenues not included within clause (i) of this definition, and (iii) all funds, accounts and subaccounts established by this Bond Resolution, other than the Project Loan Accounts in the Project Fund, the Administrative Fee Account and the Costs of Issuance Account in the Operating Expense Fund, and the Rebate Fund, including investments, if any, thereof, as the same are hereby pledged and assigned, subject only to the provisions of this Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Bond Resolution.

SECTION 1.02. Rules of Interpretation. For all purposes of this Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires:

1. “This Bond Resolution” means this instrument as originally adopted and as it may be supplemented, modified or amended from time to time by any Supplemental Resolution, unless in the case of any one or more Supplemental Resolutions the context requires otherwise.

2. All reference in this Bond Resolution to designated “Articles”, “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this Bond Resolution. The words “herein”, “hereof”, “hereunder” and “herewith” and other words of similar import refer to this Bond Resolution as a whole and not to any particular Article, Section or other subdivision hereof.

3. The terms defined in this Bond Resolution include the plural as well as the singular.
4. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

5. The table of contents and the headings or captions used in this Bond Resolution are for convenience of reference only and shall not define, limit or prescribe any of the provisions hereof or the scope or intent hereof.

SECTION 1.03. Authority for Bond Resolution and Delegation. This “Environmental Infrastructure Bond Resolution, Series 2016A-2” is adopted pursuant to the provisions of the Act and constitutes a resolution authorizing bonds pursuant to the Act.

Certain information to be set forth herein will not be available and/or has not been finalized at the time of the adoption hereof and will only be known upon the sale of the Series 2016A-2 Bonds. All information relating to the sale and award of the Series 2016A-2 Bonds in accordance with the terms of the Notice of Sale (including, without limitation, all information, if any, relating to the designation of the Series 2016A-2 Bonds as “Green Bonds”) and the final identification, categorization and related dates of certain Borrowers (including, without limitation, the elimination of one or more thereof), including, without limitation, the amounts and interest rates in the chart set forth in Section 2.03(2) hereof (provided that the aggregate cost of the Borrower Projects to be financed with proceeds of the Series 2016A-2 Bonds, exclusive of Trust costs of issuance, bond insurance, underwriter’s discount, original issue discount, reserve capacity, capitalized interest and any other related cost shall not exceed $15,000,000 (the “Aggregate Borrower Preliminary Project Cost Amount”)), the optional redemption provisions in Section 2.03(5) hereof, the Sinking Fund Installments in Section 2.03(6) hereof, if any, the amounts set forth in Section 2.03(7)(a), (b) and (c) hereof, including, without limitation, the “Amount to be Applied as Payment of Interest” chart set forth in Section 2.03(7)(a) hereof, the information set forth in Section 2.03(8) hereof, the information set forth in Exhibit F, Schedules I-A and I-B and Schedules II-A and II-B attached hereto, and the allocation of Revenues pursuant to the provisions of Section 5.04 hereof, shall be revised or inserted (as the case may be) subsequent to the time of adoption hereof and shall be deemed to be a part hereof, as if fully set forth herein at the time of adoption thereof. The Authorized Officers of the Trust, in consultation with Bond Counsel, general counsel and other appropriate advisors to the Trust, shall be and hereby are severally authorized and directed to revise or insert (as the case may be) such information subsequent to the time of adoption hereof. Notwithstanding the above, such information must be revised or inserted (as the case may be) in this Bond Resolution no later than the Loan Closing. In addition, the interest cost, principal amount, purchase price, bidding parameters and other financial parameters set forth in the Notice of Sale in the form attached hereto may be amended, modified, supplemented or deleted by the Authorized Officers of the Trust, after consultation with Bond Counsel, general counsel and other appropriate advisors to the Trust, at any time prior to the sale of the Series 2016A-2 Bonds. Notwithstanding the foregoing, any such changes to be made pursuant to this paragraph shall be subject to the following limitations: (i) the true interest cost of the Series 2016A-2 Bonds shall be as low as practicable given the structuring requirements therefor, but in any event shall not exceed 6.00% per annum for the Series 2016A-2 Bonds, and (ii) the proceeds of the Series 2016A-2 Bonds shall produce sufficient moneys to fund, together with Net Earnings thereon, the Aggregate Borrower Preliminary Project Cost Amount, plus all additional items set forth above.

Notwithstanding the provisions of this Bond Resolution to the contrary, the letter designation incorporated into the title of this Bond Resolution may be revised by the Authorized Officers of the Trust, after consultation with Bond Counsel, general counsel and other appropriate advisors to the Trust, for the purpose of maintaining the sequential letter designations among this Bond Resolution and other resolutions that may be simultaneously adopted by the Trust.
The Authorized Officers of the Trust are hereby severally authorized and directed, in consultation with Bond Counsel, general counsel to the Trust, other appropriate advisors to the Trust, and after notification to any officials whose approval is a condition precedent to the adoption of this Bond Resolution, to insert such changes, including, without limitation, with respect to the Debt Service Reserve Fund, subsequent to the time of adoption hereof, as shall be deemed necessary, desirable or convenient in order to achieve a rating for the Series 2016A-2 Bonds or any Refunding Bonds, as the case may be, from each Rating Agency that has been requested by the Trust to publish a rating for the Series 2016A-2 Bonds or any Refunding Bonds, as the case may be, that shall consist of the then highest rating (or as close to the then highest rating as may be possible) that is assigned to any such debt instruments by such Rating Agencies. Notwithstanding the above, any such changes must be inserted in this Bond Resolution no later than the Loan Closing.

SECTION 1.04. Bond Resolution and Bonds Constitute a Contract; Pledge of Trust Estate; Interest in Master Program Trust Account. With respect to the Bonds, in consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued under this Bond Resolution by those who shall hold the same from time to time: (i) this Bond Resolution shall be deemed to be and shall constitute a contract between the Trust, the Trustee and the Holders, from time to time, of such Bonds; (ii) the pledge made herein and the duties, covenants, obligations and agreements set forth herein to be observed and performed by or on behalf of the Trust and the Trustee shall be for the equal and ratable benefit, protection and security of the Holders of any and all of such Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority, or distinction as to lien or otherwise, except as expressly provided in or permitted hereby; (iii) the Trust, as security for the payment of the principal and Redemption Price, if any, of, and the interest on, the Bonds and as security for the observance and performance of any other duty, covenant, obligation or agreement of the Trust under this Bond Resolution all in accordance with the provisions thereof and hereof, does hereby grant a security interest in and further does grant, bargain, sell, convey, pledge, assign and confirm to the Trustee the Trust Estate; (iv) the pledge made hereby is valid and binding from the time when the pledge is made and the Trust Estate shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Trust irrespective of whether such parties have notice thereof; (v) the Bonds shall be special obligations of the Trust payable solely (except as set forth in clause (vi) hereof) from and secured by a pledge of the Trust Estate as provided hereby; and (vi) the Bonds shall be additionally secured by the interest of the Trustee (as Fiduciary on behalf of the Bondholders pursuant to the terms hereof) in and to the Master Program Trust Account, as defined in, to the extent, in the amounts and at the times set forth in the Master Program Trust Agreement. Loan Repayments and State Loan Repayments that do not constitute Revenues are not subject to the lien of the pledge created hereby.

Nothing in this Bond Resolution expressed or implied is intended or shall be construed to confer upon, or give or grant to, any person or entity, other than the Trust, the Trustee, the Paying Agent and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Bond Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Bond Resolution contained by and on behalf of the Trust shall be for the sole and exclusive benefit of the Trust, the Trustee, the Paying Agent and the registered owners of the Bonds.
ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization of Bonds; Designation of Bonds of Series.

1. This Bond Resolution authorizes Bonds of the Trust to be designated as “Environmental Infrastructure Bonds” which may be issued from time to time in one or more Series. The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under this Bond Resolution is not limited except as may hereafter be provided in this Bond Resolution or as may be limited by law.

2. The Bonds may, if and when authorized by the Trust pursuant hereto or pursuant to one or more Supplemental Resolutions, be issued in one or more Series, and the designation thereof, in addition to the name “Environmental Infrastructure Bonds” shall include such further appropriate particular designation added to or incorporated in such title for the Bonds of any particular Series as the Trust may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

3. Neither the State of New Jersey nor any political subdivision thereof, other than the Trust, but solely to the extent of the Trust Estate, is obligated to pay the principal or Redemption Price of, or interest on, the Bonds, and neither the faith and credit nor the taxing power of the State, or any political subdivision thereof, is pledged to the payment of the principal or Redemption Price of, or interest on, the Bonds.

SECTION 2.02. General Provisions for Issuance of Bonds.

1. All (but not less than all) of the Bonds of each Series shall be executed by the Trust for issuance under this Bond Resolution and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Trust or upon its order, but only upon the receipt by the Trustee of:

   (a) A copy of this Bond Resolution, certified by an Authorized Officer of the Trust;

   (b) In the case of each Series of Refunding Bonds, a copy of the Supplemental Resolution authorizing such Refunding Bonds, certified by an Authorized Officer of the Trust, which shall, among other provisions, specify: (i) the authorized principal amount, designation and Series of such Refunding Bonds; (ii) the purposes for which such Series of Bonds is being issued, which shall be the refunding of Bonds as provided in Section 2.04; (iii) the date, and the maturity date or dates, of the Refunding Bonds of such Series, provided that each maturity date shall fall upon September 1; (iv) the interest rate or rates of the Refunding Bonds of such Series and the initial Interest Payment Date therefor, provided that the interest rate shall be identical for all such Refunding Bonds of like maturity; (v) the denominations of, and the manner of dating, numbering and lettering, the Refunding Bonds of such Series, provided that such Refunding Bonds shall be in denominations of $5,000 or any integral multiple thereof as authorized by such Supplemental Resolution; (vi) the Paying Agent or Paying Agents and the place or places of payment of the principal and Redemption Price, if any, of, and interest on, the Refunding Bonds of such Series; (vii) the Redemption Price or Prices, if any, and, subject to Article IV, the redemption terms for the Refunding Bonds of such Series; (viii) the amount and due date of each Sinking Fund Installment, if any, for Refunding Bonds of like maturity of such Series, provided that each Sinking Fund Installment due date shall fall upon a September 1; (ix) the form of the Refunding Bonds of such Series and of the Trustee’s certificate of authentication, which shall be substantially in the form set forth in Section 14.01 for the Series 2016A-2 Bonds with such variations, insertions or omissions as are appropriate and not
inconsistent therewith; and (x) the provisions for the application of proceeds of such Series of Refunding Bonds;

(c) An opinion of Bond Counsel to the effect that (i) the Trust has the power under the Act, as amended to the date of such opinion, to adopt this Bond Resolution, and this Bond Resolution has been duly and lawfully adopted by the Trust, is in full force and effect and constitutes the valid and binding agreement of the Trust enforceable in accordance with its terms, and no other authorization for this Bond Resolution is required; (ii) this Bond Resolution creates the valid pledge which it purports to create of the Trust Estate, subject only to the provisions of this Bond Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in this Bond Resolution; and (iii) the Trust is duly authorized and entitled to issue the Bonds of such Series and such Bonds have been duly and validly authorized and issued by the Trust, in accordance with law, including the Act, as amended to the date of such opinion, and in accordance with this Bond Resolution, and constitute the valid and binding obligations of the Trust as provided in this Bond Resolution, enforceable in accordance with their terms and the terms of this Bond Resolution, and are entitled to the benefits of the Act, as amended to the date of such opinion, and this Bond Resolution. Such opinion may take exception as to the effect of, or for restrictions or limitation or other similar laws affecting creditors’ rights generally and judicial discretion and the valid exercise of the sovereign police powers of the United States of America and may state that no opinion is being rendered as to the availability of any particular remedy;

(d) A written order to the Trustee as to the authentication and delivery of such Bonds, signed by an Authorized Officer of the Trust;

(e) The amount, if any, required to be deposited in the Debt Service Reserve Fund, so that the amount in such Fund shall equal the Debt Service Reserve Requirement calculated immediately after the execution authentication and delivery of such Series of Bonds;

(f) With respect to the Series 2016A-2 Bonds only, a Certificate of the Authorized Officer of the Trust stating that the information contemplated by Section 1.03 hereof has been inserted in this Bond Resolution in accordance with the terms and provisions of Section 1.03 hereof;

(g) A fully executed copy of the Master Program Trust Agreement; and

(h) Such further documents, moneys and securities (including, without limitation, the proceeds of the Bonds of each such Series) as are required by the provisions of Sections 2.03, 2.04 or 6.04 or Article XI or any Supplemental Resolution adopted pursuant to Article XI.

2. All the Bonds of each such Series of like maturity shall be identical in all respects, except as to denominations, numbers and letters. After the original issuance of Bonds of any Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III or Sections 4.07 or 11.10.

SECTION 2.03. Series 2016A-2 Bonds.

1. A Series of Bonds entitled to the benefit, protection and security of this Bond Resolution is hereby authorized in the aggregate principal amount of $___,___,000 for the purpose of funding the Loans to be made pursuant to the Loan Agreements. Such Series of Bonds shall be designated as, and shall be distinguished from the Bonds of all other Series by the title, “Environmental Infrastructure Bonds, Series 2016A-2”; provided, however, that, in the event that an Authorized Officer determines, after consultation with Bond Counsel and the Office of the Attorney General of the State, that it is in the best interests of the
Trust to designate such Series of Bonds as “Green Bonds”, such Series of Bonds shall be designated by the title, “Environmental Infrastructure Bonds, Series 2016A-2 (Green Bonds)”.

2. The Series 2016A-2 Bonds shall be dated and shall bear interest from December 22, 2016 until their final maturity thereof, except as otherwise provided in Section 3.01 of this Bond Resolution. The Series 2016A-2 Bonds shall mature on the dates and in the principal amounts, and shall bear interest payable semiannually on March 1 and September 1 in each year, commencing September 1, 2017, until final maturity (stated or otherwise) thereof, at the respective rates per annum calculated on the basis of twelve 30-day months, shown below:

<table>
<thead>
<tr>
<th>Sept. 1</th>
<th>Amount Maturing ($)</th>
<th>Interest Rate (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>2033</td>
<td></td>
</tr>
<tr>
<td>2019</td>
<td>2034</td>
<td></td>
</tr>
<tr>
<td>2020</td>
<td>2035</td>
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<tr>
<td>2021</td>
<td>2036</td>
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<tr>
<td>2022</td>
<td>2037</td>
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<tr>
<td>2023</td>
<td>2038</td>
<td></td>
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<tr>
<td>2024</td>
<td>2039</td>
<td></td>
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<tr>
<td>2025</td>
<td>2040</td>
<td></td>
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<tr>
<td>2026</td>
<td>2041</td>
<td></td>
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<tr>
<td>2027</td>
<td>2042</td>
<td></td>
</tr>
<tr>
<td>2028</td>
<td>2043</td>
<td></td>
</tr>
<tr>
<td>2029</td>
<td>2044</td>
<td></td>
</tr>
<tr>
<td>2030</td>
<td>2045</td>
<td></td>
</tr>
<tr>
<td>2031</td>
<td>2046</td>
<td></td>
</tr>
<tr>
<td>2032</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Individual purchases of the Series 2016A-2 Bonds may be made in the principal amount of $5,000 or any whole multiples of $5,000. The Series 2016A-2 Bonds shall be initially issued in one certificate for each aggregate principal amount of the stated maturity thereof. Unless the Trust shall otherwise direct, the Series 2016A-2 Bonds shall be lettered and numbered from one upward in order of maturities preceded by the letter “R” and such other letter as determined by the Trustee prefixed to the number. Subject to the provisions of this Bond Resolution, the form of the Series 2016A-2 Bonds and the Trustee’s certificate of authentication shall be substantially in the form set forth in Section 14.01.

4. The principal or Redemption Price of the Series 2016A-2 Bonds shall be payable to the Holders thereof upon presentation and surrender thereof at the Principal Office of U.S. Bank National Association, as Trustee, or its successors and assigns. The principal or Redemption Price of all Series 2016A-2 Bonds shall also be payable at any other place which may be provided for such payment by the appointment of any other Trustee or Trustees as permitted by this Bond Resolution. Interest on the Series 2016A-2 Bonds shall be payable by check or draft of the Trustee, mailed or transmitted, respectively, to the Holders thereof as the same appear as of the Record Date on the books of the Trust maintained by the Trustee. However, so long as the Series 2016A-2 Bonds are held in book-entry-only form pursuant to Section 2.05 hereof, the provisions of Section 2.05 shall govern the payment of principal or Redemption Price, if any, of, and interest on, the Series 2016A-2 Bonds.

5. The Series 2016A-2 Bonds maturing on or before September 1, [2027] shall not be subject to redemption prior to their respective stated maturity dates. The Series 2016A-2 Bonds maturing on or
6. The Series 2016A-2 Bonds due September 1, 20__ are subject to mandatory sinking fund redemption prior to their stated maturity, upon the surrender thereof and through selection by lot by the Trustee and upon the giving of notice as provided in Article IV hereof, by payment of the following “Sinking Fund Installments”, on September 1, in each year set forth below, at a Redemption Price which is equal to 100% of the principal amount thereof plus interest accrued to the redemption date, in the following aggregate principal amounts in the following years:

<table>
<thead>
<tr>
<th>Year</th>
<th>Principal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Final maturity]

7. The proceeds of the Series 2016A-2 Bonds of $__________ (par amount of the Series 2016A-2 Bonds of $__,___ ,000 (which includes the good faith deposit of the successful bidder for the Series 2016A-2 Bonds in the amount of $______ in accordance with Section 1.03 hereof), plus accrued interest of $0.00, plus net original issue premium of $________, less underwriter’s discount of $________) shall be received by the Trustee and applied simultaneously with the delivery of such Bonds as follows:

(a) There shall be deposited (i) in the SRF Subaccount of the Interest Account in the Debt Service Fund, $0.00, (ii) in the non-SRF Subaccount of the Interest Account in the Debt Service Fund, $0.00, (iii) in the SRF Subaccount of the Capitalized Interest Account in the Debt Service Fund, $________, which includes accrued interest of $0.00, attributable to SRF Borrowers that are capitalizing interest, for application to the payment of a portion of the interest to accrue on the Series 2016A-2 Bonds from December 22, 2016 through and including [September 1, 2017], of which $________ shall be deposited in the Clean Water SRF Subaccount (including $0.00 of accrued interest), and $________ shall be deposited in the Drinking Water SRF Subaccount (including $0.00 of accrued interest), and (iv) in the non-SRF Subaccount of the Capitalized Interest Account in the Debt Service Fund, $0.00. Said moneys in the Capitalized Interest Account, together with the Net Earnings thereon and the portion of the Net Earnings on the Debt Service Reserve Fund set forth in this subsection (a) and transferred to the Capitalized Interest Account as required pursuant to Section 5.10(2)(a) hereof, shall be applied to the payment of interest due on the Series 2016A-2 Bonds on the following dates in the following amounts:
Ending Balance on Deposit Transfer on Interest from Interest Account Reserve Fund Earnings
Payment Date Scheduled Draws Debt Service [9/1/2017]

(b) There shall be deposited in the Costs of Issuance Account in the Operating Expense
Fund an amount equal to $________, of which $________ shall be transferred by the Trustee immediately
via wire transfer to the account of the Trust, in accordance with the wire instructions provided by the Trust
to the Trustee, for application by the Trust to the payment of certain Costs of Issuance incurred in
connection with the issuance of the Series 2016A-2 Bonds;

(c) There shall be deposited in the Rebate Fund an amount equal to $0.00, which shall
be deposited in the General Rebate Account;

(d) Reserved;

(e) There shall be deposited in the General Fund $________, (i) $________ of which
shall be transferred to the SRF Subaccount within the General Fund, $________ of which shall be deposited
in the Clean Water SRF Subaccount and $________ of which shall be deposited in the Drinking Water SRF
Subaccount; and (ii) $0.00 of which shall be transferred to the non-SRF Subaccount within the General
Fund.

(f) The remaining balance of the proceeds of the Series 2016A-2 Bonds in the amount
of $________ shall be deposited in the Project Fund on behalf of each Borrower, each deposit of which
shall be deposited in the Clean Water Subaccounts of the SRF and non-SRF Project Loan Accounts, as
indicated below, unless designated by “DW” below, in which case such amount shall be deposited in the
Drinking Water Subaccounts of the SRF and non-SRF Project Loan Accounts, as indicated below.
$________ shall be allocated to the SRF Subaccount, $________ of which shall be allocated to the
Clean Water SRF Subaccount and $________ of which shall be allocated to the Drinking Water SRF
Subaccount:

SRF Project Loan Accounts:

<table>
<thead>
<tr>
<th>Authority/Municipality</th>
<th>Deposit</th>
<th>DW</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bergen County Utilities Authority (S340386-17)</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Burlington County (S340818-07)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Hillsborough Township (S340099-02)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Milltown Borough (1214001-004) (DW)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>North Hudson Sewerage Authority (S340952-19)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>North Hudson Sewerage Authority (S340952-26)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Ocean Gate Borough (1521001-001A) (Nano) (DW)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Passaic Valley Sewerage Commission (S340689-22)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Pemberton Township (0329004-004) (Nano) (DW)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Pennington Borough (1108001-001) (Nano) (DW)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Perth Amboy City (S340435-15)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Sea Girt Borough (S340468-01)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Washington Township Municipal Utilities Authority (S340930-03, S340939-04)</td>
<td>.00</td>
<td></td>
</tr>
<tr>
<td>Washington Township Municipal Utilities Authority (0181004-009, 0818004-011, 0818004-012, 0818004-014) (DW)</td>
<td>.00</td>
<td></td>
</tr>
</tbody>
</table>

-18-
Non-SRF Project Loan Accounts

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>8.</td>
<td>Reserved.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Upon the authentication and delivery of the Series 2016A-2 Bonds, the Trust shall furnish to the Trustee:</td>
<td></td>
</tr>
</tbody>
</table>

(a) a Certificate of the Chairman, Executive Director or other Authorized Officer of the Trust, pursuant to Section 148 of the Code, setting forth the expectations of the Trust on the date of such authentication and delivery as to future events and such certification shall set forth the facts and estimates on which such expectations are based and shall state that to the best of the knowledge and belief of such officer of the Trust, the Trust’s expectations are reasonable;

(b) an opinion of Bond Counsel to the effect that under existing law (i) interest on the Series 2016A-2 Bonds is excluded from gross income for federal income tax purposes, and (ii) interest on the Series 2016A-2 Bonds and any gain on the sale thereof are excluded from gross income under the New Jersey Gross Income Tax Act; and

(c) an opinion of Counsel to the effect that the Trust has the right and power under the Act, as amended, to the date of such opinion, to enter into the Loan Agreements, and the Loan Agreements have been duly and lawfully authorized and executed by the Trust, are in full force and effect and are valid and binding upon the Trust and enforceable in accordance with their terms, and no other authorization for the Loan Agreements is required; provided, that the opinion may take exception as to the effect of, or for restrictions or limitations imposed by or resulting from, bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws affecting creditors’ rights generally and judicial discretion and the valid exercise of the sovereign police powers of the State of New Jersey and of the constitutional powers of the United States of America and may state that no opinion is being rendered as to the availability of any particular remedy, but that such limitations do not make the rights and remedies of the Bondholders, taken as a whole, inadequate for the practical realization of the benefits of the Loan Agreements.

SECTION 2.04. Refunding Bonds.

1. One or more Series of Refunding Bonds may be issued at any time to refund any Outstanding Bond or Bonds of a particular Series or all of the Bonds of one or more Series. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits in the funds and accounts under this Bond Resolution required by the provisions of the Supplemental Resolution authorizing such Bonds. Refunding Bonds shall be on a parity with and, except as otherwise provided in the Applicable Supplemental Resolution for such Refunding Bonds, shall be entitled to the same benefit and security of this Bond Resolution including the pledge of the Trust Estate as the Bonds of the Series of Bonds which are being refunded.

2. Refunding Bonds of each Series shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by Section 2.02) of:

(a) Instructions to the Trustee, satisfactory to it, to give due notice of redemption, if applicable, of all the Bonds to be refunded on a redemption date or dates specified in such instructions, subject to the provisions of Section 12.01;
(b) If the Bonds to be refunded are not by their terms subject to redemption within the next succeeding sixty (60) days, instructions to the Trustee, satisfactory to it, to mail the notice provided for in Section 12.01 to the Holders of the Bonds being refunded;

(c) Either (i) moneys in an amount sufficient to effect payment at the applicable Redemption Price of the Bonds to be refunded together with accrued interest on such Bonds to the redemption date or dates, which moneys shall be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Holders of the Bonds to be refunded, or (ii) qualifying Investment Securities in such principal amounts of such maturities, bearing such interest and otherwise having such terms and qualifications and any moneys as shall be necessary to comply with the provisions of subsection 2 of Section 12.01, which Investment Securities and moneys shall be held in trust and used only as provided in said subsection 2 of Section 12.01;

(d) A Certificate of an Authorized Officer of the Trust demonstrating that the Trust Bond Loan Repayments to become due in each Bond Year during which such Refunding Bonds shall be Outstanding shall be sufficient to pay when due the principal or Redemption Price of, and interest on, all Bonds Outstanding upon the authentication and delivery of such Series of Refunding Bonds;

(e) A verification report of an independent nationally recognized certified public accountant addressed to the Trust and the Trustee with respect to the matters set forth in (c) and (d) hereof; and

(f) In the event that a forward supply contract is employed in connection with the matters set forth in (c) and (d) hereof, (i) the verification report required by (e) hereof shall expressly state that the adequacy of the irrevocable trust described in (c) hereof to accomplish the issuance of Refunding Bonds relies solely on the initial investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (ii) the escrow agreement entered into by the Trust pursuant to (c) hereof shall provide that in the event of any discrepancy or differences between the terms of the forward supply contract and the escrow agreement, the terms of the escrow agreement shall be controlling.

3. The proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied simultaneously with the delivery of such Refunding Bonds for the purposes of making deposits, if any, in such Funds and Accounts as shall be provided by the Supplemental Resolution authorizing such Series of Refunding Bonds and shall be applied to the refunding purposes thereof in the manner provided in said Supplemental Resolution.

SECTION 2.05. Book-Entry-Only System.

1. Except as provided in subparagraph 3 of this Section 2.05, the registered Holder of all of the Series 2016A-2 Bonds shall be, and the Series 2016A-2 Bonds shall be registered in the name of, Cede & Co. as nominee of DTC. Payment of semiannual interest for any Series 2016A-2 Bond shall be made by wire transfer to the account of Cede & Co. on the Interest Payment Date for the Series 2016A-2 Bonds at the address indicated for Cede & Co. in the registry books of the Trust kept by the Trustee.

2. The Series 2016A-2 Bonds shall be issued initially in the form of a separate single fully registered Bond in the amount of the aggregate principal amount of each separate stated maturity of the Series 2016A-2 Bonds. Upon initial issuance, the ownership of each such Series 2016A-2 Bond shall be registered in the registry books of the Trust kept by the Trustee in the name of Cede & Co., as nominee of DTC. With respect to Series 2016A-2 Bonds registered in the registry books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Trust and any Fiduciary shall have no responsibility or
obligation to any participant or to any beneficial owner of such Series 2016A-2 Bonds. Without limiting the immediately preceding sentence, the Trust and any Fiduciary shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any participant with respect to any beneficial ownership interest in the Series 2016A-2 Bonds, (ii) the delivery to any participant, any beneficial owner or any other person, other than DTC, of any notice with respect to the Series 2016A-2 Bonds, including any notice of redemption, or (iii) the payment to any participant, any beneficial owner or any other person, other than DTC, of any amount with respect to the principal or Redemption Price of, or interest on, the Series 2016A-2 Bonds. The Trust and any Fiduciary may treat as, and deem DTC to be, the absolute owner of each Series 2016A-2 Bond for the purpose of payment of the principal or Redemption Price of, and interest on, each such Series 2016A-2 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2016A-2 Bonds, for the purpose of registering transfers with respect to such Series 2016A-2 Bonds and for all other purposes whatsoever. The Paying Agent shall pay all principal or Redemption Price of, and interest on, the Series 2016A-2 Bonds only to or upon the order of DTC, and all such payments shall be valid and effective to fully satisfy and discharge the Trust’s obligations with respect to the principal or Redemption Price of, and interest on, the Series 2016A-2 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive a Series 2016A-2 Bond evidencing the obligation of the Trust to make payments of principal or Redemption Price of, and interest on, the Series 2016A-2 Bonds pursuant to this Bond Resolution. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions hereof, the term “Cede & Co.” in this Bond Resolution shall refer to such new nominee of DTC.

3. (a) DTC may determine to discontinue providing its services with respect to the Series 2016A-2 Bonds at any time by giving written notice to the Trust and the Fiduciaries and discharging its responsibilities with respect thereto under applicable law.

(b) The Trust, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2016A-2 Bonds if the Trust so determines, and shall terminate the services of DTC with respect to the Series 2016A-2 Bonds upon receipt by the Trust and the Fiduciaries of written notice from DTC to the effect that DTC has received written notice from participants having interests, as shown in the records of DTC, in an aggregate principal amount of not less than fifty percent (50%) of the aggregate principal amount of the then Outstanding Series 2016A-2 Bonds to the effect that: (i) DTC is unable to discharge its responsibilities with respect to the Series 2016A-2 Bonds; or (ii) a continuation of the requirement that all of the Outstanding Series 2016A-2 Bonds be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2016A-2 Bonds.

(c) Upon the termination of the services of DTC with respect to the Series 2016A-2 Bonds pursuant to subsection 2.05(3)(b)(ii) hereof, or upon the discontinuance or termination of the services of DTC with respect to the Series 2016A-2 Bonds pursuant to subsection 2.05(3)(a) or subsection 2.05(3)(b)(i) hereof after which no substitute securities depository willing to undertake the functions of DTC hereunder can be found which, in the opinion of the Trust, is willing and able to undertake such functions upon reasonable and customary terms, the Series 2016A-2 Bonds shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names Bondholders transferring or exchanging Series 2016A-2 Bonds shall designate, in accordance with the provisions of Article II hereof.

4. Notwithstanding any other provision of this Bond Resolution to the contrary, so long as any Series 2016A-2 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal or Redemption Price of, and interest on, such Series 2016A-2 Bond and all notices with respect to such Series 2016A-2 Bond shall be made and given, respectively, to DTC as provided in the
representation letter of the Trust and the Trustee addressed to DTC with respect to the Series 2016A-2 Bonds.

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

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01. Medium of Payment; Form and Date; Letters and Numbers.

1. The Bonds shall be payable, with respect to interest and principal or Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

2. The Bonds of each Series shall be issued only in the form of fully registered Bonds without coupons in denominations of, subject to the denominations required by Section 2.03(3) and 2.05(2) hereof with regard to the initial denominations of the Series 2016A-2 Bonds, $5,000 or any whole multiple thereof. The Bonds of each Series shall be in substantially the form set forth in Section 14.01 or substantially in the form set forth in the Supplemental Resolution authorizing such Series.

3. Each Bond shall be lettered and numbered as provided in this Bond Resolution or the Supplemental Resolution providing for the issuance of the Series of which such Bond is a part and so as to be distinguished from every other Bond.

Bonds of each Series issued on the date of original issuance shall be dated and bear interest from the date set forth in this Bond Resolution or the Supplemental Resolution authorizing such Series of Bonds. Bonds of each Series issued after the date of original issuance shall be dated as of the date of authentication thereof by the Trustee. Interest on each Bond shall be payable from the most recent Interest Payment Date next preceding the date of authentication of such Bond to which interest has been paid, unless the date of authentication of such Bond is an Interest Payment Date to which interest has been paid, in which case interest shall be payable from such Interest Payment Date, or unless the date of such Bond is prior to the first Interest Payment Date on the Bonds, in which case interest shall be payable from the earliest date on which interest shall have accrued on the Bonds, or unless the date of such Bond is between the Record Date and the next succeeding Interest Payment Date, in which case interest shall be payable from such Interest Payment Date.

4. The interest on, and principal or Redemption Price, if any, of, each Series of Bonds shall be payable as provided in this Bond Resolution or Supplemental Resolution relating to such Series of Bonds.

SECTION 3.02. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Bond Resolution as may be necessary or desirable to comply with custom, the rules of any securities exchange or commission or brokerage board, the Act, or otherwise, as may be determined by the Trust prior to the authentication and delivery thereof.

SECTION 3.03. Execution and Authentication.

1. The Bonds shall be executed in the name of the Trust by the manual or facsimile signature of the Chairman or other Authorized Officer of the Trust, and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary or Assistant Secretary or other Authorized Officer of the Trust, or in such other manner as may be required or permitted by law. In case any one or more of the Authorized Officers of the Trust who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds may,
nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond of a Series may be signed and sealed on behalf of the Trust by such persons who at the time of the execution of such Bonds shall be duly authorized or shall hold the proper office in the Trust, although at the date borne by the Bonds of such Series such persons may not have been so authorized or have held such office.

2. The Bonds of each Series shall bear thereon a certificate of authentication, in the form set forth in this Bond Resolution or in the Supplemental Resolution authorizing such Series of Bonds, executed manually by the Trustee. Only such Bonds as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Bond Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the Trust shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Bond Resolution and that the Holder thereof is entitled to the benefits of this Bond Resolution.

SECTION 3.04. Transfer and Registry.

1. Each Bond shall be transferable only upon the books of the Trust, which shall be kept for that purpose at the Principal Office of the Trustee, by the Holder thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Holder or his duly authorized attorney. Upon the transfer of any such Bond the Trust shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and Series and maturity as the surrendered Bond.

2. The Trust and each Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the books of the Trust as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on, such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Trust nor any Fiduciary shall be affected by any notice to the contrary. The Trust agrees to indemnify and save each Fiduciary harmless from and against any and all loss, cost, charge, expense (including legal fees), judgment or liability incurred by it, acting in good faith and without negligence under this Bond Resolution, in so treating such Holder, and that such indemnity shall survive the payment of the Bonds and the discharge of this Bond Resolution.

SECTION 3.05. Regulations With Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Trust shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. All Bonds surrendered in any such exchange or transfer shall forthwith be canceled by the Trustee. For every such exchange or transfer of Bonds, whether temporary or definitive, the Trust or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Trust nor the Trustee shall be required (a) to transfer or exchange Bonds for a period beginning on the Record Date next preceding an Interest Payment Date for the Bonds and ending on such Interest Payment Date, or for a period of fifteen (15) days (or such lesser period as may be specified in a Supplemental Resolution for a particular Series of Bonds) next preceding the date (as determined by the Trustee) of any selection of Bonds to be redeemed or thereafter until after the mailing of any notice of redemption; or (b) to transfer or exchange any Bonds called or tendered for redemption.

SECTION 3.06. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Trust shall execute, and thereupon the Trustee shall authenticate
and deliver, a new Bond of like Series, maturity and principal amount as the Bonds so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee evidence satisfactory to the Trust and the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Trust and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the Trust and the Trustee may prescribe and paying such expenses as the Trust and Trustee may incur. All mutilated Bonds so surrendered to the Trustee shall be canceled by it. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the Trust, whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and shall be equally secured by, and entitled to equal and proportionate benefits with all other Bonds issued under this Bond Resolution in, any moneys or securities held by the Trust or any Fiduciary for the benefit of the Bondholders.

SECTION 3.07. Temporary Bonds.

1. Until the definitive Bonds of any Series are prepared, the Trust may execute, in the same manner as is provided in Section 3.03, and upon the request of the Trust, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Trust at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds for exchange and the cancellation of such surrendered temporary Bonds, the Trustee shall authenticate and, without charge to the Holder thereof, deliver in exchange therefor, definitive Bonds of the same aggregate principal amount and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Bond Resolution.

2. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.08. Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Trustee when such payment or redemption is made, and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly canceled. Bonds so canceled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be filed with the Trust and the other executed certificate shall be retained by the Trustee.
ARTICLE IV

REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.01. Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity pursuant to this Bond Resolution shall be redeemable, upon notice as provided in this Article IV, at such times, at such Redemption Prices and upon such terms in addition to the terms contained in this Article IV as may be specified in this Bond Resolution and the Supplemental Resolution authorizing such Series of Bonds. In order to redeem prior to maturity Bonds which are registered in the name of Cede & Co., the Redemption Price plus accrued interest thereon shall be deposited with the Trustee in immediately available funds not later than 11:00 a.m., New York City time, on the redemption date.

SECTION 4.02. Optional and Mandatory Sinking Fund Redemption.

1. The Series 2016A-2 Bonds shall be subject to optional redemption and mandatory sinking fund redemption in accordance with the provisions of this Bond Resolution, including, without limitation, Sections 2.03(5) and (6), respectively, hereof.

2. In the case of any redemption of Bonds at the election or direction of the Trust, the Trust shall give written notice to the Trustee of its election or direction to so redeem, of the redemption date, and of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Trust in its sole discretion, subject to any limitations with respect thereto contained in this Bond Resolution). Such notice shall be given at least fifty (50) days prior to the redemption date or such shorter period as shall be agreed to in writing by the Trustee. In the event notice of redemption shall have been given as provided in Section 4.05, the Trust shall pay or require the Applicable Borrower to pay to the Trustee on or prior to the redemption date an amount in cash which, in addition to other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem on the redemption date at the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, all of the Bonds to be redeemed.

SECTION 4.03. Redemption Otherwise than at Trust’s Election or Direction. Whenever by the terms of this Bond Resolution the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the Trust, the Trustee shall select the Bonds to be redeemed, give the notice of redemption as provided in Section 4.05 and pay out of moneys available therefor the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, to the Paying Agent in accordance with the terms of this Article IV and, to the extent applicable, Article V hereof.

SECTION 4.04. Selection of Bonds to Be Redeemed. If less than all of the Bonds of like maturity shall be called for redemption, the particular Bonds or portions of Bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee shall determine; provided, however, that the portion of any Bond of a denomination of more than $5,000 to be redeemed shall be in the principal amount of $5,000 or an integral multiple thereof, and that, in selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds that is obtained by dividing the principal amount of such Bond by the minimum denomination in which Bonds of such Series are authorized to be outstanding after the redemption date.

SECTION 4.05. Notice of Redemption. When Bonds of a Series have been selected for redemption pursuant to any provision of this Bond Resolution, the Trustee shall give written notice of the redemption of such Bonds in the name of the Trust at the times specified in the second paragraph of this Section, which notice shall set forth: (i) the Series of the Bonds to be redeemed, (ii) the date fixed for redemption, (iii) the Redemption Price to be paid, (iv) that such Bonds will be redeemed at the Principal
Office of the Paying Agent, (v) if less than all of such Bonds shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed, (vi) in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed, and (vii) except with respect to a mandatory sinking fund redemption, that such redemption is conditioned upon there being on deposit with the Trustee on the date designated for redemption moneys sufficient for the payment of the Redemption Price and the accrued interest to the redemption date. Such notice shall further state that on the redemption date there shall become due and payable the Redemption Price of all Bonds to be redeemed, together with interest accrued to the redemption date, and that, from and after such date, interest thereon shall cease to accrue. In case any Bond is to be redeemed in part only, the notice of redemption that relates to such Bond shall state also that on or after the redemption date, upon surrender of such Bond, the Holder thereof shall be entitled to a new Bond or Bonds of the same Series, bearing interest at the same rate and in aggregate principal amount equal to the unredeemed portion of such Bond.

The notice required to be given by the Trustee pursuant to this Section shall be sent by first class mail to the registered owners of the Bonds to be redeemed, at their addresses as they appear on the Bond registration books of the Trust, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date. The failure to give notice of the redemption of any Bond or portion thereof to the registered owner of such Bond as herein provided shall not affect the validity of the proceedings for the redemption of any Bonds for which notice of redemption has been given in accordance with the provisions of this Section.

SECTION 4.06. Payment of Redeemed Bonds. On the date designated for redemption, notice having been given in the manner and under the conditions hereinabove provided, the Bonds or portions of Bonds called for redemption shall become and be due and payable at the Redemption Price provided for redemption of such Bonds or such portions thereof on such date and, if upon presentation and surrender moneys for the payment of the Redemption Price and the accrued interest to the redemption date are held in a separate account by the Trustee in trust for the holders of such Bonds, interest on such Bonds or such portions thereof so called for redemption shall cease to accrue, such Bonds or such portions thereof shall cease to be entitled to any benefit or security under this Bond Resolution and the Holders of such Bonds or portions of Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price thereof and the accrued interest thereon and, to the extent provided in Section 4.07 hereof, to receive Bonds for any unredeemed portions of Bonds.

SECTION 4.07. Redemption of Portions of Bonds. In case part but not all of an Outstanding Bond shall be selected for redemption, upon presentation and surrender of such Bond to the Paying Agent for payment of the principal amount thereof so called for redemption and accrued interest thereon on or after the redemption date, the Trust shall execute and the Trustee shall authenticate and deliver to or upon the order of the registered owner thereof or his attorney or legal representative, without charge therefor, a Bond or Bonds of the same Series bearing interest at the same rate and of any denomination or denominations authorized by this Bond Resolution in aggregate principal amount equal to the unredeemed portion of such Bond.
ARTICLE V
REVENUES AND FUNDS

SECTION 5.01. Creation of Funds and Accounts. The following funds and separate accounts within funds shall be established, held and maintained for the Bonds:

1. Debt Service Fund, to be held by the Trustee, which shall consist of an Interest Account, a Capitalized Interest Account, a Principal Account and a Redemption Account, each of which Accounts shall be further subdivided into an SRF Subaccount and a non-SRF Subaccount, each of which Subaccounts shall be further subdivided into a Clean Water Subaccount and a Drinking Water Subaccount;

2. Debt Service Reserve Fund, to be held by the Trustee, which shall consist of an SRF Account and a non-SRF Account to the extent necessary and/or appropriate, each of which Accounts shall be subdivided into a Clean Water Subaccount and a Drinking Water Subaccount to the extent necessary and/or appropriate;

3. General Fund, to be held by the Trustee, which shall consist of an SRF Account and a non-SRF Account to the extent necessary and/or appropriate, each of which Accounts shall be subdivided into a Clean Water Subaccount and a Drinking Water Subaccount to the extent necessary and/or appropriate;

4. Operating Expense Fund, to be held by the Trust, which shall consist of an Administrative Fee Account and a Costs of Issuance Account;

5. Project Fund, to be held by the Trustee, which shall consist of a separate Project Loan Account established (i) for each Borrower to which a single Loan is to be made from a portion of the proceeds of the Series 2016A-2 Bonds and, if applicable, (ii) for each Loan with respect to any Borrowers that have received two or more loans from a portion of the proceeds of the Series 2016A-2 Bonds, each of which Project Loan Accounts shall be designated either “SRF” or “non-SRF” pursuant to Section 5.02 hereof, and each of which Accounts shall be subdivided into a Clean Water Subaccount and a Drinking Water Subaccount to the extent necessary and/or appropriate; provided, however, that, to the extent a single Loan is made by the Trust to finances multiple projects, the Trustee shall, upon the direction of an Authorized Officer of the Trust, establish Subaccounts within a particular Project Loan Account with respect to each individual project;

6. Revenue Fund, to be held by the Trustee, which shall consist of (i) a Trust Bond Loan Repayments Account, consisting of an SRF Subaccount and a non-SRF Subaccount to the extent necessary and/or appropriate, each of which Subaccounts further shall be subdivided into a Clean Water Subaccount and a Drinking Water Subaccount to the extent necessary and/or appropriate; and (ii) a State Loan Repayments Account, consisting of an SRF Subaccount and a non-SRF Subaccount to the extent necessary and/or appropriate, each of which Subaccounts further shall be subdivided into a Clean Water Subaccount and a Drinking Water Subaccount to the extent necessary and/or appropriate; and

7. Rebate Fund, to be held by the Trustee, which shall consist of a General Rebate Account.

8. Pursuant to a certificate of an Authorized Officer of the Trust, the Trust may direct the Trustee to establish additional funds, accounts within funds, and subaccounts within accounts, in the manner set forth in such certificate.
Each of the funds and accounts created by this Bond Resolution, other than the Operating Expense Fund, the Project Fund, and the Rebate Fund is hereby pledged to, and charged with, the payment of the principal or Redemption Price of and interest on the Bonds as the same shall become due.

SECTION 5.02. Project Fund.

1. There shall be established within the Project Fund a separate Project Loan Account in favor of each Borrower to which a Loan is to be made pursuant to a Loan Agreement.

2. There shall be deposited into each Project Loan Account from the proceeds of the Series 2016A-2 Bonds the respective amounts set forth in the Certificate of an Authorized Officer of the Trust delivered to the Trustee pursuant to Section 2.03(7)(f) hereof, which Certificate shall also designate each such Project Loan Account as “SRF” or “non-SRF”.

3. Subject to Section 5.09, the Trustee shall make payments from a Project Loan Account for Costs of a Borrower’s Project in the amounts, at the times, in the manner and on the other terms and conditions set forth in this Section 5.02 and in such Borrower’s Loan Agreement. Before any such payment shall be made, the Borrower shall file with the Trustee its requisition therefor, approved by the Trust, which requisition shall be on a form as determined by the Executive Director or other Authorized Officer of the Trust. The Trustee shall issue its check for each payment required by such requisition or shall by interbank transfer or other method arrange to make the payment required by such requisition.

4. The Trust shall file with the Trustee a Certificate, signed by an Authorized Officer of the Trust, with respect to each Project Loan Account directing the Trustee to transfer to the Debt Service Fund to be applied as a credit against and considered as Trust Bond Loan Repayments due from the respective Borrower in whose favor any such Project Loan Account was established (a) all of the moneys remaining in any such Project Loan Account at the times and upon satisfaction of the conditions set forth in Section 5.02(4)(i) below, (b) all or a portion of the Net Earnings retained in any such Project Loan Account at the times and upon satisfaction of the conditions set forth in Section 5.02(4)(ii) below, or (c) all or a portion of the original principal amount deposited in accordance with Section 2.03(7)(e) hereof and remaining in any such Project Loan Account at the times and upon satisfaction of the conditions set forth in Section 5.02(4)(iii) below.

   (i) The Trust shall file the Certificate ordering the transfer referred to in Section 5.02(4)(a) above when (A) the Trust has approved all requisitions to be paid from any such Project Loan Account that are eligible to be approved under the Regulations, or (B) such Borrower has prepaid all of its Loan pursuant to Section 3.03A or Section 3.07 of such Borrower’s respective Loan Agreement. Such Certificate shall also state (X) that the proceeds of the Loan have been fully disbursed to the extent allowed by the Regulations, (Y) if any moneys remain on deposit in the Project Loan Account, set forth a schedule indicating when and how much of the remaining moneys are to be transferred to the Debt Service Fund and applied as a credit against and considered as Trust Bond Loan Repayments due from the respective Borrower in whose favor the Project Loan Account was established, and (Z) with respect to clause (B) above, and notwithstanding the provisions hereof to the contrary, whether the Trust shall implement a redemption of Bonds pursuant to the terms hereof, which redemption shall be implemented to the extent provided by the terms of Section 3.03A and/or Section 3.07 of the Applicable Borrower’s respective Loan Agreement.

   (ii) The Trust shall file the Certificate ordering the transfer referred to in Section 5.02(4)(b) above when the Trust has been notified that (A) all of the contracts for completion of the respective Borrower’s Project must have been awarded, (B) the low bid building cost must have been
established by the Department and any dispute between the Department and the Borrower regarding same must be settled and (C) the last date of the original draw schedule set forth in Exhibit C to the Borrower’s Loan Agreement has passed. If any moneys that constitute Net Earnings in the Project Loan Account remain on deposit in the Project Loan Account after such initial transfer to the Debt Service Fund, such Certificate shall also set forth a schedule indicating when and how much of the remaining moneys that constitute Net Earnings in the Project Loan Account are to be transferred to the Debt Service Fund and applied as a credit against and considered as Trust Bond Loan Repayments due from the respective Borrower in whose favor the Project Loan Account was established.

(iii) The Trust shall file the Certificate ordering the transfer referred to in Section 5.02(4)(c) above when the Trust has been notified that (A) all of the contracts for completion of the respective Borrower’s Project must have been awarded, (B) the low bid building cost must have been established by the Department and any dispute between the Department and the Borrower regarding same must be settled, (C) the Project must be sufficiently completed such that the Department has authorized the Borrower to commence operation of the Borrower’s Project and (D) the last date of the original draw schedule set forth in Exhibit C to the Borrower’s Loan Agreement has passed. If any moneys that constitute all or a portion of the original principal amount deposited in any such Project Loan Account in accordance with Section 2.03(7)(e) hereof remain on deposit in the Project Loan Account, such Certificate shall also set forth a schedule indicating when and how much of the remaining moneys that constitute all or a portion of the original principal amount deposited in any such Project Loan Account in accordance with Section 2.03(7)(e) hereof are to be transferred to the Debt Service Fund and applied as a credit against and considered as Trust Bond Loan Repayments due from the respective Borrower in whose favor the Project Loan Account was established.

(iv) The Trustee shall transfer from the Project Loan Accounts to the SRF Account or the non-SRF Account of the Debt Service Fund, as applicable, the amounts contained in any such Certificate of the Trust at the times indicated therein.

5. No disbursement from the respective Project Loan Account shall be made by the Trustee unless the Borrower has complied with each provision of Section 3.02 of the respective Loan Agreement.

SECTION 5.03. Operating Expense Fund.

1. There shall be established within the Operating Expense Fund a Costs of Issuance Account and an Administrative Fee Account.

2. In addition to the amounts deposited in the Costs of Issuance Account from the proceeds of the Series 2016A-2 Bonds pursuant to Section 2.03(7)(b), there shall be deposited in the Costs of Issuance Account from the proceeds of each Series of Refunding Bonds, the amounts set forth for deposit therein pursuant to the Supplemental Resolutions authorizing the issuance of each such Series of Refunding Bonds.

3. The Trust shall make payments from the Costs of Issuance Account and, if necessary, from its funds and accounts not subject to the pledge and lien of this Bond Resolution, in the amounts, at the times, in the manner and on the other terms and conditions as the Trust shall determine to be fair and reasonable in the payment of the particular items of the Costs of Issuance relating to the issuance of a particular Series of Bonds and, in the case of the Series 2016A-2 Bonds, in accordance with the provisions of the Tax Certificate. Upon the payment of all Costs of Issuance as evidenced by a Certificate of an Authorized Officer of the Trust to such effect, the amounts remaining in the Costs of Issuance Account, if any, shall be transferred (i) to the Debt Service Fund and deposited into the Interest Account thereof to pay
the interest and to the extent available therefor, deposited in the Principal Account thereof to pay the principal of the Bonds due and owing on the immediately succeeding Interest Payment Date, in which case such amounts shall be credited to the Trust Bond Loan Repayments of Borrowers in the percentages set forth on Schedule I-B attached hereto, or (ii) as otherwise set forth in a Certificate of an Authorized Officer of the Trust.

4. The Trustee shall deposit in the Administrative Fee Account the Administrative Fees received by the Trustee on behalf of the Trust pursuant to the Loan Agreements. The Trust shall utilize moneys on deposit in the Administrative Fee Account from time to time to pay the operating expenses of the Trust; provided, however, that in any Bond Year the moneys on deposit in the Administrative Fee Account shall be applied by the Trust in satisfaction of the operating expenses of the Trust arising under this Bond Resolution in such Bond Year before such moneys may be applied in satisfaction of the other operating expenses of the Trust arising in such Bond Year.

SECTION 5.04. Revenues. The Trustee shall, as agent for the Trust and the State, perform the following duties and services:

1. The Trustee shall collect from each Borrower all required Trust Bond Loan Repayments, State Loan Repayments, Administrative Fee payments and State Administrative Fee payments, when due, in the amounts and at the times established by the Trust in a Certificate of an Authorized Officer of the Trust. The Trust shall use its best efforts to provide such Certificate to the Trustee no less than sixty (60) days prior to the date on which any such payments are due and payable. In collecting such payments from each Borrower, the Trustee shall rely exclusively upon such Certificate of an Authorized Officer of the Trust. To the extent the Trustee deems it necessary or appropriate, the Trustee may, and is hereby authorized to, establish a Clearing Account for the purpose of administering the collection of such payments. The Trustee hereby acknowledges that (a) all amounts so collected shall be collected by the Trustee on behalf of, and for the benefit of, the Trust and the State, to the extent of their respective interests therein, (b) in making such collections, the Trustee acts as an agent for the Trust and the State, to the extent of their respective interests therein, (c) all amounts so collected by the Trustee are the property of the Trust and the State, to the extent of their respective interests therein, and not of the Trustee, (d) all such amounts, when received by the Trustee, are deemed to be received by the Trust and the State, to the extent of their respective interests therein, determined in accordance with paragraph (3) below, and (e) the amounts deemed received by the Trust as Trust Bond Loan Repayments and by the State as State Loan Repayments, to the extent deposited in accordance with paragraph (3) below, are, immediately upon deposit therein, deemed to be Revenues, and are included in the Trust Estate established and pledged as security for the Series 2016A-2 Bonds under this Bond Resolution.

2. Promptly after collection of each Trust Bond Loan Repayment, State Loan Repayment, Administrative Fee payment, State Administrative Fee payment or other required payment from a Borrower, the Trustee shall credit such Borrower with each of the respective sums collected. Moneys received from each Borrower with respect to a particular payment date shall be credited, first, to the payment then due (other than the Administrative Fee payment) under the Loan Agreement, second, to the Administrative Fee payment then due under the Loan Agreement, third, to the payment then due (other than the State Administrative Fee payment, if any) under the State Loan Agreement, and, fourth, to the State Administrative Fee payment, if any, then due under the State Loan Agreement.

3. Promptly after crediting each Borrower pursuant to the order of priority established under paragraph (2) above for the moneys received from each Borrower with respect to a particular payment date, the Trustee shall deposit the sums collected in the accounts established for such payments in the following order of priority of such deposits and the required amounts of such deposits:
(a) First, (i) into the Trust Bond Loan Repayments Account within the Revenue Fund established under this Bond Resolution, a sum or sums from moneys credited as Trust Bond Loan Repayments equal to the amount required for the next immediate debt service payment date for the Series 2016A-2 Bonds, and (ii) into the State Loan Repayments Account within the Revenue Fund established under this Bond Resolution, all moneys credited as State Loan Repayments,

(b) Upon depositing the required amounts pursuant to paragraph (3)(a) above, into the Administrative Fee Account in the Operating Expense Fund established under this Bond Resolution, all moneys credited as Administrative Fee payments only then due to the Trust from each Borrower pursuant to its respective Loan Agreement;

(c) (i) If, upon depositing the required amounts pursuant to paragraphs (3)(a) and (3)(b), above, the amounts on deposit in the Trust Bond Loan Repayments Account within the Revenue Fund, and on the date that is three (3) Business Days prior to the next immediate debt service payment date for the Series 2016A-2 Bonds, are not sufficient to make all of the payments due with respect to the Bonds on such date, then the Trustee shall transfer immediately from the State Loan Repayments Account within the Revenue Fund to the Trust Bond Loan Repayments Account within the Revenue Fund an amount equal to the difference between the amount on deposit in the Trust Bond Loan Repayments Account within the Revenue Fund and the amount required to make all of the payments due to the next immediate debt service payment date for the Series 2016A-2 Bonds;

(ii) If, upon depositing the required amounts pursuant to paragraphs (3)(a) and (3)(b), above and after giving effect to any transfers required by paragraph 3(c)(i) above, the amounts on deposit in the Trust Bond Loan Repayments Account within the Revenue Fund are sufficient to make all of the payments due with respect to the Bonds on such date, then the Trustee shall transfer immediately to the Master Program Trustee for deposit in the Trust Bond Loan Repayments Account within the Revenue Fund of the amount required to make all of the payments due to the next immediate debt service payment date for the Series 2016A-2 Bonds, for disbursement in accordance with the terms and conditions of the Master Program Trust Agreement;

(d) Upon depositing and/or transferring the required amounts pursuant to paragraphs (3)(a), (3)(b) and (3)(c), above, to the State all moneys credited as State Administrative Fee payments only, if any, then due to the State from each Borrower pursuant to its respective State Loan Agreement; and

(e) Upon depositing the required amounts pursuant to paragraphs (3)(a), (3)(b), (3)(c) and (3)(d), above, into the applicable Account within the Revenue Fund all remaining moneys, if any, credited as Loan Repayments, to be applied in satisfaction of the amounts next required to be disbursed as provided under this paragraph (3) in the sequence and manner established pursuant to this paragraph (3).

In making the deposits required by the provisions of this subsection (3), the Trustee shall rely exclusively upon a Certificate of an Authorized Officer of the Trust, which Certificate shall be provided to the Trustee by the Trust simultaneously with the provision by the Trust to the Trustee of the Certificate required by the provision of subsection (1) of this Section 5.04.

4. If a payment of amounts due under a Loan Agreement or a State Loan Agreement is not received on or before the required payment date, the Trustee shall notify the Borrower and, if applicable,
the trustee under the Borrower Bond Resolution (as such term is defined in the Loan Agreement) in writing on the first Business Day after such payment date that the payment is past due. A copy of said notice shall be provided at the same time to the Trust and the State. If a payment is not received from the Borrower within ten days of the date when such payment is due, the Trustee shall promptly notify the Trust and the State in writing.

5. The Trustee shall promptly notify the Trust, the Borrower and, if applicable, the trustee under the Borrower Bond Resolution in writing if the moneys received from the Borrower pursuant to paragraph (2) of this Section 5.04 with respect to a particular payment date are insufficient to satisfy in full the Trust Bond Loan Repayments and Administrative Fee payments then due under the Loan Agreement. The Trustee shall promptly notify the Trust, the State, the Borrower and, if applicable, the trustee under the Borrower Bond Resolution in writing if the moneys received from the Borrower pursuant to paragraph (2) of this Section 5.04 with respect to a particular payment date are insufficient to satisfy in full the State Loan Repayments and State Administrative Fee payments then due under the State Loan Agreement. The Trustee, pursuant to Section 5.07(2) of this Bond Resolution, shall also notify the Trust and the State that a Trust Bond Loan Repayment deficiency cannot be satisfied from Loan Repayments deposited pursuant to Section 5.04(3)(a) hereof.

6. In connection with the obligation of the Trustee pursuant to subsections (4) and (5) of this Section 5.04 to provide written notice to a trustee under a Borrower Bond Resolution, the Trust shall use its best efforts to maintain on file with the Trustee a list of such trustees, with relevant address and contact information included in such list. However, the failure of the Trust to provide such list to the Trustee shall not relieve the Trustee of the obligation to provide the written notice to such a trustee pursuant to the provisions of subsections (4) and (5) of this Section 5.04.

SECTION 5.05. Revenue Fund.

1. On or prior to each Interest Payment Date, the Trustee shall transfer from amounts in the SRF Account and the non-SRF Account of the Trust Bond Loan Repayments Account within the Revenue Fund to the SRF Subaccount and the non-SRF Subaccount, as applicable, of the Interest Account in the Debt Service Fund, the amount which, together with the amounts, if any, already on deposit in such subaccounts of the Interest Account (other than Net Earnings on amounts that have been received in the Interest Account since the immediately preceding Interest Payment Date) and the amounts, if any, on deposit in the Capitalized Interest Account and designated for use on such Interest Payment Date pursuant to this Bond Resolution or a Supplemental Resolution, is equal in the aggregate to the interest due and payable on the Bonds on such Interest Payment Date.

2. On or prior to September 1 of each year through and including final maturity of the Bonds, the Trustee shall transfer from moneys on deposit in the SRF Account and the non-SRF Account of the Trust Bond Loan Repayments Account within the Revenue Fund to the SRF Subaccount and the non-SRF Subaccount, as applicable, of the Principal Account in the Debt Service Fund the amount which, together with the amounts, if any, already on deposit in such subaccounts of the Principal Account (other than Net Earnings on amounts that have been received in the Principal Account since the immediately preceding Interest Payment Date), is equal in the aggregate to the principal, including Sinking Fund Installments, if any, due and payable on the Bonds on such September 1.

3. On or prior to each redemption date, other than a Sinking Fund Installment due date, the Trustee shall transfer from moneys on deposit in the SRF Account and the non-SRF Account of the Trust Bond Loan Repayments Account within the Revenue Fund (i) to the SRF Subaccount and the non-SRF Subaccount, as applicable, of the Redemption Account in the Debt Service Fund an amount equal in the aggregate to the Redemption Price due and payable on all Bonds to be redeemed on such redemption date
and (ii) to the SRF Subaccount and the non-SRF Subaccount, as applicable, of the Interest Account in the Debt Service Fund an amount equal in the aggregate to the interest accrued and not paid and to accrue on such Bonds to such redemption date. Money received from a Borrower prior to September 1, 2027 that represents a prepayment of its Loan as allowed under its respective Loan Agreement shall be held in the accounts set forth in a Certificate of an Authorized Officer of the Trust prior to September 1, 2027, the first optional redemption date.

4. All Revenues representing repayments made pursuant to the second paragraph of Section 3.04 of any Loan Agreement for the replenishment of the Debt Service Reserve Fund shall be immediately transferred by the Trustee for deposit to the SRF Account or the non-SRF Account, as applicable, of the Debt Service Reserve Fund.

5. The Trustee shall keep records and accounts with respect to the Revenue Fund. Such records shall be in such format so that all amounts received by the Trustee from the Borrowers under the Loan Agreements can be properly designated as interest or principal payments on the Loans, other than amounts payable under the Loan Agreements or Net Earnings attributable to such amounts.

**SECTION 5.06. Debt Service Fund.**

1. On each Interest Payment Date and each redemption date, the Trustee shall withdraw from the Capitalized Interest Account, if so designated, and the Interest Account in the Debt Service Fund amounts equal in the aggregate to the interest due on the Bonds on such Interest Payment Date or redemption date, which moneys shall be paid by the Paying Agent in accordance with Section 3.01 hereof.

2. On the maturity or Sinking Fund Installment due date of any Bonds, the Trustee shall make available to the Paying Agent from moneys in the Principal Account in the Debt Service Fund an amount equal to the principal or Redemption Price of the Bonds due on such date, which moneys shall be applied by the Paying Agent to the payment of such principal or Redemption Price.

3. On each redemption date, other than a Sinking Fund Installment due date, the Trustee shall make available to the Paying Agent from moneys in the Redemption Account an amount equal to the Redemption Price of the Bonds to be redeemed on such redemption date, which moneys shall be applied by the Paying Agent to the payment of such Redemption Price.

**SECTION 5.07. Debt Service Reserve Fund.**

1. Each Rating Agency that has been requested by the Trust to publish a rating for the Series 2016A-2 Bonds has determined that such Rating Agency shall assign to the Series 2016A-2 Bonds, upon the issuance thereof, the highest rating assigned to any such debt instruments by such Rating Agency notwithstanding the fact that the Debt Service Reserve Requirement with respect to the Series 2016A-2 Bonds is equal to $0.00. Therefore, in accordance with the last sentence of the definition of “Debt Service Reserve Requirement” set forth in Section 1.01 of this Resolution, the Debt Service Reserve Requirement with respect to the Series 2016A-2 Bonds pursuant to the terms of this Resolution shall be equal to $0.00 during the entire period during which the Series 2016A-2 Bonds remain Outstanding. To the extent any moneys are on deposit in the Debt Service Reserve Fund, with respect to Refunding Bonds or otherwise, such moneys shall be applied solely as provided in this Section.

2. Whenever a Borrower shall notify the Trust or the Trustee in writing, or whenever the Trust or Trustee shall determine, that a Borrower is deficient in the payment of a Trust Bond Loan Repayment and that such deficiency cannot be satisfied from other Loan Repayments, State Loan Repayments or other amounts payable thereunder that have been transferred to the Revenue Fund or the
Debt Service Fund and that such deficiency cannot be satisfied from amounts payable by the Master Program Trustee from amounts on deposit in the Master Program Trust Account (and all Subaccounts as defined therein) in accordance with the terms of the Master Program Trust Agreement, the Trustee shall transfer from the SRF Account or non-SRF Account, as applicable, of the Debt Service Reserve Fund on the Interest Payment Date or maturity date or Sinking Fund Installment due date, as the case may be, the amount of such deficiency to the appropriate account in the Debt Service Fund; provided, however, that the Trustee may only transfer such amount which, when added to the difference between (i) all prior transfers made from the Debt Service Reserve Fund as a result of deficient Trust Bond Loan Repayments by said Borrower and (ii) all repayments made by, or on behalf of, the Borrower pursuant to the second paragraph of Section 3.04 of the Applicable Loan Agreement, does not exceed said Borrower’s pro rata share of the Debt Service Reserve Fund. A Borrower’s pro rata share of the Debt Service Reserve Fund shall be an amount equal to the product of: (a) the Debt Service Reserve Requirement and (b) said Borrower’s Allocable Share as set forth on Schedule I attached hereto.

3. Whenever the Trustee is notified by the Trust that the amount, if any, in the Debt Service Reserve Fund funded with Bond proceeds and allocable to any Reserve Capacity Borrower, together with the amount in the Debt Service Fund allocable to any such Reserve Capacity Borrower, is sufficient to pay in full all Outstanding Bonds allocable to any such Reserve Capacity Borrower in accordance with their terms (including principal or applicable sinking fund Redemption Price and interest thereon), the Trustee shall transfer such amount on deposit in the Debt Service Reserve Fund funded with Bond proceeds and allocable to any such Reserve Capacity Borrower to the Debt Service Fund to be applied as a credit to the final Trust Bond Loan Repayments of any such Reserve Capacity Borrower.

4. After any transfer made pursuant to Section 5.07(3) herein and upon the cancellation of all Series 2016A-2 Bonds and any Refunding Bonds in accordance with Section 3.08 hereof, the Trustee shall transfer all amounts in the Debt Service Reserve Fund, if any, to the Trust for application by the Trust in accordance with the Act and any other applicable law for any of the Trust’s corporate purposes allowed thereby.

5. (a) Whenever any Reserve Capacity Borrower that is no longer paying the Interest Portion payable by said Reserve Capacity Borrower from the Capitalized Interest Account of the Debt Service Fund that is allocable to said Reserve Capacity Borrower, if applicable, has paid or prepaid its loan in full (less only the portion of the Debt Service Reserve Fund that is funded with Bond proceeds allocable to such Reserve Capacity Borrower) in accordance with all of the terms of its Loan Agreement (including, without limitation, obtaining the Trust’s consent to any such prepayment, where applicable), the Trust shall notify the Trustee (i) of the Trust’s consent to such prepayment, where applicable, and (ii) that the amount in the Debt Service Reserve Fund funded with moneys other than Bond proceeds allocable to any such Reserve Capacity Borrower shall be transferred to the Trust for any of its lawful corporate purposes pursuant to the instructions of a Certificate of an Authorized Officer of the Trust. The portion of the Debt Service Reserve Fund that is funded with Bond proceeds allocable to such Reserve Capacity Borrower shall be transferred (i) to the Debt Service Fund for redemption or payment of the Bonds attributable to such Borrower’s Loan or (ii) in accordance with a Certificate of an Authorized Officer of the Trust to effect the defeasance of Bonds attributable to such Borrower’s Loan in accordance with Article XII hereof, in either case to be applied (along with the Net Earnings thereon) as a credit to the final Trust Bond Loan Repayments of such Reserve Capacity Borrower. Prior to any such transfer described herein, investments held in the Debt Service Reserve Fund shall be liquidated to the extent necessary in order to provide for the transfer described herein.

(b) Whenever any Borrower that is not a Reserve Capacity Borrower and that is no longer paying the Interest Portion payable by said Borrower from the Capitalized Interest Account of the Debt Service Fund that is allocable to said Borrower, if applicable, has paid or prepaid its loan in full in
accordance with all of the terms of its Loan Agreement (including, without limitation, obtaining the Trust’s consent to any such prepayment, where applicable), the Trust shall notify the Trustee (i) of the Trust’s consent to such prepayment, where applicable, and (ii) that the amount in the Debt Service Reserve Fund allocable to any such Borrower shall be transferred to the Trust for any of its lawful corporate purposes pursuant to the instructions of a Certificate of an Authorized Officer of the Trust. Prior to any such transfer described herein, investments held in the Debt Service Reserve Fund shall be liquidated to the extent necessary in order to provide for the transfer described herein.

6. Whenever the Trustee determines that the amount of money in the Debt Service Reserve Fund exceeds the Debt Service Reserve Requirement on September 1 on any valuation date, such excess money shall be transferred to the Trust for application by the Trust in accordance with the Act and any other applicable law for any of the Trust’s corporate purposes allowed thereby.

7. Investment of the Debt Service Reserve Fund shall be valued every ten (10) years, at the market value thereof, exclusive of accrued interest. Notwithstanding anything to the contrary in Section 5.10 hereof, if a decline in the market value of securities on deposit in the Debt Service Reserve Fund causes the marked to market amount on deposit in the Debt Service Reserve Fund to be below the Debt Service Reserve Requirement, such deficiency shall be restored by retaining all or a portion of each Borrower’s Allocable Share of Net Earnings thereon until the Debt Service Reserve Requirement has been met. When and to the extent market conditions change thereafter, any such retained Net Earnings (and not the corpus of the Debt Service Reserve Fund) not needed to satisfy the Debt Service Reserve Requirement shall be credited to the Trust Bond Loan Repayments of the Borrowers in accordance with their Allocable Share as set forth in Section 5.10 hereof. Investments purchased with funds on deposit in the Debt Service Reserve Fund shall have a term to maturity of not greater than ten (10) years.

SECTION 5.08. General Fund. On the first day of each Bond Year beginning September 1, 2017, the Trustee shall deposit in the SRF Account and non-SRF Account, as applicable, of the General Fund all moneys then remaining in the Trust Bond Loan Repayments Account within the Revenue Fund except for those moneys identified as credits under Section 5.10 hereof to be transferred to the Interest Account on the second day of such Bond Year; provided, however, that (i) to the extent such date is a valuation date, the moneys then on deposit in the Debt Service Reserve Fund shall be at least equal to the Debt Service Reserve Requirement, (ii) all transfers from the Trust Bond Loan Repayments Account within the Revenue Fund required pursuant to subsections (1), (2), (3) and (4) of Section 5.05 shall have been made, and (iii) all funds required to be on deposit in the Revenue Fund pursuant to Section 5.05(2) are on deposit in the Revenue Fund. Moneys on deposit in the General Fund that shall not be required to be transferred to the Interest Account in the Debt Service Fund pursuant to Section 5.10 may be applied by the Trust, upon written requisition from the Trust to the Trustee, in accordance with the Act and, in the case of proceeds of the Series 2016A-2 Bonds, the Tax Certificate, for any of its corporate purposes. Such requisition shall state that the Trust is requesting such moneys pursuant to the provisions of this Section 5.08.

SECTION 5.09. Moneys to Be Held in Trust. All moneys required to be deposited with or paid to the Trustee or the Paying Agent for the account of any fund or account established under any provision of this Bond Resolution for the Bonds in accordance with this Bond Resolution, other than the Project Loan Account in the Project Fund, the Operating Expense Fund, and the Rebate Fund, shall be held by the Trustee or the Paying Agent, as the case may be, in trust for the Holders of the Bonds and shall constitute part of the Trust Estate while held by the Trustee or the Paying Agent; provided, however, that moneys deposited with or held by the Trustee or the Paying Agent for the redemption of Bonds on or after the redemption date of such Bonds, or for the payment of the Redemption Price of or interest on Bonds on or after the date on which such amounts shall have become due shall be held and applied solely for the redemption or payment of the Redemption Price of or the payment of the interest on such Bonds.
SECTION 5.10. Investments.

1. **Generally.** All moneys in any of the Funds and Accounts created under this Bond Resolution, other than the Operating Expense Fund and the Accounts established therein, shall be invested by the Trustee as directed by an Authorized Officer of the Trust in writing, subject to the further provisions of this Section. Each such direction, including, without limitation, the establishment and payment of the purchase price of any such investment, shall be consistent with then current procurement and investment policies and procedures of the Trust. The Trustee may conclusively rely upon such written direction of an Authorized Officer of the Trust as to any and all investments and as to the compliance of any investments with the procurement and investment policies and procedures of the Trust. Moneys in the Operating Expense Fund shall be invested by the Trust in accordance with the provisions of this Section.

Moneys in all Funds and Accounts created under this Bond Resolution shall be invested in Investment Securities, the principal of and interest on which are payable not later than the dates on which it is estimated that such moneys will be required hereunder, provided, however, that the Project Fund and the Accounts established therein may be invested in the State of New Jersey Cash Management Fund or other similar common trust fund for which the New Jersey State Treasurer is the custodian, in addition to investment thereof in Investment Securities.

Investment Securities acquired as an investment of moneys in any Fund or Account created under this Bond Resolution shall be credited to such Fund or Account. For the purpose of determining the amount in any Fund or Account at any time in accordance with this Bond Resolution, all Investment Securities credited to such Fund or Account shall be valued at the lesser of amortized cost (exclusive of accrued interest) or fair market value; provided, however, that the Debt Service Reserve Fund shall be valued in compliance with the provisions of Section 5.07(7) hereof.

The Trustee may act as principal or agent in the acquisition or disposition of any Investment Securities. The Trustee shall exercise its best efforts to sell at the best price obtainable, or present for redemption, any Investment Securities to the credit of any Fund or Account created under this Bond Resolution, other than the Operating Expense Fund, the Accounts established therein and the Rebate Fund, whenever it shall be necessary in order to provide moneys to meet any required payment, transfer, withdrawal or disbursement from such Fund or Account, and the Trustee shall not be liable for any loss resulting from such necessary sale so made of such investments.

2. **Net Earnings on the Debt Service Reserve Fund During the Capitalized Interest Period.** Net Earnings from the investment of the Debt Service Reserve Fund during the capitalized interest period (from September 1, 2017 and on each Interest Payment Date through and including September 1, 20__) shall be applied as follows:

(a) **Borrowers that are Capitalizing Interest.** Commencing September 1, 2017 and on each Interest Payment Date thereafter through and including September 1, 20__, the Trustee shall transfer the amounts of Net Earnings from the investment of moneys in the Debt Service Reserve Fund set forth in Section 2.03(7)(a) of this Bond Resolution to the Capitalized Interest Account to be applied to the payment of a portion of the interest due on the Series 2016A-2 Bonds on such Interest Payment Date.

(b) **Borrowers that are not or are no Longer Capitalizing Interest.** Commencing September 1, 2017 and on each Interest Payment Date thereafter through and including September 1, 20__, the Trustee shall transfer the balance of the Net Earnings from the investment of moneys in the SRF and non-SRF portions of the Debt Service Reserve Fund respectively, to the SRF Subaccount and the non-SRF Subaccount, as applicable, of the Interest Account in the Debt Service Fund and apply such amounts as
credits against the Interest Portion of the Trust Bond Loan Repayment due on any such immediately succeeding Interest Payment Date from those Borrowers (being the Borrowers that are not or are no longer capitalizing interest during the capitalized interest period) in the percentages applicable to the Borrowers set forth on Schedule II-A (for SRF Borrowers) and Schedule II-B (for non-SRF Borrowers) attached hereto; provided, however, that (i) the amount to be applied as a credit for each SRF Borrower as determined in the preceding clause of this sentence shall not exceed the product of the amount of such balance of Net Earnings and a fraction, the numerator of which shall equal the product of the amount of said Borrower’s Allocable Share of the Debt Service Reserve Fund (as determined pursuant to Schedule II-A) times the Debt Service Reserve Requirement attributable to all SRF Borrowers, less all transfers made by the Trustee in accordance with the provisions of Section 5.07 as of the last day of such Bond Year attributable to such Borrower, and the denominator of which shall equal the Debt Service Reserve Requirement attributable to all SRF Borrowers, less the aggregate amount of all transfers from the Debt Service Reserve Fund on behalf of all such Borrowers which have not been repaid as of the last day of such Bond Year; (ii) the amount to be applied as a credit for each non-SRF Borrower as determined above shall not exceed the product of the amount of such balance of Net Earnings and a fraction, the numerator of which shall equal the product of the amount of said Borrower’s Allocable Share of the Debt Service Reserve Fund (as determined pursuant to Schedule II-B) times the Debt Service Reserve Requirement attributable to all non-SRF Borrowers, less all transfers made by the Trustee in accordance with the provisions of Section 5.07 as of the last day of such Bond Year attributable to such Borrower, and the denominator of which shall equal the Debt Service Reserve Requirement attributable to all non-SRF Borrowers, less the aggregate amount of all transfers from the Debt Service Reserve Fund on behalf of all such Borrowers which have not been repaid as of the last day of such Bond Year; and (iii) if on any valuation date the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement other than as a result of any transfer required under Section 5.07 (to the extent applicable during the capitalized interest period), the Net Earnings on amounts on deposit in the Debt Service Reserve Fund shall be credited to and retained in the Debt Service Reserve Fund until the amount on deposit therein equals the Debt Service Reserve Requirement. The Trustee, simultaneously with each such transfer, shall notify the Trust in writing of all such Net Earnings so transferred. Such writings shall set forth the Net Earnings for each such fund or account created hereunder.

3. **Net Earnings on all Funds and Accounts Other than the Funds and Accounts not Subject to Transfer and Credit and Other than the Debt Service Reserve Fund During the Capitalized Interest Period.** Except as provided in the immediately preceding paragraph regarding the transfer of Net Earnings from the Debt Service Reserve Fund during the capitalized interest period, (i) all Net Earnings received in the first Bond Year from investment of moneys in any fund or account created hereunder, other than the Operating Expense Fund, the Rebate Fund, the Project Fund and the respective accounts established therein and the Capitalized Interest Account in the Debt Service Fund, shall be deposited or retained in the SRF Subaccount and non-SRF Subaccount as applicable, of the Interest Account in the Debt Service Fund on September 2, 2017; (ii) all Net Earnings received from September 2 through and including March 1 in any Bond Year thereafter from the investment of moneys in any fund or account created under this Bond Resolution, other than the funds and accounts excepted in (i) above, shall be deposited or retained in the SRF Subaccount and non-SRF Subaccount as applicable, of the Interest Account in the Debt Service Fund on March 2 of any such Bond Year; and (iii) all Net Earnings received from March 2 through and including September 1 of the next succeeding Bond Year from the investment of moneys in any fund or account created under this Bond Resolution, other than the funds and accounts excepted in (i) and (ii) above, shall be deposited or retained in the SRF Subaccount and non-SRF Subaccount as applicable, of the Interest Account in the Debt Service Fund on September 2 of any such next succeeding Bond Year. Notwithstanding the foregoing, to the extent on any valuation date the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement other than as a result of any transfer required under Section 5.07, the Net Earnings on amounts on deposit in the Debt Service Reserve Fund shall be credited to and retained in the Debt Service Reserve Fund until the amount on deposit therein equals the Debt Service Reserve Requirement.
4. **Specific Borrower Credits.** The Trustee, simultaneously with each transfer contemplated by Section 5.10(2) and (3) hereof, shall notify the Trust in writing of all such Net Earnings so transferred. Such writings shall set forth the Net Earnings for each such fund or account created hereunder. The Trust will credit the Interest Portion of the immediately succeeding Trust Bond Loan Repayment due from a Borrower, and to the extent moneys are available therefor, the principal portion of such Trust Bond Loan Repayments, if any, with the Net Earnings allocable to said Borrower and notify the Borrower and the Trustee of such credit. The Net Earnings allocable to a Borrower shall be the sum of: (a) said Borrower’s pro rata share of the Net Earnings derived in accordance with Section 5.10(3) hereof from the SRF or non-SRF Subaccounts or Accounts, as applicable, of the Interest Account, the Principal Account and the Redemption Account in the Debt Service Fund, the General Fund and the Revenue Fund (i.e., all funds and accounts created hereunder other than (i) those funds and accounts listed in Section 5.05 hereof, the Net Earnings on which accounts are not subject to transfer and credit in favor of Borrower Trust Bond Loan Repayments and (ii) the Debt Service Reserve Fund, the Net Earnings on which are subject to transfer and credit during the capitalized interest period in accordance with Sections 5.10(2) and (4)(b) during the capitalized interest period and Sections 5.10(3), 4(c) and 4(d) for all other periods) in any Bond Year commencing on or after September 1, 2017, which pro rata share shall be equal to the product of: (i) such Net Earnings so derived from the SRF or non-SRF accounts of such funds or accounts, as applicable and (ii) said Borrower’s Allocable Share (as determined pursuant to Schedule I-A attached hereto); (b) during the period from the issuance of the Series 2016A-2 Bonds through and including September 1, 20__ (the capitalized interest period), said Borrower’s Net Earnings derived from the SRF or non-SRF Account, as applicable of the Debt Service Reserve Fund as set forth in Section 5.10(2) (a) (for Borrowers that are capitalizing interest) and 5.10(2)(b) for Borrowers that are not or are no longer capitalizing interest hereof; (c) after the capitalized interest period for SRF Borrowers, said Borrower’s pro rata share of the Net Earnings derived from the SRF Account of the Debt Service Reserve Fund in any Bond Year, which pro rata share shall be equal to the product of (i) such Net Earnings and (ii) a fraction, the numerator of which shall equal the product of the amount of said Borrower’s Allocable Share of the Debt Service Reserve Fund (as determined pursuant to Schedule I-A attached hereto) times the Debt Service Reserve Requirement attributable to all SRF Borrowers, less all transfers made by the Trustee in accordance with the provisions of Section 5.07 as the last day of such Bond Year attributable to such Borrower, and the denominator of which shall equal the Debt Service Reserve Requirement attributable to all SRF Borrowers less the aggregate amount of all transfers from the Debt Service Reserve Fund on behalf of all such SRF Borrowers which have not been repaid as of the last day of such Bond Year; and (d) after the capitalized interest period for non-SRF Borrowers, said Borrower’s pro rata share of the Net Earnings derived from the non-SRF Account of the Debt Service Reserve Fund in any Bond Year, which pro rata share shall be equal to the product of (i) such Net Earnings and (ii) a fraction, the numerator of which shall equal the product of the amount of said Borrower’s Allocable Share of the Debt Service Reserve Fund (as determined pursuant to Schedule I-A attached hereto) times the Debt Service Reserve Requirement attributable to all non-SRF Borrowers, less all transfers made by the Trustee in accordance with the provisions of Section 5.07 as of the last day of such Bond Year attributable to such Borrower, and the denominator of which shall equal the Debt Service Reserve Requirement attributable to all non-SRF Borrowers less the aggregate amount of all transfers from the Debt Service Reserve Fund on behalf of all such non-SRF Borrowers which have not been repaid as of the last day of such Bond Year. Provided, however (with respect to (c) and (d) above), that during any valuation date in which the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement other than as a result of any transfer required under Section 5.07, the Net Earnings on amounts on deposit in the Debt Service Reserve Fund shall be credited to and retained in the Debt Service Reserve Fund until the amount on deposit therein equals the Debt Service Reserve Requirement.

To the extent that an Authorized Officer of the Trust advises the Trustee in writing that the Trust has determined that the aggregate Net Earnings in all Funds and Accounts allocable to any individual
Borrower on any Interest Payment Date, as calculated by the Trust pursuant to this paragraph, are less than the lesser of (I) one-twelfth (1/12) of the Trust Bond Loan Repayments due from such Borrower during the immediately preceding Bond Year and (II) $1,000, such Net Earnings shall be retained in the Debt Service Fund unless directed by an Authorized Officer of the Trust to be credited to the Trust Bond Loan Repayment of such Borrower in accordance with this paragraph.

5. **Earnings on Funds and Accounts Not Subject to Transfer and Credit.** All Net Earnings from the investment of moneys in the Project Loan Accounts, the Capitalized Interest Account, the Rebate Fund, the Revenue Fund and the Operating Expense Fund shall be retained in and treated as part of such fund or accounts and applied in accordance with the Sections of this Bond Resolution governing such funds or accounts.

6. **Rebate Fund.** The Trust may withdraw and utilize earnings in any fund or account other than the Interest Account and the Principal Account in the Debt Service Fund to pay into the Rebate Fund held by the Trust any amounts desired by the Trust or required pursuant to the Code to be set aside for rebate or to satisfy a yield restriction requirement to the Internal Revenue Service, as outlined in the Tax Certificate or any letter of instructions referred to in Section 8.06(2) hereof; provided, however, that to the extent any such moneys and investment earnings thereon on deposit in the Rebate Fund shall not be needed for such purposes at the times so outlined, all or a portion of such moneys may be transferred by the Trustee to the General Fund upon the Trustee’s receipt of written instructions from the Trust to such effect. The Trust shall submit to the Trustee a certificate specifying the funds or accounts and the amount of earnings to be withdrawn for such purposes, and the Trustee shall be entitled to rely on each such certificate in making payments to the Trust.
ARTICLE VI

LOANS

SECTION 6.01. Terms and Conditions of Loans. The Trust shall make Loans to Borrowers for the purpose of paying a portion of the Costs of the Borrowers’ Projects from moneys available therefor in the applicable Project Loan Accounts in the Project Fund, and shall enter into Loan Agreements, in the manner, on the terms and conditions and upon submission of the documents required by this Article VI, and not otherwise.

SECTION 6.02. Form of Loan Agreement. The Loan Agreements shall be substantially in the form of Exhibit A, Exhibit B or Exhibit C hereto, as applicable, with such changes therein as shall be approved by the Trust, as evidenced by the execution thereof by an Authorized Officer of the Trust; provided, however, that the Loans and the Loan Agreements shall in any event conform in all material respects to the provisions of this Article VI.

SECTION 6.03. Restrictions on Loans. No Loan may be made to reimburse a Borrower for all or a portion of the Cost of a Borrower’s Project, or to refinance indebtedness or reimburse the Borrower for the repayment of indebtedness previously incurred by such Borrower to finance all or a portion of the Cost of such Borrower’s Project, unless the Borrower shall deliver to the Trust and the Trustee an opinion of Bond Counsel approved by the Trust, in form and substance satisfactory to the Trust, to the effect that such reimbursement or refinancing will not adversely affect the exclusion from gross income for federal income tax purposes of interest paid on the Bonds.

SECTION 6.04. Loan Closing Submissions. Prior to or at each Loan Closing of a Loan, the Trust and the Trustee shall have received the following documents from the Borrower receiving the Loan, failing the receipt of all of which a Borrower shall not be considered a Borrower for purposes of this Bond Resolution:

(a) an opinion or opinions of the Borrower’s Counsel substantially in the form set forth in Exhibit E to the form of Loan Agreement; provided, however, that the Trust may permit variances in such opinion from the form or substance of such Exhibit E, if such variances are not to the material detriment of the interests of the Bondholders;

(b) counterparts of the Loan Agreement executed by the parties thereto designating, among other things, SRF or non-SRF status and any other relevant term contemplated by Section 1.03 hereof;

(c) the bond evidencing the payment obligations of the Borrower under such Loan Agreement, duly executed, authenticated and delivered by such Borrower and endorsed by the Trust to the Trustee;

(d) the opinion required by Section 6.03 hereof, if applicable;

(e) copies of the resolutions or ordinances of the governing body of the Borrower authorizing the execution and delivery of such Loan Agreement and bond, certified by an Authorized Officer of the Borrower;

(f) an opinion of Counsel to the Trust that the Borrower’s Project constitutes a “Project” within the meaning of the Act and that the financing thereof by the Trust is permissible under the Act and Section 6.01 of this Resolution; and

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(g) such other certificates, documents, opinions and information as the Trust or the Trustee may require.

All opinions and certificates required under this Section shall be dated the date of the Loan Closing and all such opinions shall be addressed, at a minimum, to the Trust and the Trustee.

SECTION 6.05. Trust Bond Loan Repayments. With respect to the Loans made from the proceeds of any Series of Bonds, the Trust shall establish Trust Bond Loan Repayments under the Applicable Loan Agreements in such amounts which, together with any amounts available and required to be treated as credits under this Bond Resolution, shall be sufficient to pay the principal of, prepayment premium, if any, and interest on such Series of Bonds as the same become due and payable.

SECTION 6.06. Continuing Disclosure. Prior to each Loan Closing of a Loan, the Trust, pursuant to the sole discretion of an Authorized Officer of the Trust, in consultation with Bond Counsel, general counsel and other appropriate advisors to the Trust, shall determine if any Borrower is a material “obligated person” within the meaning and for the purposes of Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “SEC”) pursuant to the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto (“Rule 15c2-12”), based upon the following criteria hereby established as the means of satisfying the meaning and purposes of Rule 15c2-12:
Borrowers shall be considered to be material “obligated persons” if their remaining Fund Loan (unless defined in this Section 6.06, capitalized terms not defined in this Bond Resolution and used in this Section 6.06 shall have the respective meanings ascribed to such terms in the Master Program Trust Agreement) repayments in all Coverage Providing Financing Programs, when aggregated with such Borrower’s Trust Loan repayments, if any, in respect of the Bonds, exceed ten percent (10%) of the sum of (i) the aggregate of all remaining Fund Loan repayments from all Borrowers in all Coverage Providing Financing Programs and (ii) the aggregate of all remaining Trust Loan repayments from all Borrowers.
To the extent any Borrowers that have been determined to be material “obligated persons” within the meaning and for the purposes of Rule 15c2-12 have entered into Service Agreements with Underlying Government Units and if any such Underlying Government Units have entered into Service Agreements with Indirect Underlying Government Units (as such terms are defined in the Loan Agreements) whereby annual charges or indirect annual charges, as the case may be, materially secure the Trust Bond Loan Repayments of any such Borrowers, any such Underlying Government Unit and Indirect Underlying Government Unit shall also be considered material “obligated persons” within the meaning and for the purposes of Rule 15c2-12.
Any Borrower determined to be a material “obligated person” based upon the criteria set forth herein shall be required to enter into a Continuing Disclosure Agreement, with a term as specified therein, by and among such Borrower, the Trust and the Trustee, substantially in the form attached hereto as Exhibit H to Exhibit A and Exhibit B, with such changes therein as shall be approved by the Trust, as evidenced by the execution thereof by an Authorized Officer of the Trust.
The Trust hereby determines that it is not an “obligated person”. Nevertheless, the Trust hereby covenants to provide notice of Bond Disclosure Events (as defined in the Continuing Disclosure Agreement), if material, with respect to the Series 2016A-2 Bonds to each Nationally Recognized Municipal Securities Information Repository recognized by the SEC or to the Municipal Securities Rulemaking Board and the State Information Depository, if any, recognized by the SEC.
The Trust hereby determines that the Series 2016A-2 Financing Program relating to the Series 2016A-2 Bonds is an “obligated person”, and shall be required to enter into a Continuing Disclosure
Agreement, with a term as specified therein, by and among the Trust, the Trustee and the Master Program Trustee, substantially in the form attached hereto as Exhibit E, with such changes therein as shall be approved by the Trust, as evidenced by the execution thereof by an Authorized Officer of the Trust.

Notwithstanding any provision to the contrary in Article XI hereof, the Trust may amend or supplement this Section 6.06 to comply with any amendment, supplement, modification, termination or other change to Rule 15c2-12.
ARTICLE VII

ADDITIONAL PROVISIONS RELATING TO LOANS

SECTION 7.01. Reserved.

SECTION 7.02. Defaults. The Trustee shall notify the Trust of its failure to receive any Trust Bond Loan Repayment, if any, of a Borrower due under any Loan Agreement and of any other event of default under such Loan Agreement known to the Trustee.

The Trustee shall diligently enforce, and take all reasonable steps, actions and proceedings necessary for the enforcement of, all terms and conditions of all Loan Agreements, including (without limitation) the prompt payment of all Trust Bond Loan Repayments and all other amounts due the Trust, and the observance and performance of all duties, covenants, obligations and agreements, thereunder; provided, however, that the Trustee shall not accelerate the payment of amounts due under any Loan Agreement following any event of default thereunder (other than any event of default which shall automatically accelerate such payment under the Loan Agreements), unless the Trustee shall have given the Trust thirty (30) days' written notice of the occurrence of such event of default and shall have afforded the Trust the opportunity to cause such event of default to be cured during the 30-day period following receipt by the Trust of such notice.

The Trustee shall not release the duties, covenants, obligations or agreements of any Borrower under any Loan Agreement and shall at all times, to the extent permitted by law, defend, enforce, preserve and protect the rights and privileges of the Trust and the Holders under or with respect to each Loan Agreement; provided, however, that this provision shall not be construed to prevent the Trustee (with the written consent of the Trust) from settling a default under any Loan Agreement on such terms as the Trustee shall determine to be in the best interests of the Trust and the Holders. The Trust hereby appoints the Trustee its agent and attorney-in-fact for purposes of enforcing all rights, title and interests of the Trust under the Loan Agreements, except for the enforcement of all rights, title and interests of the Trust relating to the payment by the Borrower of the Administrative Fee and otherwise, subject to the provisions of this Section.

SECTION 7.03. Termination of Loan Agreements. Upon the payment in full of all amounts due under a Loan Agreement, the Trust shall cancel the obligation of the Borrower evidenced by such Loan Agreement and terminate and release all security interests and liens created under such Loan Agreement and the Trust and the Trustee shall take any other action required of the Trust or the Trustee in such Loan Agreement in connection with such cancellation, termination and release, including (without limitation) the execution of all relevant documents in connection with such actions.

SECTION 7.04. Loan Files. After each Loan Closing, the Trustee shall retain all the documents received by it pursuant to Article VI hereof in connection with such Loan Closing or in connection with the Loan made at such Loan Closing in a file pertaining to such Loan, to which file the Trustee shall from time to time add (i) all records and other documents pertaining to disbursements of amounts to the Borrower under the Loan Agreement and to Loan Repayments and other amounts received by the Trustee under such Loan Agreement and (ii) all communications from or received by the Trustee with respect to such Loan. Such file shall be kept at the Principal Office of the Trustee and shall be available for inspection by the Trust and its agents at reasonable times and under reasonable circumstances.

SECTION 7.05. Trustee’s Obligations. The Trustee shall observe and perform all duties, covenants, obligations and agreements of the Trust under each Loan Agreement to the extent specified herein.
ARTICLE VIII

GENERAL COVENANTS

SECTION 8.01. Payment of Bonds. The Trust shall pay or cause to be paid the principal or Redemption Price of and interest on every Bond of each Series on the date, at the place and in the manner provided herein, in the Applicable Supplemental Resolution and in such Bonds, according to the true intent and meaning thereof; provided, however, that the Bonds of each Series are special obligations of the Trust, the principal or Redemption Price of and interest on which are payable by the Trust solely from the Trust Estate.

The Bonds of each Series shall not be payable from the general funds of the Trust and shall not constitute a legal or equitable pledge of, or lien or encumbrance upon, any of the assets or property of the Trust or upon any of its income, receipts or revenues, except as provided in this Bond Resolution. The full faith and credit of the Trust are not pledged, either expressly or by implication, to the payment of the Bonds. The Trust has no taxing power and has no claim on any revenues or receipts of the State of New Jersey or any agency or political subdivision thereof or any Borrower except as expressly provided in a Borrower’s Loan Agreement.

SECTION 8.02. Observance and Performance of Duties, Covenants, Obligations and Agreements; Representations as to Authorization and Validity of Bonds. The Trust shall faithfully observe and perform at all times all of its duties, covenants, obligations and agreements contained in the Loan Agreements or in any Bond executed, authenticated and delivered under this Bond Resolution and any Supplemental Resolution or in any proceedings of the Trust pertaining thereto.

The Trust represents and covenants that: (i) it is duly authorized under the Constitution and laws of the State of New Jersey, particularly the Act, to issue the Bonds of each Series, to enter into the Loan Agreements and the Master Program Trust Agreement and to pledge the Trust Estate in the manner and to the extent set forth in this Bond Resolution and as shall be set forth in any Supplemental Resolution; (ii) all action on its part for the issuance of the Bonds of each Series will be duly and effectively taken; and (iii) the Bonds of each Series in the hands of the Holders thereof will be valid and binding special obligations of the Trust enforceable according to their terms.

SECTION 8.03. Liens, Encumbrances and Charges. The Trust shall not create or cause to be created and shall not suffer to exist, any lien, encumbrance or charge upon the Trust Estate except the pledge, lien and charge created for the security of Holders of the Bonds. To the extent Revenues are received, the Trust will cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty (60) days after the same shall accrue, all lawful claims and demands that if unpaid might by law become a lien upon the Trust Estate; provided, however, that nothing contained in this Section shall require the Trust to pay or cause to be discharged, or make provision for, any such lien, encumbrance or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

So long as Bonds of any Series shall be Outstanding, the Trust shall not issue any bonds, notes or other evidences of indebtedness, other than such Bonds, secured by any pledge of or other lien or charge on the Trust Estate. Notwithstanding the foregoing, the Trust may issue future series of bonds, notes or other evidences of indebtedness that have an interest in the Master Program Trust Account to the extent set forth in the Master Program Trust Agreement. Nothing in this Bond Resolution is intended to or shall affect the right of the Trust to issue bonds, notes and other obligations under other resolutions or indentures for any of its other purposes.
SECTION 8.04. Accounts and Audits. The Trust shall keep, or cause to be kept, proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Loans, this Bond Resolution and any Supplemental Resolution, which books and accounts (at reasonable hours and subject to the reasonable rules and regulations of the Trust) shall be subject to the inspection of the Trustee and any Holder of any Bonds or their agents or representatives duly authorized in writing. The Trust shall cause such books and accounts to be audited annually by a nationally recognized independent certified public accountant selected by the Trust. Annually, not later than December 1 of each year with respect to the fiscal year of the Trust ended on the immediately preceding June 30, a signed copy of such report shall be furnished by the Trust to the Trustee. Such report shall include at least: (i) a statement of all funds and accounts (including investments thereof) held by the Master Program Trustee pursuant to the provisions of the Master Program Trust Agreement; (ii) a statement of the Revenues, Administrative Fees and State Administrative Fees collected in connection with this Bond Resolution; (iii) a statement whether the balance in the Debt Service Reserve Fund meets the Debt Service Reserve Requirement established under this Bond Resolution; and (iv) a statement that, in making such audit, no knowledge of any default in the fulfillment of any of the terms, covenants or provisions of this Bond Resolution was obtained, or if knowledge of any such default was obtained, a statement thereof.

SECTION 8.05. Further Assurances. The Trust will pass, make, do, execute, acknowledge and deliver any and all such further resolutions, indentures, actions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Bond Resolution and for the better assuring and confirming unto the Holders of Bonds the rights and benefits provided in this Bond Resolution, including exercising its State aid intercept powers pursuant to the Act.

SECTION 8.06. Tax Rebate.

1. In connection with the issuance of any Series of Bonds an Authorized Officer of the Trust is authorized to execute on behalf of the Trust a Certificate as to arbitrage (including the Tax Certificate), a letter of instructions as to certain requirements of the Code, or any similar documents relating to the characterization of such Series of Bonds as not being “arbitrage bonds” within the meaning of Sections 103(a)(2) and 148 of the Code.

2. Any amounts required to be set aside for rebate or to satisfy a yield restriction requirement to the Internal Revenue Service pursuant to any letter of instructions or certificate as to arbitrage shall be considered a loss for purposes of determining “Net Earnings” pursuant to Section 5.10 hereof.

SECTION 8.07. Application of Loan Prepayments. Upon the prepayment, in whole or in part, of any Loan, the Trust shall elect to apply such prepayment proceeds either (i) to the redemption of Bonds on the next succeeding call date in accordance with Article IV, or (ii) to the payment of Bonds in accordance with Section 12.01. The Trust may only consent to Loan prepayments pursuant to the Loan Agreements if it simultaneously delivers to the Trustee (i) a certificate of an independent public accountant demonstrating that the aggregate Trust Bond Loan Repayments due pursuant to the Loan Agreements after such prepayment shall be sufficient to pay when due the principal of and interest on all Bonds outstanding after giving effect to the Trust’s election required in the immediately preceding sentence, and (ii) irrevocable instructions to effectuate such election regarding the application of prepayment proceeds. The Trust shall give notice to Fitch Ratings, Standard & Poor’s Corporation and Moody’s Investors Service, Inc. of any such Loan prepayments and its application of the proceeds thereof. The posting of any such notice to the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board shall constitute notice to Standard & Poor’s Corporation and Moody’s Investors Service, Inc. for purposes of this paragraph.
ARTICLE IX

DEFAULT PROVISIONS AND REMEDIES
OF TRUSTEE AND BONDHOLDERS

SECTION 9.01. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default” for the Bonds of all Series then Outstanding:

(a) default in the due and punctual payment of any interest on any Bond; or

(b) default in the due and punctual payment of the principal or Redemption Price of any Bond whether at the stated maturity thereof or on any date fixed for the redemption of such Bond; or

(c) if (i) the Trust shall be adjudicated a bankrupt or become subject to an order for relief under federal bankruptcy law, (ii) the Trust shall institute a proceeding seeking an order for relief under federal bankruptcy law or seeking to be adjudicated a bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or all of its debts under New Jersey bankruptcy or insolvency law, (iii) with the consent of the Trust, there shall be appointed a receiver, liquidator or similar official for the Trust under federal bankruptcy law or under New Jersey bankruptcy or insolvency law, or (iv) without the application, approval or consent of the Trust, a receiver, trustee, liquidator or similar official shall be appointed for the Trust under federal bankruptcy law or under New Jersey bankruptcy or insolvency law, or a proceeding described in clause (ii) above shall be instituted against the Trust and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of sixty (60) consecutive days; or

(d) if (i) the Trust shall make an assignment for the benefit of creditors, (ii) the Trust shall apply for or seek the appointment of a receiver, custodian, trustee, examiner, liquidator or similar official for it or any substantial part of its property, (iii) the Trust shall fail to file an answer or other pleading denying the material allegations of any proceeding filed against it described under clause (ii) of paragraph (c) of this Section, (iv) the Trust shall take any action to authorize or implement any of the actions set forth in paragraph (c) or (d) of this Section, (v) the Trust shall fail to contest in good faith any appointment or proceeding described in paragraph (c) or (d) of this Section or (vi) without the application, or approval or consent of the Trust, a receiver, trustee, examiner, liquidator or similar official shall be appointed for any substantial part of the Trust’s property and such appointment shall continue undischarged or such proceedings shall continue undismissed or unstayed for a period of thirty (30) consecutive days; or

(e) the Trust shall default in the performance or observance of any other of the duties, covenants, obligations, agreements or conditions on the part of the Trust to be performed or observed under this Bond Resolution or the Bonds of each Series, which default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall be given to the Trust by the Trustee or the Bondholders in accordance with Section 9.10 hereof.

SECTION 9.02. Acceleration of Bonds; Remedies. If an Event of Default described in Section 9.01 shall occur for any Series of Bonds, the Trustee may, and at the written request of the Holders of a majority in aggregate principal amount of the Outstanding Bonds shall, by telephonic notice to the Trust (promptly confirmed in writing) declare the principal of all Bonds then Outstanding to be due and payable; provided, however, that before making such declaration, the Trustee shall give thirty (30) days’ notice to the Trust. Upon any such declaration, the Trustee shall forthwith give notice thereof to the Borrowers and the Paying Agents.
At any time after the principal of the Bonds shall have been so declared to be due and payable and
before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such
Event of Default, or before the completion of the enforcement of any other remedy under this Bond
Resolution, the Trustee, by written notice to the Trust, may annul such declaration and its consequences if:
(i) moneys shall have accumulated in the Interest Account and the Principal Account in the Debt Service
Fund sufficient to pay all arrears of interest, if any, upon all of the Outstanding Bonds (except the interest
accrued on such Bonds since the last Interest Payment Date) and the principal then due on all Bonds (except
the principal on any such Bonds due solely as a result of any such declaration of acceleration); (ii) moneys
shall have accumulated and be available sufficient to pay the charges, compensation, expenses,
disbursements, advances and liabilities of the Trustee; and (iii) every other default known to the Trustee in
the observance or performance of any duty, covenant, obligation, condition or agreement contained in the
Bonds or in this Bond Resolution, shall have been remedied to the satisfaction of the Trustee; provided,
however, that such declaration may be annulled only with the written consent of the Holders of a majority
in aggregate principal amount of the Bonds Outstanding and not then due by their terms. No such
annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Upon the occurrence of an Event of Default, the Trustee shall also have the following rights and
remedies:

(a) the Trustee shall, at the direction of the Holders of a majority in aggregate principal
amount of the Outstanding Bonds, and upon being indemnified to its reasonable satisfaction, pursue any
available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on
the Bonds then Outstanding, including (without limitation) the right (to the extent legally enforceable) to,
by written notice to the Trust, declare the principal of the bonds then outstanding to be due and payable of
any Borrower whose actions have directly or indirectly caused any such Event of Default and including the
enforcement of any other rights of the Trust or the Trustee under the Loan Agreements;

(b) the Trustee by action or suit in equity may require the Trust to account as if it were
the trustee of an express trust for the Holders of Bonds and may take such action with respect to the Loan
Agreements as the Trustee deems necessary or appropriate and in the best interest of the Holders of Bonds,
subject to the terms of such Loan Agreements; and

(c) upon the filing of a suit or other commencement of judicial proceedings to enforce
any rights of the Trustee and of the Holders of Bonds under this Bond Resolution, the Trustee will be
entitled as a matter of right to the appointment of a receiver or receivers of the Trust Estate and the issues,
earnings, income, products and profits thereof, pending such proceedings, with such powers as the court
making such appointment shall confer.

If an Event of Default shall have occurred with respect to any Bonds, and if requested so to do by
the Holders of a majority in principal amount of the Bonds then Outstanding, and upon being indemnified
to its reasonable satisfaction therefor, the Trustee shall be obligated to exercise such one or more of the
rights, remedies and powers conferred by this Section as the Trustee shall deem most expedient in the
interests of the Holders of Bonds.

No right or remedy by the terms of this Bond Resolution conferred upon or reserved to the Trustee
(or to the Holders of Bonds) is intended to be exclusive of any other right or remedy, but each and every
such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to
Trustee or to such Holders hereunder or now or hereafter existing at law or in equity or by statute other than
pursuant to the Act. The assertion or employment of any right or remedy shall not prevent the concurrent
or subsequent assertion or employment of any other right or remedy.
No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Holders of any Bonds in default, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 9.03. Right of Holders of a Series of Bonds to Direct Proceedings. Anything in this Bond Resolution to the contrary notwithstanding, but subject to Section 9.07 hereof, the Holders of a majority in aggregate principal amount of Bonds in default then Outstanding shall have the right at any time during the continuance of an Event of Default of such Bonds, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Resolution, or for the appointment of a receiver or any other proceedings hereunder; provided, however, that such direction shall not be otherwise than in accordance with the provisions of law and of this Bond Resolution.

SECTION 9.04. Reserved.

SECTION 9.05. Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article upon any acceleration of the due date for the payment of the principal of and interest on the Bonds in default (including, without limitation, moneys received by virtue of action taken under provisions of any Loan Agreement, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee (including reasonable attorney fees) and any other moneys owed to the Trustee in connection with such Bonds hereunder), shall be applied, first, to the payment of the interest then due and unpaid upon the Bonds in default and, second, to the payment of the principal then due and unpaid upon the Bonds in default, to the persons entitled thereto, without any discrimination or privilege.

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

SECTION 9.06. Remedies Vested in Trustee. All rights of action (including, without limitation, the right to file proofs of claims) under this Bond Resolution or under any of the Bonds in default may be enforced by the Trustee without possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee for the equal and ratable benefit of the Holders of all the Outstanding Bonds without the necessary of joining as plaintiffs or defendants any Holders of such Bonds.

SECTION 9.07. Rights and Remedies of Holders of Bonds. No Holder of Bonds then Outstanding in default shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Bond Resolution or for the execution of any trust hereof or for the appointment of
a receiver or any other remedy hereunder, unless (a) an Event of Default shall have occurred, (b) the owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) the Holders shall have offered to the Trustee reasonable indemnity satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request, and (d) the Trustee shall have refused, or for sixty (60) days after receipt of such request and offer of indemnification shall have failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name, and such request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Bond Resolution, and to any action or cause of action for the enforcement of this Bond Resolution, or for the appointment of a receiver or for any other remedy hereunder. It is understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Bond Resolution by his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Holders of all Bonds then Outstanding; provided, however, that nothing contained in this Bond Resolution shall affect or impair the right of the Holder of any Bond to enforce the payment of the principal or Redemption Price of and interest on such Bond at and after the maturity thereof, or the obligation of the Trust to pay the principal or Redemption Price of and interest on each of the Bonds issued hereunder to the respective Holders thereof at the time and place, from the source and in the manner expressed in the Bonds and in this Bond Resolution and the Applicable Supplemental Resolution.

SECTION 9.08. Termination of Proceedings. In case the Trustee or a Holder of a Bond in default shall have proceeded to enforce any right under this Bond Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee or such Holder, then and in every such case the Trust, the Trustee and the Holders of Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies and powers of the Trustee and the Holders shall continue as if no such proceedings have been taken.

SECTION 9.09. Waivers of Events of Default. The Trustee may and, upon the written request of the Holders of not less than 25% in aggregate principal amount of all Bonds in default then Outstanding, shall waive any Event of Default which in its opinion shall have been remedied before the completion of the enforcement of any remedy under this Bond Resolution; but no such waiver shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 9.10. Notice of Certain Defaults; Opportunity of Trust to Cure Defaults. Anything herein to the contrary notwithstanding, no Default under Section 9.01(e) hereof shall constitute an Event of Default until actual notice of such Default shall be given to the Trust by registered or certified mail by the Trustee or by the Holders of a majority in aggregate principal amount of all Bonds then Outstanding and the Trust shall not have corrected the Default or caused the Default to be corrected within thirty (30) days following the giving of such notice; provided, however, that if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Trust within the applicable period and diligently pursued until the Default is corrected.

The Trust hereby grants to the Trustee full authority for the account of the Trust to observe or perform any duty, covenant, obligation or agreement alleged in any alleged Default concerning which notice is given to the Trust under the provisions of this Section in the name and stead of the Trust with full power to do any and all things and acts to the same extent that the Trust could do and perform any such things and acts and with power of substitution.

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ARTICLE X

FIDUCIARIES

SECTION 10.01. Appointments, Duties, Immunities and Liabilities of Trustee. U.S. Bank National Association and any successors and assigns thereto, has been appointed as Trustee by the Trust. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution and all other agreements with the Trust, including, without limitation, the Master Program Trust Agreement, by executing and delivering to the Trust a written acceptance thereof, and by executing such acceptance the Trustee shall be deemed to have accepted such duties and obligations with respect to all the Bonds thereafter to be validly issued, but only, however, upon the terms and conditions set forth in this Bond Resolution and all other agreements with the Trust, including, without limitation, the Master Program Trust Agreement.

SECTION 10.02. Paying Agents; Appointments.

1. The Trustee is hereby appointed Paying Agent and shall also act as registrar for the Series 2016A-2 Bonds. The Trust shall appoint one or more Paying Agents for the Bonds of each additional Series, and may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in Section 10.13 for a successor Paying Agent. There shall be no limitation upon the ability of the Trust to appoint the Trustee to serve as a Paying Agent, provided that the Trustee otherwise satisfies the qualifications set forth herein (including, without limitation and as applicable, the qualifications set forth in Section 10.13 for a successor Paying Agent) that are applicable to a Paying Agent.

2. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Resolution by executing and delivering to the Trust and to the Trustee a written acceptance thereof.

3. Unless otherwise provided, the principal corporate trust offices of the Paying Agents are designated as the respective offices or agencies of the Trust for the payment of the interest on and principal or Redemption Price of the Bonds.

4. The Trust may enter into agreements with any Paying Agent providing for the payment to the Trust of amounts in respect of interest earned on moneys held by such Paying Agent for the payment of principal or Redemption Price of and interest on Bonds. Any such payments to the Trust shall be deposited in the Trust Bond Loan Repayments Account within the Revenue Fund and applied as Revenues.

SECTION 10.03. Responsibilities of Fiduciaries.

1. The recitals of fact contained herein and in the Bonds shall be taken as the statements of the Trust and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representation as to the validity or sufficiency of this Bond Resolution or of any Bonds issued thereunder or as to the security afforded by this Bond Resolution, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for its representation contained in its authentication certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the Trust or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified to its satisfaction. Subject to the provisions of subsection 2 of this Section 10.03, no Fiduciary shall be liable in connection with the observance and performance of its duties and obligations hereunder except for its own negligence or misconduct.
2. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and obligations and only such duties and obligations as are specifically set forth in this Bond Resolution. In case an Event of Default has occurred (which has not been cured) the Trustee shall exercise such of the rights and powers invested in it by this Bond Resolution, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any provision of this Bond Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 10.03.


1. Each Fiduciary, upon receipt of any notice, Supplemental Resolution, request, consent, order, certificate, report, opinion, bond or other paper or document furnished to it pursuant to any provision of this Bond Resolution, shall examine such instrument to determine whether it conforms to the requirements of this Bond Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with Counsel, who may or may not be counsel to the Trust, and the opinion of such Counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Bond Resolution in good faith and in accordance therewith.

2. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Bond Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate of an Authorized Officer of the Trust, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Bond Resolution upon the faith thereof; but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

3. Except as otherwise expressly provided in this Bond Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Trust to any Fiduciary shall be sufficiently executed in the name of the Trust by an Authorized Officer of the Trust.

SECTION 10.05. Compensation. The Trust shall pay each Fiduciary from time to time reasonable compensation for all services rendered under this Bond Resolution, including in that limitation the services rendered pursuant to Section 12.01, and also all reasonable expenses incurred in and about the performance of their powers and duties under this Bond Resolution and each Fiduciary shall have a lien therefor on any and all funds and accounts at any time held by it under this Bond Resolution, other than the Project Loan Account in the Project Fund. Subject to the provisions of Section 10.03, the Trust further agrees to indemnify and save each Fiduciary harmless against any losses, liabilities and expenses (including reasonable legal fees) which it may incur in the exercise and performance of its powers, duties and obligations hereunder, other than losses, liabilities and expenses (including legal fees) attributable to the negligence, bad faith, breach of contract or misconduct of the Fiduciary, arising out of or as a result of the Fiduciary performing its obligations under this Bond Resolution or undertaking any transaction contemplated by this Bond Resolution; provided, however, that the foregoing is subject to the limitations of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:2-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.
Each Fiduciary agrees as follows:

1. The Fiduciary shall give the Trust prompt notice in writing of any actual or potential claim described above and the institution of any suit or action;

2. The Fiduciary shall not adjust, settle or compromise any such claim, suit or action without the approval of Trust; and

3. The Fiduciary shall permit the Trust, if the Trust so chooses, to assume full control of the adjustment settlement, compromise or defense of each such claim, suit or action.

While the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., is not applicable by its terms to claims arising under contracts with the Trust, each Fiduciary agrees that such statute (except N.J.S.A. 59:13-9) shall be applicable to all claims against the Trust arising under this Section 10.05.

The indemnification provided in this Section 10.05 does not apply or extend to any indemnification given by a Fiduciary to any other person.

SECTION 10.06. Certain Permitted Acts. Any Fiduciary may become the Holder of any Bonds, with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Bond Resolution, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding.

SECTION 10.07. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving not less than one hundred twenty (120) days’ written notice to the Trust, and mailing notice thereof to the Holders of the Bonds then Outstanding, specifying the date when such resignation shall take effect, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the Trust or the Bondholders as provided in Section 10.09, in which event such resignation shall take effect immediately on the appointment of such successor, or unless a successor shall not have been appointed by the Trust or the Bondholders as provided in Section 10.09 on that date, in which event such resignation shall not take effect until a successor is appointed.

SECTION 10.08. Removal of Trustee. The Trustee may be removed at any time: (i) by an instrument or concurrent instruments in writing, filed with the Trustee, and signed by the Holders of a majority in principal amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Trust, (ii) so long as no Event of Default, or any event which, with notice or passage of time, or both, would become an Event of Default, shall have occurred and be continuing, for just cause by a resolution of the Trust filed with the Trustee, (iii) upon a determination by the Trust, in its sole discretion, that the compensation charged by the Trustee is excessive for the duties, obligations and other services to be performed by the Trustee pursuant to this Bond Resolution, such determination by the Trust to be establish by a resolution adopted by the Trust and filed with the Trustee no less than 30 days prior to the effective date of such termination, or (iv) for any reason to be determined by the Trust, in its sole discretion, and without any requirement that just cause be demonstrated, such determination by the Trust to be establish by a resolution adopted by the Trust and filed with the Trustee no less than 30 days prior to the effective date of such termination, provided, however, that the provisions of this clause (iv) shall not be implemented by the Trust more frequently than once every fifth year.
Notwithstanding any other provision in this Article X, no removal of the Trustee shall take effect until a successor shall be appointed pursuant to the provisions of Section 10.09.

SECTION 10.09. Appointment of Successor Trustee.

1. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, a successor may be appointed by the Trust by a duly executed written instrument signed by an Authorized Officer of the Trust, but if the Trust does not appoint a successor Trustee within forty-five (45) days then by the Holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Trust, by an instrument or concurrent instruments in writing signed and acknowledged by such Bondholders or by their attorneys-in-fact duly authorized and delivered to such successor Trustee, notification thereof being given to the Trust and the predecessor Trustee. After such appointment of a successor Trustee, the Trust shall mail notice of any such appointment made by it or the Bondholders to the Holders of the Bonds then Outstanding.

2. If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Trustee shall have given to the Trust written notice as provided in Section 10.07 or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee or the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee.

3. Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company or national banking association in good standing, qualified to do business in the State of New Jersey, duly authorized to exercise trust powers, subject to examination by federal or state authority, having capital stock and surplus aggregating at least $50,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Bond Resolution.

SECTION 10.10. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Bond Resolution shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Trust, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the Trust, or of the successor Trustee, execute, acknowledge and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Bond Resolution, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Trust be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Trust. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

SECTION 10.11. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or
transfer all or substantially all of its corporate trust business; provided, such company (i) shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and (ii) shall be authorized by law to perform all the duties imposed upon it by this Bond Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

SECTION 10.12. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Bond Resolution shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee, or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Bond Resolution provided that the certificate of the Trustee shall have.

SECTION 10.13. Resignation or Removal of Paying Agent; Appointment of Successor.

1. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Bond Resolution by giving at least one hundred twenty (120) days written notice to the Trust, the Trustee and the other Paying Agents. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer of the Trust. Any successor Paying Agent shall be appointed by the Trust with the written approval of the Trustee and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least $50,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all duties imposed upon it by this Bond Resolution.

2. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.
ARTICLE XI

AMENDMENTS

SECTION 11.01. Supplemental Resolutions Effective Upon Filing With Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Trust may be adopted, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Trust, shall be fully effective in accordance with its terms:

(a) To close this Bond Resolution against, or provide limitations and restrictions contained in this Bond Resolution on, the authentication and delivery of Bonds;

(b) To add to the duties, covenants, obligations and agreements of the Trust in this Bond Resolution, other duties, covenants, obligations and agreements to be observed and performed by the Trust which are not contrary to or inconsistent with this Bond Resolution as theretofore in effect;

(c) To add to the limitations and restrictions in this Bond Resolution, other limitations and restrictions to be observed by the Trust which are not contrary to or inconsistent with this Bond Resolution as theretofore in effect;

(d) To authorize Bonds of a Series and, in connection therewith, specify and determine the matters and things referred to in Article II, and also any other matters and things relative to such Bonds including whether to issue Bonds in book entry forms, which are not contrary to or inconsistent with this Bond Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination contained in Article II at any time prior to the first authentication and delivery of such Bonds;

(e) To confirm as further assurance, any security interest, pledge or assignment under this Bond Resolution, and the subjection of the Revenues or of any other moneys, securities or funds to any security interest, pledge or assignment created or to be created by this Bond Resolution;

(f) To modify any of the provisions of this Bond Resolution in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Bonds of each Series Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof;

(g) To modify any of the provisions of this Bond Resolution in any respect provided that the modifications affect only Bonds issued subsequent to the date of such modifications; or

(h) To comply with the provisions of any federal or state securities law, including, without limitation, the Trust Indenture Act of 1939, as amended, or to comply with Section 103 of the Code, as amended, replaced or substituted.

If the Supplemental Resolution adopted by the Trust pursuant to this Section materially increases the duties and responsibilities of the Trustee hereunder, the Trust shall reasonably compensate the Trustee for such materially increased duties and responsibilities.
SECTION 11.02. Supplemental Resolutions Effective Upon Consent of Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution may be adopted, which, upon (i) the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Trust, (ii) the filing with the Trust of an instrument in writing made by the Trustee consenting thereto, and (iii) the filing with the Trust and the Trustee of an opinion of Bond Counsel to the effect that such Supplemental Resolution will not adversely affect the exclusion from gross income of the interest on the Series 2016A-2 Bonds for federal income tax purposes, shall be fully effective in accordance with its terms:

(a) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provisions in this Bond Resolution;

(b) To insert such provisions clarifying matters or questions arising under this Bond Resolution as are necessary or desirable and are not contrary to or inconsistent with this Bond Resolution as theretofore in effect;

(c) In connection with the appointment by the Trust of a fiduciary other than the Trustee to perform any of the duties and/or services to be performed by the Trustee pursuant to Section 5.04 hereof, to the extent such modification or amendment of this Bond Resolution which will not have a material adverse effect on the interests of Bondholders; or

(d) To make any other modification or amendment of this Bond Resolution which will not have a material adverse effect on the interests of Bondholders.

In making any determination under this Section 11.02, the Trustee may conclusively rely upon an opinion of Bond Counsel.

SECTION 11.03. Supplemental Resolutions Effective With Consent of Bondholders. At any time or from time to time, a Supplemental Resolution may be adopted subject to consent by the Bondholders in accordance with and subject to the provisions of Sections 11.06 and 11.07, which Supplemental Resolution, upon (i) the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Trust, (ii) compliance with the provisions of said Sections 11.06 and 11.07, (iii) the filing with the Trust and the Trustee of an opinion of Bond Counsel to the effect that such Supplemental Resolution will not adversely affect the exclusion from gross income of the interest on the Series 2016A-2 Bonds for federal income tax purposes, shall become fully effective in accordance with its terms as provided in said Section 11.07. Provided, however, that, any Supplemental Resolution which by its terms only affects one or more Series of Bonds may be adopted subject to the consent of the Bondholders of the Series or Series of Bonds so affected.


1. This Bond Resolution shall not be modified or amended in any respect except by Supplemental Resolution as provided in and in accordance with and subject to the provisions of this Article XI. Nothing contained in this Article XI shall affect or limit the right or obligation of the Trust to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of this Bond Resolution or the right or obligation of the Trust to execute and deliver to any Trustee any instrument which elsewhere in this Bond Resolution it is provided shall be delivered to said Trustee.

2. Any Supplemental Resolution referred to and permitted or authorized by Section 11.01 or 11.02 may be adopted by the Trust without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. The copy of every Supplemental Resolution when filed with the Trustee shall be accompanied by an opinion of
Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of this Bond Resolution, is authorized or permitted by this Bond Resolution, and is valid and binding upon the Trust in accordance with its terms.

3. The Trustee is hereby authorized to accept the delivery of a certified copy of any Supplemental Resolution referred to and permitted or authorized by Sections 11.01, 11.02 or 11.03 and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on an opinion of Bond Counsel that such Supplemental Resolution is authorized or permitted by the provisions of this Bond Resolution.

4. No Supplemental Resolution shall change or modify any of the rights or obligations of any Fiduciary without their written assent thereto.

SECTION 11.05. Mailing. Any provision in this Article for the mailing of a notice or other paper to Holders of Bonds shall be fully complied with if it is mailed, postage prepaid only, to each registered owner of Bonds then Outstanding at his address, if any, appearing upon the registry books of the Trust.

SECTION 11.06. Powers of Amendment by Supplemental Resolution. Unless otherwise permitted under Section 11.01 or Section 11.02, any modification or amendment of this Bond Resolution and of the rights and obligations of the Trust and of the Holders of the Bonds thereunder, in any particular, may be made only by a Supplemental Resolution with the written consent (i) of the Holders of not less than two-thirds (2/3) in principal amount of the Bonds Outstanding at the time such consent is given, (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Holders of not less than two-thirds (2/3) in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given, and (iii) in case the modification or amendment changes the terms of any sinking fund installment, of the Holders of not less than two-thirds (2/3) in principal amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Installment and Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such obligation, or shall reduce the percentages or otherwise affect the classes of Bonds, the consent of the Holders of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Trustee without their written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Bond Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment of this Bond Resolution and any such determination shall be binding and conclusive on the Trust and all Holders of Bonds. In taking such action, the Trustee may rely upon the opinion of Bond Counsel. For purposes of this Section, the Holders of any Bonds may include the initial Holders thereof, regardless of whether such Bonds are being held for resale.

SECTION 11.07. Consent of Bondholders. The Trust may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 11.06 to take effect when and as provided in this Section. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Holders of Bonds for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Trust to Holders of Bonds (but
failure to mail such copy and request shall not affect the validity of the Supplemental Resolution when consented to as in this Section provided). Such Supplemental Resolution shall not be effective unless and until there shall have been filed with the Trustee (a) the written consents of the Holders of the percentages of Outstanding Bonds specified in Section 11.06 and (b) an opinion of Bond Counsel addressed to the Trustee stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the Trust in accordance with the provisions of this Bond Resolution, is authorized or permitted by this Bond Resolution, and is valid and binding upon the Trust and enforceable in accordance with its terms. It shall not be necessary that the consents of Holders of Bonds approve the particular form of wording of the proposed modification or amendment or of the proposed Supplemental Resolution effecting such modification or amendment, but it shall be sufficient if such consents approve the substance of the proposed amendment or modification. Each such consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 12.02. A certificate or certificates executed by the Trustee and filed with the Trust stating that it has examined such proof and that such proof is sufficient in accordance with Section 12.02 shall be conclusive that the consents have been given by the Holders of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be binding upon the Holder of the Bonds giving such consent and, anything in Section 12.02 to the contrary notwithstanding, upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof) unless such consent is revoked in writing by the Holder of such Bonds giving such consent or a subsequent Holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter in this Section 11.07 provided for is filed, such revocation and proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 12.02. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trust to the effect that no revocation thereof is on file with the Trustee.

At any time after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution, the Trustee shall make and file with the Trust a written statement that the Holders of such required percentages of such Bonds have filed such consents. Such written statements shall be conclusive that such consents have been so filed. At any time thereafter, notice stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Trust on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of Bonds and will be effective as provided in this Section 11.07, may be given to Bondholders by the Trust by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section 11.07 provided). The Trust shall file with the Trustee proof of the mailing thereof. A record, consisting of the certificates or statements required or permitted by this Section 11.07 to be made by the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Trust, the Fiduciaries and the Holders of all Bonds at the expiration of forty (40) days after the filing with the Trustee of the proof of the mailings of such last-mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such forty (40) day period; provided, however, that any Fiduciary and the Trust during such forty (40) day period and any such further period during which any such action or proceeding may be pending shall be entitled in its absolute discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as it may deem expedient.

SECTION 11.08. Modifications or Amendments by Unanimous Consent. The terms and provisions of this Bond Resolution and the rights and obligations of the Trust and of the Holders of the Bonds thereunder may be modified or amended in any respect upon the adoption and filing by the Trust of a Supplemental Resolution and the consent thereto of the Holders of all of the Bonds then Outstanding, such consent to be given as provided in Section 11.07 except that no notice to Holders of Bonds either by
mailing or publication shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Holders of Bonds.

SECTION 11.09. Exclusion of Bonds. Bonds owned or held by or for the account of the Trust shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article XI, and the Trust shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Trust shall furnish to the Trustee a Certificate of an Authorized Officer of the Trust, upon which the Trustee may rely, describing all Bonds so to be excluded.

SECTION 11.10. Notation on Bonds. Bonds authenticated and delivered after the effective date of any Supplemental Resolution pursuant to this Article XI may, and, if the Trust or the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Trust and the Trustee as to any modification or amendment provided for in such Supplemental Resolution and, in that case upon demand of the Holder of any Bond Outstanding and upon presentation of any Bond for such purpose at the Principal Office of the Trustee, a suitable notation shall be made on such Bond. If the Trust or the Trustee shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Trust, to any modification or amendment contained in such Supplemental Resolution, shall be prepared, authenticated and delivered and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series, principal amount, maturity and interest rate then Outstanding, upon surrender of such Bonds. Any action taken as in Article X or this Article XI provided shall be effective and binding upon all Bondholders notwithstanding that the notation is not endorsed on all Bonds.

SECTION 11.11. Effect of Supplemental Resolution. Upon the effective date of any Supplemental Resolution, this Bond Resolution shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, covenants, obligations and agreements under this Bond Resolution of the Trust, the Trustee and all Holders of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such Supplemental Resolution shall be deemed to be part of the terms and conditions of this Bond Resolution for any and all purposes.

SECTION 11.12. Amendment of Loan Agreements. The Trust shall not supplement, amend, modify or terminate any Loan Agreement, or consent to any such supplement, amendment, modification or termination, without the written consent of the Trustee, which consent shall not be unreasonably withheld. The Trustee shall give such written consent only if (a) (i) in the opinion of the Trustee, after such supplement, amendment, modification or termination is effective, such Loan Agreement shall continue to meet the requirements of Article VI of this Bond Resolution or (ii) the Trustee first obtains the written consent of the Holders of a majority in aggregate principal amount of the Outstanding Bonds to such supplement, amendment, modification or termination, such written consent being obtained by the Trustee at the sole expense of the Borrower which is a party to the Loan Agreement which is the subject of the supplement, amendment, modification or termination and (b) the Trustee first obtains an opinion of Bond Counsel to the effect that such supplement, amendment, modification or termination will not adversely affect the exclusion from gross income of the interest on the Series 2016A-2 Bonds for federal income tax purposes. In making any determination under this Section 11.12, the Trustee may conclusively rely upon an opinion of Bond Counsel.
Notwithstanding any other provision in this Section, (a) the Trust may supplement, amend or modify any Loan Agreement without the consent of the Trustee or any Bondholder (i) for the purposes set forth in Section 5.02(5) hereof, (ii) for the purpose of amending, supplementing or modifying Section 2.02(p) of the Loan Agreement and (iii) for the purpose of amending, supplementing or modifying Exhibit H to the Loan Agreement prior to the execution and delivery thereof, and (b) the Trust may terminate any Loan Agreement (subject to the termination provisions thereof) without the consent of the Trustee or any Bondholder in the event that all payment obligations thereunder have been satisfied by the respective Borrower in full.

SECTION 11.13. Notice of Amendments. Promptly after the adoption by the Trust of any Supplemental Resolution, the Trustee shall mail by first class mail, postage prepaid, a notice, setting forth in general terms the substance thereof, to the Bondholders of a Series of Bonds affected by such amendment. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Resolution.
ARTICLE XII

DEFEASANCE

SECTION 12.01. Defeasance of Bonds.

1. If the Trust shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of all Bonds of any Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated in the Bonds and in this Bond Resolution, then the pledge of the Trust Estate, and all duties, covenants, agreements and other obligations of the Trust to the Bondholders of such Series, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Trust to be prepared and filed with the Trust and, upon the request of the Trust, shall execute and deliver to the Trust all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Trust all moneys or securities held by it pursuant to this Bond Resolution which are not required for the payment of principal or Redemption Price, if applicable, and interest due or to become due on Bonds of any Series not theretofore surrendered for such payment or redemption and any amounts owed to any Fiduciary. If the Trust shall pay or cause to be paid, or there shall otherwise be paid, to the Holders of any Outstanding Bonds of any Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Bond Resolution, such Bonds shall cease to be entitled to any lien, benefit or security under this Bond Resolution, and all duties, covenants, agreements and obligations of the Trust to the Holders of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Notwithstanding any other provision in this Article XII, all duties, covenants, agreements and obligations of the Trust to the Holders relating to the exclusion of interest from gross income of the Holders of such Bonds for federal income tax purposes shall survive the defeasance of the Bonds.

2. Bonds (which can be an entire series or portion thereof) or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Paying Agents (through deposit by the Trust of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subsection (1) of this Section. Subject to the provisions of subsections (3) through (5) of this Section, Outstanding Bonds of any Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (1) of this Section if (a) in case any of said Bonds are to be redeemed on any date prior to their stated maturities, the Trust shall have given to the Trustee instructions in writing accepted by the Trustee to mail notice of redemption of such Bonds (other than Bonds of a Series which have been purchased by the Trustee at the written direction of the Trust or purchased or otherwise acquired by the Trust and delivered to the Trustee as hereinafter provided prior to the mailing of such notice of redemption) on said date, (b) there shall have been deposited with the Trustee (i) either moneys in an amount which shall be sufficient, or Investment Securities (including any Investment Securities issued or held in book-entry form on the books of the Department of the Treasury of the United States) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on such Series of Bonds on or prior to the redemption date or maturity date thereof, as the case may be, (ii) a defeasance opinion of Bond Counsel, and (iii) a verification report of an independent nationally recognized verification agent as to the matters set forth in clause (i), and (c) in the event such Series of Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Trust shall have given the Trustee in form satisfactory to it instructions to mail, as soon as practicable, a notice to the Holders of such Bonds at their last addresses appearing upon the registry books at the close of business on the last business day of the month preceding the month for which notice is mailed that the deposit required by (b)
above has been made with the Trustee and that such Series of Bonds are deemed to have been paid in accordance with this Section 12.01 and stating such maturity or redemption date upon which moneys are expected, subject to the provisions of subsection (5) of this Section 12.01, to be available for the payment of the principal or Redemption Price, if applicable, of such Series of Bonds (other than Bonds which have been purchased by the Trustee at the direction of the Trust or purchased or otherwise acquired by the Trust and delivered to the Trustee as hereinafter provided prior to the mailing of the notice of redemption referred to in clause (a) hereof). Any notice of redemption mailed pursuant to the preceding sentence with respect to any Series of Bonds which constitutes less than all of the Outstanding Bonds of any maturity within a Series shall specify the letter and number or other distinguishing mark of each such Bond. The Trustee shall, as and to the extent necessary, apply moneys held by it pursuant to this Section 12.01 to the retirement of said Bonds in amounts equal to the unsatisfied balances of any Sinking Fund Installments with respect to such Bonds, all in the manner provided in this Bond Resolution.

The Trustee shall, if so directed by the Trust (i) prior to the maturity date of Bonds deemed to have been paid in accordance with this Section 12.01 which are not to be redeemed prior to their maturity date or (ii) prior to the mailing of the notice of redemption referred to in clause (a) above with respect to any Bonds deemed to have paid in accordance with this Section 12.01 which are to be redeemed on any date prior to their maturity, apply moneys deposited with the Trustee in respect of such Bonds and redeem or sell Investment Securities so deposited with the Trustee and apply the proceeds thereof to the purchase of such Bonds and the Trustee shall immediately thereafter cancel all such Bonds so purchased; provided, however, that the moneys and Investment Securities remaining on deposit with the Trustee after the purchase and cancellation of such Bonds shall be sufficient to pay when due the principal or Redemption Price, if applicable, and interest due or to become due on all Bonds in respect of which such moneys and Investment Securities are being held by the Trustee on or prior to the redemption date or maturity date thereof, as the case may be. If, at any time (i) prior to the maturity date of Bonds deemed to have been paid in accordance with Section 12.01 which are not to be redeemed prior to their maturity date or (ii) prior to the mailing of the notice of redemption referred to in clause (a) with respect to any Bonds deemed to have been paid in accordance with this Section 12.01 which are to be redeemed on any date prior to their maturity, the Trust shall purchase or otherwise acquire any such Bonds and deliver such Bonds to the Trustee prior to their maturity date or redemption date, as the case may be, the Trustee shall immediately cancel all such Bonds so delivered; such delivery of Bonds to the Trustee shall be accompanied by directions from the Trust to the Trustee as to the manner in which such Bonds are to be applied against the obligation of the Trustee to pay or redeem Bonds deemed paid in accordance with this Section 12.01. The directions given by the Trust to the Trustee referred to in the preceding sentence shall also specify the portion, if any, of such Bonds so purchased or delivered and canceled to be applied against the obligation of the Trustee to pay Bonds deemed paid in accordance with this Section 12.01 upon their maturity date or dates and the portion, if any, of such Bonds so purchased or delivered and canceled to be applied against the obligation of the Trustee to redeem Bonds deemed paid in accordance with this Section 12.01 on any date or dates prior to their maturity. In the event that on any date as a result of any purchases, acquisitions and cancellations of Bonds as provided in this Section 12.01 the total amount of moneys and Investment Securities remaining on deposit with the Trustee under this Section 12.01 is in excess of the total amount which would have been required to be deposited with the Trustee on such date in respect of the remaining Bonds of such Series in order to satisfy clause (b) of this subsection 2 of Section 12.01, the Trustee shall, if requested by the Trust, pay the amount of such excess to the Trust free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under this Bond Resolution. Except as otherwise provided in this subsection 2 and in subsection 3 through subsection 5 of this Section 12.01, neither Investment Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Investment Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such Investment Securities deposited with the Trustee, (A) to the extent such cash will not be required at
any time for such purpose, shall be paid over to the Trust as received by the Trustee, free and clear of any trust, lien or pledge securing said Bonds or otherwise existing under this Bond Resolution, and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested at the direction of the Trust in Investment Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Trust, as received by the Trustee, free and clear of any trust, lien, security interest, pledge or assignment securing said Bonds or otherwise existing under this Bond Resolution.

For the purposes of this Section, Investment Securities shall mean and include only (y) such securities as are described in clause (a) of the definition of “Investment Securities” in Section 1.01 which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof or (z) upon compliance with the provisions of subsection 3 of this Section 12.01, such securities as are described in clause (a) of the definition of Investment Securities which are subject to redemption prior to maturity at the option of the issuer thereof on a specified date or dates.

3. Investment Securities described in clause (z) of subsection 2 of Section 12.01 may be included in the Investment Securities deposited with the Trustee in order to satisfy the requirements of clause (b) of subsection 2 of Section 12.01 only if, in making the determination as to whether the moneys and Investment Securities to be deposited with the Trustee would be sufficient to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on the Bonds which will be deemed to have been paid as provided in subsection 2 of Section 12.01, such determination is made both (i) on the assumption that the Investment Securities described in clause (z) were not redeemed at the option of the issuer prior to the maturity date thereof and (ii) on the assumptions that such Investment Securities were redeemed by the issuer thereof at its option on each date on which such option could be exercised, that as of such date or dates interest ceased to accrue on such Investment Securities and that the proceeds of such redemption were not reinvested by the Trustee.

4. In the event that after compliance with the provisions of subsection 3 of Section 12.01 the Investment Securities described in clause (z) of subsection 2 of Section 12.01 are included in the Investment Securities deposited with the Trustee in order to satisfy the requirements of clause (b) of subsection 2 of Section 12.01 and any such Investment Securities are actually redeemed by the issuer thereof prior to their maturity date, then the Trustee at the written direction of the Trust shall reinvest the proceeds of such redemption in Investment Securities, provided that the aggregate of the moneys and Investment Securities to be held by the Trustee, taking into account any changes in redemption dates or instructions to give notice of redemption given to the Trustee by the Trust in accordance with subsection 5 of Section 12.01, shall at all times be sufficient to satisfy the requirements of clause (b) of subsection 2 of Section 12.01.

5. In the event that after compliance with the provisions of subsection 3 of Section 12.01 the Investment Securities described in clause (z) of subsection 2 of Section 12.01 are included in the Investment Securities deposited with the Trustee in order to satisfy the requirements of clause (b) of subsection 2 of Section 12.01, then any notice of redemption to be published by the Trustee and any set of instructions relating to a notice of redemption given to the Trustee may provide, at the option of the Trust, that any redemption date or dates in respect of all of any portion of the Bonds to be redeemed on such date or dates may at the option of the Trust be changed to any other permissible redemption date or dates and that redemption dates may be established for any Bonds deemed to have been paid in accordance with this Section 12.01 upon their maturity date or dates at any time prior to the actual mailing of any applicable notice of redemption in the event that all or any portion of any Investment Securities described in clause (z) of subsection 2 of this Section 12.01 have been called for redemption pursuant to an irrevocable notice of redemption or have been redeemed by the issuer thereof prior to the maturity date thereof; no such change
of redemption date or dates or establishment of redemption date or dates may be made unless, taking into account such changed redemption date or dates or newly established redemption date or dates, the moneys and Investment Securities on deposit with the Trustee (including any Investment Securities deposited with the Trustee in connection with any reinvestment of redemption proceeds in accordance with subsection 5 of Section 12.01) pursuant to clause (b) of subsection 2 of Section 12.01 would be sufficient to pay when due the principal and Redemption Price, if applicable, and interest on all Bonds deemed to have been paid in accordance with subsection 2 of Section 12.01.

6. Anything in this Bond Resolution to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for six years after the later of (i) the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption or (ii) the date of deposit of such moneys, shall at the written request of the Trust be repaid by the Fiduciary to the Trust as its absolute property and free from the Trust Estate, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Trust for the payment of such Bonds; provided, however, that before being required to make any such payment to the Trust, the Fiduciary shall, at the expense of the Trust, cause to be published at least twice, at an interval of not less than seven (7) days between publications, in the Authorized Newspapers, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than thirty (30) days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Trust.

Notwithstanding any other provision in Article XII of this Bond Resolution, all duties, covenants, agreements and obligations of the Trust to the Holders relating to the exclusion of interest from gross income of the Holders of the Series 2016A-2 Bonds for federal income tax purposes shall survive the defeasance of the Series 2016A-2 Bonds.

SECTION 12.02. Evidence of Signatures and Ownership of Bonds.

1. Any request, consent, revocation of consent or other instrument which this Bond Resolution or any Supplemental Resolution may require or permit to be signed and executed by the Holders of Bonds of any Series may be in one or more instruments of similar tenor and shall be signed or executed by such Holders of Bonds in person or by their attorneys appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, shall be sufficient for any purpose of this Bond Resolution or any Supplemental Resolution (except as otherwise therein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable. The fact and date of the execution by any Holder of any Bond or his attorney of such instruments may be proved by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of his authority.

2. The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books maintained by the Trustee.

3. Any request or consent by the Holder of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Trust or any Trustee in accordance therewith.
SECTION 12.03. Moneys Held for Particular Bonds. The amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Holders of the Bonds entitled thereto.
ARTICLE XIII
MARKETING AND SALE OF THE BONDS

SECTION 13.01. Preliminary Official Statement.

1. The Authorized Officers of the Trust are hereby severally authorized and directed to prepare a preliminary official statement relating to the Series 2016A-2 Bonds (the “Preliminary Official Statement”), which Preliminary Official Statement shall be in the form, and shall include such provisions, as the Authorized Officer of the Trust, after consultation with Bond Counsel and other appropriate professional advisors to the Trust, deems in his sole discretion to be necessary or desirable, the delivery thereof by the Authorized Officer of the Trust being conclusive evidence of his consent to the provisions thereof.

2. The Authorized Officers of the Trust are hereby severally authorized and directed, upon the satisfaction of all of the legal conditions precedent to the delivery of the Preliminary Official Statement by the Trust, as determined by the Authorized Officer of the Trust in consultation with Bond Counsel, to “deem final” the Preliminary Official Statement, in accordance with the provisions of Rule 15c2-12, and to deliver the Preliminary Official Statement in the form established by the provisions of subsection (1) hereof.

3. The Authorized Officers of the Trust are hereby severally authorized and directed to execute any certificate or document and to take such other actions as may be necessary, relating to any statutes, regulations, rules or other procedures of the SEC, the Municipal Securities Rulemaking Board or any state securities entity, including, without limitation, Rule 15c2-12, that the Authorized Officer of the Trust, after consultation with Bond Counsel, deems necessary or desirable to effect the issuance, marketing and sale of the Series 2016A-2 Bonds, and the transactions contemplated by the Preliminary Official Statement.

SECTION 13.02. Official Statement. The Authorized Officers of the Trust are hereby severally authorized and directed to execute and deliver a final official statement relating to the Series 2016A-2 Bonds (the “Official Statement”), in substantially similar form to the Preliminary Official Statement, with such changes thereto as shall be necessary or desirable to reflect the final pricing of the Series 2016A-2 Bonds, as set forth in any documents relating to the sale of the Series 2016A-2 Bonds, and to reflect any other changes required pursuant to any statutes, regulations, rules or other procedures of the SEC, the Municipal Securities Rulemaking Board or any state securities entity, including, without limitation, Rule 15c2-12, as the Authorized Officer of the Trust, after consultation with Bond Counsel and any other appropriate professional advisors to the Trust, deems necessary or desirable to effect the issuance of the Series 2016A-2 Bonds and the transactions contemplated by the Official Statement, which delivery thereof by the Authorized Officer of the Trust shall conclusively evidence his consent to the provisions thereof.


1. The Authorized Officers of the Trust are hereby severally authorized and directed to cause to be published and disseminated in connection with the marketing and sale of the Series 2016A-2 Bonds a notice of sale with respect to the Series 2016A-2 Bonds (the “Notice of Sale”), which Notice of Sale shall set forth, inter alia, the following terms and provisions, which terms and provisions shall be determined by the Authorized Officer of the Trust after consultation with Bond Counsel and other appropriate professional advisors to the Trust: (i) a summary of the terms of the Series 2016A-2 Bonds; (ii) the criteria pursuant to which the award of the Series 2016A-2 Bonds shall be made by the Trust; (iii) the date and time at which proposals for the purchase of the Series 2016A-2 Bonds shall be accepted by the Trust; and (iv) the method
by which the bidders for the purchase of the Series 2016A-2 Bonds shall submit their proposals, which proposals shall be submitted to the Trust, in compliance with the terms of the Notice of Sale, via a written proposal for Series 2016A-2 Bonds (the “Proposal for Bonds”).

2. The Authorized Officers of the Trust are hereby severally authorized and directed to cause (i) the Notice of Sale and the Proposal for Bonds to be disseminated simultaneously with the dissemination of the Preliminary Official Statement and (ii) a summary of the Notice of Sale to be published in compliance with Section 6(d) of the Act at least once in at least three newspapers published in the State and at least once in a publication carrying municipal bond notices and devoted primarily to financial news published in the State or in the City of New York, the first summary Notice of Sale to be published at least five (5) days prior to the date established by the Notice of Sale for the sale of the Series 2016A-2 Bonds.

3. On the date and time established therefore in the Notice of Sale, the Proposals for Bonds shall be received and accepted by the Authorized Officer of the Trust. Upon receipt and acceptance of the Proposals for Bonds, the Authorized Officers of the Trust are hereby severally authorized and directed to open such Proposals for Bonds and, after consultation with Bond Counsel and other appropriate professional advisors to the Trust, accept the successful Proposal for Bonds, such Proposal for Bonds to be determined based upon compliance with the terms of the Notice of Sale relating to the award of the Series 2016A-2 Bonds and after consultation with Bond Counsel and other appropriate professional advisors to the Trust.

4. The Authorized Officers of the Trust are hereby severally authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the marketing and sale of the Series 2016A-2 Bonds, including, without limitation, such other actions as may be necessary in connection with (i) the procurement of a rating on the Series 2016A-2 Bonds from any rating agency and (ii) the conduct of informational investment meetings; provided, however, that in each such instance the Authorized Officers of the Trust shall comply with the provisions of this Section 13.03 and shall consult with Bond Counsel and other appropriate professional advisors to the Trust with respect thereto.

5. At the first meeting of the Board of Directors of the Trust subsequent to the sale of the Series 2016A-2 Bonds, the Executive Director or other Authorized Officer of the Trust shall deliver a report setting forth the details of the sale of the Series 2016A-2 Bonds.

SECTION 13.04. Electronic Dissemination of the Preliminary Official Statement; Electronic Acceptance of Proposals for Bonds; Award of Bonds.

1. Notwithstanding any provision of this Bond Resolution to the contrary, the Authorized Officers of the Trust are hereby severally authorized at their discretion to disseminate the Preliminary Official Statement via electronic medium, in addition to or in lieu of physical, printed medium; provided, however, that in disseminating the Preliminary Official Statement via such medium, such Authorized Officer of the Trust shall otherwise fully comply with the provisions of Section 13.01 hereof.

2. In complying with the provisions of Section 13.03 hereof, the Authorized Officers of the Trust are hereby severally authorized at their discretion to accept Proposals for Bonds and complete the award of the Series 2016A-2 Bonds, pursuant to the terms and provisions of the Notice of Sale, by means of electronic media; provided that, with respect to the selection of the particular electronic media and the implementation of the procedures for the exercise thereof, the Authorized Officer of the Trust shall consult with Bond Counsel and other appropriate professional advisors to the Trust with respect thereto.
SECTION 13.05. Registration or Qualification of Series 2016A-2 Bonds. The Authorized Officers of the Trust are hereby severally authorized and directed, in the name and on behalf of the Trust, to take any and all actions that they deem necessary and advisable in order to effect the registration or qualification (or exemption therefrom) of the Series 2016A-2 Bonds for offer, sale or trade under the blue sky or securities laws of any of the states of the United States of America, and in connection therewith to execute, acknowledge, verify, deliver, file or cause to be published any applications, reports (except consents to service of process in any jurisdiction outside the State) and other papers and instruments which may be required under such laws, and to take any and all further actions that they may deem necessary or advisable in order to maintain any such registration or qualification for as long as they deem necessary or as required by law or by the underwriters for such securities.

SECTION 13.06. Establishment of Trust Account in Connection with the Sale of the Series 2016A-2 Bonds. The Authorized Officers of the Trust are hereby severally authorized and directed, in consultation with Bond Counsel and other appropriate advisors to the Trust, to enter into a trust agreement by and between the Trust and U.S. Bank National Association, or any successors and assigns thereto, providing for the establishment of a trust account with U.S. Bank National Association, or any successors and assigns thereto (i) for deposit therein (a) at the time of the award of the Series 2016A-2 Bonds the good faith deposit of the successful bidder for the Series 2016A-2 Bonds, such check being required by the terms of the Notice of Sale, (b) on the Business Day prior to the issuance of the Series 2016A-2 Bonds the portion of the Debt Service Reserve Requirement not funded with Series 2016A-2 Bond proceeds to be contributed by the State of New Jersey in the amount set forth in Section 2.03(8) hereof, and (c) prior to the issuance of the Series 2016A-2 Bonds, such other amounts, the deposit of which may be deemed necessary and desirable by any Authorized Officer of the Trust, in consultation with Bond Counsel and other appropriate advisors to the Trust, (ii) for withdrawal therefrom on the date of issuance of the Series 2016A-2 Bonds (a) the amounts deposited in accordance with clause (i)(a) above to be transferred in accordance with the terms of Section 2.03(7) hereof, (b) the amounts deposited in accordance with clause (i)(b) above to be transferred in accordance with the terms of Section 2.03(8) hereof, (c) the amounts deposited in accordance with clause (i)(c) above to be transferred in a manner consistent with their purposes to a Fund and Account created hereunder as more fully detailed by the terms of said trust agreement and (d) the interest earned on all of such amounts to be paid over to the Trust for any of its lawful purposes and (iii) after all of the transfers having been made in accordance with clause (ii) above, for the closing of such trust account on the date of issuance of the Series 2016A-2 Bonds.

SECTION 13.07. Agreements with DTC; Discontinuance of Book-Entry System; Replacement of DTC.

1. In connection with the issuance and sale of the Series 2016A-2 Bonds, the Authorized Officers of the Trust are hereby severally authorized and directed to enter into agreements on behalf of the Trust with DTC, with such terms and provisions as such Authorized Officer of the Trust shall approve upon consultation with Bond Counsel, which agreements shall take effect on the date of delivery of the Series 2016A-2 Bonds.

2. The Authorized Officers of the Trust are hereby severally authorized and directed to determine, upon consultation with Bond Counsel, whether or not it is advisable for the Trust to continue the book-entry system or to replace DTC with another qualified securities depository as successor to DTC.
ARTICLE XIV
MISCELLANEOUS

SECTION 14.01. Liability of Trust Limited to Trust Estate. Notwithstanding anything contained in this Bond Resolution or in the Bonds, the Trust shall not be required to advance any moneys derived from any source other than the Trust Estate for any of the purposes in this Bond Resolution, whether for the payment of the principal or Redemption Price of, or interest on, the Bonds or for any other purpose of this Bond Resolution. Nevertheless, the Trust may, but shall not be required to, advance for any of the purposes hereof any funds of the Trust that may be made available to it for such purposes.

SECTION 14.02. Successor Is Deemed Included in All References to Predecessor. Whenever in this Bond Resolution either the Trust or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the duties, covenants, obligations and agreements contained in this Bond Resolution by or on behalf of the Trust or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof, whether so expressed or not.

SECTION 14.03. Limitation of Rights to Parties. Nothing expressed or implied in this Bond Resolution or in the Bonds is intended or shall be construed to give to any person other than the Trust, the Trustee, the Paying Agents and the Holders of Bonds any legal or equitable right, remedy or claims under or in respect of this Bond Resolution or any duty, covenant, obligation, agreement, condition or provision therein or herein contained; and all such duties, covenants, obligations, agreements, conditions and provisions are and shall be for the sole and exclusive benefit of the Trust, the Trustee, the Paying Agents and the Holders of Bonds.

SECTION 14.04. Waiver of Notice. Whenever in this Bond Resolution the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14.05. Destruction of Bonds. Whenever in this Bond Resolution provision is made for the cancellation by the Trustee and the delivery to the Trust of any Bonds, unless otherwise requested in writing the Trust, in lieu of such cancellation and delivery, the Trustee shall destroy such Bonds (in the presence of an officer of the Trust, if the Trust shall so require), and deliver a certificate of such destruction to the Trust.

SECTION 14.06. Severability of Invalid Provisions. If any one or more of the provisions contained in this Bond Resolution or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Bond Resolution or in the Bonds and such invalidity, illegality or unenforceability shall not affect any other provision of this Bond Resolution, and this Bond Resolution shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Trust hereby declares that it would have entered into this Bond Resolution and each and every section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Bond Resolution may be held illegal, invalid or unenforceable.
SECTION 14.07. Notices. Any notices, certificates or other communications required or permitted to be given herein shall be in writing (unless otherwise specifically required or permitted herein) and shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid (unless otherwise specifically required or permitted herein) to the Trust, the Trustee, and the Paying Agent at the addresses set forth below:

(a) Trust: New Jersey Environmental Infrastructure Trust
    3131 Princeton Pike
    Building 4, Suite 216
    Lawrenceville, New Jersey 08648
    Attention: Executive Director

(b) Trustee: U.S. Bank National Association
    21 South Street, 3rd Floor
    Morristown, New Jersey 07960
    Attention: Corporate Trust Department

(c) Paying Agent: U.S. Bank National Association
    21 South Street, 3rd Floor
    Morristown, New Jersey 07960
    Attention: Corporate Trust Department

The Trust, the Trustee, and the Paying Agent may designate any further or different address to which subsequent notices and communications shall be sent by giving notice thereof to the other parties hereto.

SECTION 14.08. Disqualified Bonds. In determining whether the Holders of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Bond Resolution, Bonds that are owned or held by or for the account of the Trust or any Borrower, or by any other primary or secondary obligor on any Loan Agreement, or by any person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Trust or any Borrower or any other primary or secondary obligor on any Loan Agreement, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Bonds so owned that have been pledged in good faith may be regarded as Outstanding for the purpose of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee’s right to vote such Bonds and that the pledgee is not a person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the Trust or any Borrower or any other primary or secondary obligor on any Loan Agreement. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of Counsel shall be full protection to the Trustee.

The determination to be made hereunder by the Trustee with respect to Bonds to be disregarded and deemed not to be Outstanding shall be based upon information that has been brought to the attention of the Trustee. There is no affirmative duty on the part of the Trustee to undertake any investigation in determining Bonds to be disregarded and deemed not to be Outstanding.
SECTION 14.09. Funds and Accounts. Any fund, account or subaccount required by this Bond Resolution to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund, an account or a subaccount, and, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, may be treated either as a fund, an account or a subaccount; but all such records with respect to all such funds, accounts or subaccounts shall at all times be maintained in accordance with generally accepted accounting principles, to the extent practicable, or some other accounting standard recognized by the State or acceptable to the Trust.

SECTION 14.10. Waiver of Personal Liability. No member, officer, agent or employee of the Trust shall be individually or personally liable for the payment of the principal or Redemption Price of, or interest on, the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof, all such liability, if any, being expressly waived and released by each Holder of Bonds by the acceptance of such Bonds, but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law or by this Bond Resolution.

SECTION 14.11. Trust Protected in Acting in Good Faith. In the exercise of the powers of the Trust and its members, officers, employees and agents under this Bond Resolution, the Loan Agreements or any other document executed in connection with the Bonds, the Trust shall not be accountable to any Borrower, the Trustee, the Paying Agent, or any Holder for any action taken or omitted by it or its members, officers, employees and agents in good faith and believed by it or them to be authorized or within the discretion or rights or powers conferred.

SECTION 14.12. Business Days. Except as otherwise specifically provided herein, if any date specified herein for the payment of any Bond or the performance of any act shall not be a Business Day at the place of payment or performance, such payment or performance shall be made on the next succeeding Business Day with the same effect as if made on such date, and in case any payment of the principal or Redemption Price of or interest on any Bond shall be due on a date that is not a Business Day, interest on such principal amount shall cease to accrue on the date on which such payment was due if such payment is made on the immediately succeeding Business Day.
ARTICLE XV

BOND FORM AND EFFECTIVE DATE

SECTION 15.01. Form of Series 2016A-2 Bonds and Trustee’s Authentication Certificate.
Subject to the provisions of this Bond Resolution, the form of the Series 2016A-2 Bonds and the Trustee’s certificate of authentication shall be of substantially the following tenor:
### Environmental Infrastructure Bonds, Series 2016A-2

<table>
<thead>
<tr>
<th>NO. R-__</th>
<th>CUSIP: ________<em><strong>-</strong></em></th>
</tr>
</thead>
<tbody>
<tr>
<td>Interest Rate</td>
<td>Maturity Date</td>
</tr>
<tr>
<td>____%</td>
<td>September 1, ___</td>
</tr>
</tbody>
</table>

Registered Owner: CEDE & CO.

Principal Sum: ____________________________ ($___,___)

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST (the “Trust”), a public body corporate and politic and an instrumentality of the State of New Jersey created and existing under the laws of the State of New Jersey, hereby acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner stated hereon or its registered assigns, on the Maturity Date stated hereon, but solely from the funds pledged therefor, upon presentation and surrender of this bond at the Principal Office of U.S. Bank National Association (such bank and any successors thereto being herein called the “Trustee” and “Paying Agent”), the Principal Sum stated hereon in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts, and to pay from such pledged funds on March 1 and September 1 in each year, commencing September 1, 2017, until the Trust’s obligation with respect to the payment of such Principal Sum shall be discharged to the Registered Owner hereof, interest from the Dated Date hereof on such Principal Sum shall be paid to the Registered Owner hereof on the fifteenth (15th) day (whether or not such day shall be a Business Day) of the month immediately preceding such interest payment date by check or draft of the Trustee mailed to such Registered Owner who shall appear as of the fifteenth (15th) day (whether or not such day shall be a Business Day) of the month immediately preceding such interest payment date on the books of the Trust maintained by the Trustee. However, so long as the Series 2016A-2 Bonds (as hereinafter defined) are held in book-entry-only form pursuant to the Resolution (as hereinafter defined), the provisions of the Resolution governing such book-entry-only form shall govern repayment of the principal or Redemption Price, if any, of and interest on the Series 2016A-2 Bonds.

This bond is one of a duly authorized Series of Bonds of the Trust designated “Environmental Infrastructure Bonds, Series 2016A-2” (herein called the “Series 2016A-2 Bonds”), and issued in the aggregate principal amount of $___,____,000 under and in full compliance with the Constitution and statutes of the State of New Jersey, including, without limitation, the “New Jersey Environmental Infrastructure Trust Act”, constituting chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey, as amended and supplemented (herein called the “Act”), and under and pursuant to a resolution authorizing the Series 2016A-2 Bonds adopted by the Trust on November 10, 2016 and entitled “Environmental Infrastructure Bond Resolution, Series 2016A-2”, as the same may be amended or supplemented from time to time in accordance with its terms (herein called the “Resolution”).

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All capitalized terms used but not defined herein shall have the meanings set forth in the Resolution as if fully set forth herein.

As provided in the Resolution, the Series 2016A-2 Bonds and all other bonds issued on a parity basis with the Series 2016A-2 Bonds under the Resolution (herein collectively called the “Bonds”) are direct and special obligations of the Trust payable solely, subject to the following sentence, from and secured (as to payment of principal or Redemption Price, if any, of and interest on) by the Trust Estate, all in accordance with their terms and the terms and conditions of the Resolution, subject only to the provisions of the Resolution permitting the application of the Trust Estate for the purposes and upon the terms and conditions set forth in the Resolution. The principal or Redemption Price, if any, of and interest on the Series 2016A-2 Bonds are additionally secured by moneys held by the Master Program Trustee in the Master Program Trust Account to the extent set forth in the Master Program Trust Agreement. The Trust Estate under the Resolution includes the Loan Agreements (with certain exceptions set forth in the Resolution), any other Revenues and all other funds and accounts established under the Resolution (other than the Operating Expense Fund, the Project Fund, and the Rebate Fund), including Investment Securities, as applicable, held in any such Fund thereunder, together with all proceeds and revenues of the foregoing, all of the Trust’s right, title and interest in and to the foregoing and all other moneys, securities or funds pledged for the payment of the principal or Redemption Price, if any, of and interest on the Bonds in accordance with the terms and provisions of the Resolution. Copies of the Resolution are on file at the office of the Trust and at the above-mentioned office of the Trustee. Reference is hereby made to the Act and to the Resolution and any and all supplements thereto and modifications and amendments thereof for a description of the pledge and assignment and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledge, the rights and remedies of the holders of the Bonds with respect thereto, the terms and conditions upon which the Bonds are issued and may be issued thereunder, the terms and provisions upon which this bond shall cease to be entitled to any lien, benefit or security under the Resolution and for all of the other terms and provisions thereof. All duties, covenants, agreements and obligations of the Trust under the Resolution may be discharged and satisfied at or prior to the maturity or redemption, if any, of this bond if moneys or certain specified securities shall have been deposited with the Trustee, all in accordance with the terms and provisions of the Resolution.

As provided in the Resolution, Bonds may be issued from time to time pursuant to Supplemental Resolutions in one or more Series in various principal amounts, may mature at different times, may bear interest at different rates and may otherwise vary as in the Resolution provided. Although the aggregate principal amount of Bonds that may be issued under the Resolution is not limited, and all Bonds issued and to be issued under the Resolution are and will be equally secured by the pledge and covenants made therein, except as otherwise expressly provided or permitted in the Resolution, the aggregate amount of bonds that may be issued by the Trust is currently limited by the Act. The Trust makes no representation as to whether this limitation on the aggregate principal amount of bonds issued by the Trust under the Act will continue to restrict the future issuance of bonds by the Trust under the Act.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution or any resolution amendatory thereof or supplemental thereto may be modified or amended by the Trust with the written consent of the holders of at least two-thirds (2/3) in aggregate principal amount of the Bonds Outstanding under the Resolution at the time such consent is given, and, in case less than all of the several Series of Bonds then Outstanding are affected thereby, with such consent of at least two-thirds (2/3) in aggregate principal amount of the Bonds of each Series so affected and Outstanding; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding under the Resolution, the consent of the holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of the calculation of Outstanding Bonds. No such modification or amendment shall permit a change in the terms of redemption, if any (including Sinking Fund Installments), or maturity of the principal
of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or Redemption Price, if any, thereof or in the rate of interest thereon without the consent of the holder of such Bond, nor shall it reduce the percentages or otherwise affect the classes of Bonds the consent of the holders of which is required to effect any such modification or amendment, nor shall it change or modify any of the rights or obligations of the Trustee or of the Paying Agent without its written assent thereto.

This bond is transferable, as provided in the Resolution, only upon the books of the Trust kept for that purpose at the above-mentioned office of the Trustee, as bond registrar, by the Registered Owner hereof in person, or by such Registered Owner’s attorney duly authorized in writing, upon surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar duly executed by the Registered Owner or such Registered Owner’s duly authorized attorney, and thereupon a new fully registered bond or bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution upon payment of the charges therein prescribed. The Trust, the Trustee and the Paying Agent may deem and treat the Registered Owner as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if any, hereof and the interest due hereon and for all other purposes.

The Series 2016A-2 Bonds maturing on or before September 1, [2027] shall not be subject to redemption prior to their respective stated maturity dates. The Series 2016A-2 Bonds maturing on or after September 1, [2028] shall be subject to redemption prior to their respective stated maturity dates on or after September 1, [2027], at the option of the Trust, upon the terms set forth in the Resolution.

The Series 2016A-2 Bonds are payable upon redemption at the above-mentioned office of the Paying Agent. Notice of redemption, setting forth the place of payment, shall be mailed by the Trustee via first class mail, postage prepaid, not less than thirty (30) nor more than forty-five (45) days prior to the redemption date, to the registered owners of any Series 2016A-2 Bonds or portions thereof to be redeemed at their last addresses, if any, appearing upon the Trust’s registry books, all in the manner and upon the terms and conditions set forth in the Resolution. If notice of redemption shall have been mailed as aforesaid, the Series 2016A-2 Bonds or portions thereof specified in said notice shall become due and payable on the redemption date therein fixed, and if, on the redemption date, moneys for the redemption of all of the Series 2016A-2 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, then from and after the redemption date interest on such Series 2016A-2 Bonds or portions thereof so called for redemption shall cease to accrue and be payable. Failure of the registered owner of any Series 2016A-2 Bonds to be redeemed to receive any such notice shall not affect the validity of the proceedings for the redemption of such Series 2016A-2 Bonds.

The principal or Redemption Price, if any, of and interest on the Series 2016A-2 Bonds are payable by the Trust solely from the Trust Estate, and neither the State of New Jersey nor any political subdivision thereof, other than the Trust (but solely to the extent of the Trust Estate), is obligated to pay the principal or Redemption Price, if any, of or interest on this bond and the issue of which it is one, and neither the full faith and credit nor the taxing power of the State of New Jersey or any political subdivision thereof is pledged to the payment of the principal or Redemption Price, if any, of or interest on this bond or the issue of which it is one.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of this bond exist, have happened and have been performed, and the Series of Bonds of which this is one, together with all other indebtedness of the Trust, comply in all respects with the applicable laws of the State of New Jersey, including, without limitation, the Act.
This bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this bond shall have been authenticated by the execution by the Trustee of the Trustee’s Certificate of Authentication hereon.

IN WITNESS WHEREOF, NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chairman or Vice-Chairman and its seal to be impressed, imprinted, engraved or otherwise reproduced hereon and attested by the manual or facsimile signature of its Secretary or Assistant Secretary, all as of the Dated Date hereof.

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

By:________________________
Vice Chairman

[SEAL]

ATTEST:

_____________________________
Assistant Secretary
[FORM OF CERTIFICATE OF AUTHENTICATION ON SERIES 2016A-2 BONDS]

TRUSTEE’S CERTIFICATE OF AUTHENTICATION

This bond is one of the Series 2016A-2 Bonds delivered pursuant to the within-mentioned Resolution.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: __________________________
Authorized Signatory
The following abbreviations, when used in the inscription on this bond, shall be construed as though they were written out in full according to applicable laws or regulations (additional abbreviations may also be used though not in the following list):

TEN COM – as tenants in common
TEN ENT – as tenants by the entireties
JT TEN – as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT
______ Custodian _______
(Cust) (Minor)
under Uniform Gifts to Minors Act (State)

ASSIGNMENT

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE (FOR COMPUTER RECORD ONLY): _______________

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

(Please Print or Typewrite Name and Address of Transferee)

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

_______________________________________________________, Attorney, to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:

Signature Guaranty: Signature:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company, national bank association or other banking institution incorporated under the laws of the United States or a state of the United States.

NOTICE: The signature of this Assignment must correspond with the name that appears upon the first page of the within bond in every particular, without alteration or enlargement or any change whatsoever.
SECTION 15.02. Effective Date. This Bond Resolution shall not become effective until all of the following shall have occurred:

(a) As required by paragraph i of Section 4 of Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey, as amended and supplemented, there shall have run ten (10) days, Saturdays, Sundays and public holidays excepted, after a copy of the minutes of the Trust meeting at which this Bond Resolution was adopted has been delivered to the Governor for his approval, unless during such 10-day period the Governor shall approve the same, in which case such action shall become effective upon such approval; and

(b) As required by paragraph j of Section 4 of Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey, as amended and supplemented, there is received by the Trust the written approval of this Bond Resolution by each of the Governor of the State and the State Treasurer.
EXHIBIT A

Form of Loan Agreement for Municipal Borrowers
EXHIBIT B

Form of Loan Agreement for Authority Borrowers
EXHIBIT C

[Reserved]
EXHIBIT D

Form of Notice of Sale
EXHIBIT E

Form of Trust Continuing Disclosure Agreement
I, DAVID E. ZIMMER, Executive Director of the New Jersey Environmental Infrastructure Trust (the “Trust”) and an Authorized Officer as defined in and under that certain Master Program Trust Agreement, dated as of November 1, 1995, by and among the Trust, the State, United States Trust Company of New York, as Master Program Trustee thereunder, The Bank of New York (NJ), in several capacities thereunder, and First Fidelity Bank, N.A. (predecessor to Wachovia Bank National Association), in several capacities thereunder, as supplemented by that certain Agreement of Resignation of Outgoing Master Program Trustee, Appointment of Successor Master Program Trustee and Acceptance Agreement, dated as of November 1, 2001, by and among United States Trust Company of New York, as Outgoing Master Program Trustee, State Street Bank and Trust Company, N.A. (predecessor to U.S. Bank Trust National Association), as Successor Master Program Trustee (the “Master Program Trustee”), and the Trust, as the same may be amended and supplemented from time to time in accordance with its terms (the “Master Program Trust Agreement”; capitalized terms used but not defined in this Certificate shall have the meanings ascribed to such terms in the Master Program Trust Agreement), DO HEREBY CERTIFY as follows:

1. The 2016A-2 series within the Financing Program for State Fiscal Year 2016 shall constitute a Future Financing Program within the meaning of and for the purposes set forth in the Master Program Trust Agreement.

2. The 2016A-2 series within the Financing Program for State Fiscal Year 2016 has received all requisite approvals, authorizations and consents that constitute a condition precedent to such Financing Program becoming a Future Financing Program.

3. The 2016A-2 series within the Financing Program for State Fiscal Year 2016 shall be a Future Financing Program in order to provide additional security for the Coverage Receiving Trust Bonds, including, without limitation, the Future Trust Bonds to be issued under such Financing Program.

4. Attached hereto is an accurate and authentic copy of revised Schedule AG-2 to the Master Program Trust Agreement, which has simultaneously herewith been delivered to the Master Program Trustee for replacement of the existing Schedule AG-2 affixed to the Master Program Trust Agreement as Appendix A thereto.

5. This revised Schedule AG-2 to the Master Program Trust Agreement is being delivered to the Master Program Trustee in connection with the Trust’s issuance of its Environmental Infrastructure Bonds, Series 2016A-2 in the aggregate principal amount of $__,____.000, which bonds constitute Future Trust Bonds under the Master Program Trust Agreement.
IN WITNESS WHEREOF, the undersigned duly Authorized Officer of the Trust has executed and delivered this Certificate this 22nd day of December, 2016.

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

By: __________________________
   Executive Director
SCHEDULE I-A

Reserved
SCHEDULE I-B

Allocable Share – Borrowers

The allocations contained in the attached schedule are valid for the term of the Loan of a particular Borrower. Once a Borrower’s Loan is repaid or if a Borrower decides to prepay its Loan, (i) said Borrower will no longer be entitled to any Net Earnings on any of the funds or accounts established pursuant to this Bond Resolution and (ii) no reallocation will be made of the remaining Borrowers.
SCHEDULE II

Reserved
RESOLUTION NO. 16 - 51

SUPPLEMENTAL BOND RESOLUTION

AUTHORIZING THE ISSUANCE OF

ENVIRONMENTAL INFRASTRUCTURE REFUNDING BONDS,
SERIES 2016A-R3 (GREEN BONDS)

(2009A FINANCING PROGRAM)

OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

 Adopted November 10, 2016, as amended and supplemented by a
 Certificate of an Authorized Officer of the Trust in accordance
 with Section 6.01 hereof

 Adopted Date: November 10, 2016

 Motion Made By: Tim Cunningham

 Motion Seconded By: Dan Kennedy

 Ayes: 6

 Nays: 0

 Abstentions: 0
SUPPLEMENTAL BOND RESOLUTION
AUTHORIZING THE ISSUANCE OF
ENVIRONMENTAL INFRASTRUCTURE REFUNDING BONDS, SERIES 2016A-R3
(2009A FINANCING PROGRAM)
OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

WHEREAS, on December 2, 2009, the New Jersey Environmental Infrastructure Trust, a public body corporate and politic with corporate succession (the “Trust”), duly created and validly existing under the laws of the State of New Jersey (the “State”), including, without limitation, the “New Jersey Environmental Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same may be amended and supplemented from time to time (the “Act”), issued its “Environmental Infrastructure Bonds, Series 2009A”, dated December 2, 2009, in the original aggregate principal amount of $61,945,000 (the “Series 2009A Bonds”), in accordance with the provisions of (i) the “Environmental Infrastructure Bond Resolution, Series 2009A” of the Trust, duly adopted by the Trust on October 8, 2009 (the “Original Series 2009A Bond Resolution”), (ii) the Act and (iii) all other applicable law;

WHEREAS, the primary share of the proceeds of the Series 2009A Bonds was applied by the Trust to the making of loans (the “Series 2009A Trust Loans”) to each of the Borrowers (as hereinafter defined) to finance or refinance approximately 25% of the then-eligible costs of the acquisition, construction, renovation and installation of their respective environmental infrastructure projects (the “Projects”), all in accordance with the New Jersey Environmental Infrastructure Financing Program, Series 2009A, created by the State to implement the Federally financed State Revolving Loan Program in the State (the “Program”);

WHEREAS, the State, acting by and through the New Jersey Department of Environmental Protection (the “DEP”), simultaneously made a companion loan (the “Series 2009A Fund Loans”) to each of the Borrowers for approximately 75% of the then-eligible costs of each such Project, with the balance of any such costs funded (i) by the respective Borrower or (ii) by supplemental loans from the Trust and the State in other annual New Jersey Environmental Infrastructure Financing Programs;

WHEREAS, the repayment obligation with respect to each Series 2009A Trust Loan was evidenced and secured by, as the case may be, a revenue bond issued by the respective authority Borrower and a private water company Borrower and a general obligation bond issued by the respective municipal Borrower (collectively, the “Series 2009A Borrower Trust Loan Bonds”), each in accordance with all applicable law;

WHEREAS, the repayment obligation with respect to each Series 2009A Fund Loan was evidenced and secured by, as the case may be, a revenue bond issued by the respective authority Borrower and a private water company Borrower and a general obligation bond issued by the respective municipal Borrower (collectively, the “Series 2009A Borrower Fund Loan Bonds”; the Series 2009A Borrower Trust Loan Bonds and the Series 2009A Borrower Fund Loan Bonds shall...
WHEREAS, the Series 2009A Bonds are principally secured by the Series 2009A Trust Loan repayment obligations of the Borrowers, as evidenced and secured by the Series 2009A Borrower Trust Loan Bonds;

WHEREAS, payment of the principal of and interest on the Series 2009A Bonds is also secured pursuant to the terms of that certain Master Program Trust Agreement, dated as of November 1, 1995, by and among the Trust, the State, United States Trust Company of New York, as Master Program Trustee thereunder, The Bank of New York (NJ) (predecessor to The Bank of New York Mellon), in several capacities thereunder, and First Fidelity Bank, N.A. (predecessor to U.S. Bank National Association), in several capacities thereunder, as amended and supplemented by that certain Agreement of Resignation of Outgoing Master Program Trustee, Appointment of Successor Master Program Trustee and Acceptance Agreement, dated as of November 1, 2002, by and among United States Trust Company of New York, as Outgoing Master Program Trustee, State Street Bank and Trust Company, N.A. (predecessor to U.S. Bank Trust National Association), as Successor Master Program Trustee, and the Trust, as further amended and supplemented by that certain First General Amendment to Master Program Trust Agreement, dated September 1, 2006, by and among the Trust, the State, U.S. Bank Trust National Association, as Master Program Trustee thereunder, Wachovia Bank, National Association (predecessor to U.S. Bank National Association), as Trustee and Loan Servicer, The Bank of New York (predecessor to The Bank of New York Mellon), as Trustee and Loan Servicer, and Commerce Bank, National Association (predecessor to TD Bank, National Association), as Loan Servicer, as the same may be amended and supplemented from time to time in accordance with its terms (as amended and supplemented, the “Master Program Trust Agreement”);

WHEREAS, the Trust has determined that net present value savings (the “Gross Savings”) can be achieved upon the defeasance and refunding of a portion of the Series 2009A Bonds that currently are outstanding, through the implementation of the hereinafter defined 2016 Refunding of the Series 2009A Bonds to be Refunded (net of all costs incurred in connection therewith, the “Savings”);

WHEREAS, Section 2.04(1) of the Original Series 2009A Bond Resolution and the terms of this Series 2016A-R3 Refunding Supplemental Bond Resolution (as hereinafter defined) authorize the issuance of the hereinafter defined Series 2016A-R3 Refunding Bonds as “Refunding Bonds” to achieve the 2016 Refunding of the Series 2009A Bonds to be Refunded upon satisfaction of certain conditions precedent thereto as set forth in Section 2.04(2) of the Original Series 2009A Bond Resolution;

WHEREAS, payment of the principal of and interest on the Series 2016A-R3 Refunding Bonds when due will be secured pursuant to the terms of the Master Program Trust Agreement;

WHEREAS, the Trust shall issue its “Environmental Infrastructure Refunding Bonds, Series 2016A-R3 (2009A Financing Program)”, to be dated the date of issuance thereof, with an exact aggregate principal amount and an exact dated date thereof to be determined by an
Authorized Officer of the Trust upon the issuance thereof in accordance with the terms of this Series 2016A-R3 Refunding Supplemental Bond Resolution (the “Series 2016A-R3 Refunding Bonds”), all pursuant to the terms of (i) the Original Series 2009A Bond Resolution, as amended and supplemented by this “Supplemental Bond Resolution Authorizing the Issuance of Environmental Infrastructure Refunding Bonds, Series 2016A-R3 (2009A Financing Program) of the New Jersey Environmental Infrastructure Trust”, adopted by the Trust on November 10, 2016, as amended and supplemented by a certificate of an Authorized Officer of the Trust, dated the date of issuance of the Series 2016A-R3 Refunding Bonds (as amended and supplemented, the “Series 2016A-R3 Refunding Supplemental Bond Resolution”; the Original Series 2009A Bond Resolution, as amended and supplemented by this Series 2016A-R3 Refunding Supplemental Bond Resolution and as the same may be further amended and supplemented from time to time in accordance with its terms, the “Series 2009A Bond Resolution”), (ii) the Act, and (iii) all other applicable law; provided, however, that, in the event that an Authorized Officer determines, after consultation with Bond Counsel and the Office of the Attorney General of the State, that it is in the best interests of the Trust to designate the Series 2016A-R3 Refunding Bonds as “Green Bonds”, such Series 2016A-R3 Refunding Bonds shall be designated by the title, “Environmental Infrastructure Refunding Bonds, Series 2016A-R3 (2009A Financing Program) (Green Bonds)”;

WHEREAS, upon issuance of the Series 2016A-R3 Refunding Bonds, the Trust shall establish an escrow fund (the “Defeased Series 2009A Bond Escrow Fund”) in accordance with the terms of that certain “Escrow Deposit Agreement, Series 2016A-R3 (2009A Financing Program)”, to be dated the date of issuance of the Series 2016A-R3 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “Defeased Series 2009A Bond Escrow Deposit Agreement”), by and between the Trust and U.S. Bank National Association, Morristown, New Jersey (the original Trustee pursuant to the Original Series 2009A Bond Resolution), as Defeased Series 2009A Bond Escrow Agent (or any successor thereto, the “Defeased Series 2009A Bond Escrow Agent”) thereunder;

WHEREAS, upon issuance of the Series 2016A-R3 Refunding Bonds, the Trust will cause a portion of the proceeds thereof to be deposited in the Defeased Series 2009A Bond Escrow Fund in an amount that, together with interest earned thereon as well as certain other available funds, will be sufficient to pay (i) all of the interest due and payable on March 1, 2017 through and including September 1, 2018 (the “Redemption Date”) on all or a portion of the outstanding Series 2009A Bonds otherwise maturing on September 1, 2019 through and including September 1, 2029 (exclusive of that portion thereof that relates to the Loan made to the West Milford Township Municipal Utilities Authority (S340701-09)) (collectively, the “Series 2009A Bonds to be Refunded”), (ii) all of the principal of the Series 2009A Bonds to be Refunded on the Redemption Date, and (iii) the redemption premium, if any, applicable to redeeming all of the Series 2009A Bonds to be Refunded on the Redemption Date (collectively, the “2016 Refunding of the Series 2009A Bonds to be Refunded”);

WHEREAS, upon issuance of the Series 2016A-R3 Refunding Bonds, the Trust will finance the 2016 Refunding of the Series 2009A Bonds to be Refunded with deposits into the Defeased Series 2009A Bond Escrow Fund, from the following sources: (i) from a portion (consisting of the majority share) of the proceeds of the Series 2016A-R3 Refunding Bonds, and (ii) from the immediate transfer of certain moneys remaining on deposit in certain funds and
accounts established and existing under the Original Series 2009A Bond Resolution and held by U.S. Bank National Association, Morristown, New Jersey, as Trustee (or any successor thereto, the “Trustee”) thereunder, all as set forth in this Series 2016A-R3 Refunding Supplemental Bond Resolution, a Certificate of an Authorized Officer of the Trust and, to the extent the 2016 Refunding of the Series 2009A Bonds to be Refunded is financed with deposits into the Defeased Series 2009A Bond Escrow Fund, in the Defeased Series 2009A Bond Escrow Deposit Agreement;

WHEREAS, upon issuance of the Series 2016A-R3 Refunding Bonds, the Trust, in accordance with the Act, the Series 2009A Bond Resolution, and a financial plan approved by the State Legislature in accordance with Section 23 of the Act will (i) issue the Series 2016A-R3 Refunding Bonds for the purpose of applying the primary share of the proceeds thereof toward the 2016 Refunding of the Series 2009A Bonds to be Refunded, (ii) apply the balance of the proceeds thereof to the payment of certain costs incurred in connection therewith, and (iii) pass on to each of the Borrowers their pro rata portion of the Savings achieved from the 2016 Refunding of the Series 2009A Bonds to be Refunded, such pro rata portion of the Savings to be applied as an additional credit to the existing Series 2009A Trust Loan repayment obligations of such Borrowers; provided, however, that an Authorized Officer of the Trust may withhold from the Borrowers a portion of the Savings, to the extent that it is reasonably required to reimburse the Trust for direct out of pocket costs of issuing the Series 2016A-R3 Refunding Bonds that have been paid by the Trust and not otherwise financed from the proceeds of the Series 2016A-R3 Refunding Bonds, the amount of which portion, if any, shall be set forth on the Savings Credit Schedules (as hereinafter defined) under the heading “Withheld Savings” (the “Withheld Savings”);

WHEREAS, in order to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “SEC”) pursuant to the Securities Exchange Act of 1934, as amended and supplemented (the “Securities Exchange Act”), including any successor regulation or statute thereto (“Rule 15c2-12”), the Trust (i) has determined that the Program is and (ii) will determine whether certain Borrowers (the “Disclosure Borrowers”) and, if applicable, whether certain related local government units, are material “obligated persons” in connection with the issuance of the Series 2016A-R3 Refunding Bonds, as the term “obligated person” is defined in Rule 15c2-12, based upon criteria set forth in this Series 2016A-R3 Refunding Supplemental Bond Resolution;

WHEREAS, prior to or simultaneously with the issuance of the Series 2016A-R3 Refunding Bonds, each such Disclosure Borrower, if any, shall enter into a separate “Series 2016A-R3 Continuing Disclosure Agreement (2009A Financing Program)”, to be dated the date of issuance of the Series 2016A-R3 Refunding Bonds, with the Trustee and the Trust (as the same may be further amended and supplemented from time to time in accordance with their respective terms, the “Series 2016A-R3 Borrower Continuing Disclosure Agreements”), for the purpose of satisfying Rule 15c2-12, as Rule 15c2-12 may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction; and

WHEREAS, prior to or simultaneously with the issuance of the Series 2016A-R3 Refunding Bonds, the Trust shall enter into a “Series 2016A-R3 Trust Continuing Disclosure Agreement (2009A Financing Program)”, to be dated the date of issuance of the Series 2016A-R3 Refunding Bonds, with the Trustee (as the same may be further amended and supplemented from
time to time in accordance with the terms thereof, the “Series 2016A-R3 Trust Continuing Disclosure Agreement”; the Series 2016A-R3 Borrower Continuing Disclosure Agreements and the Series 2016A-R3 Trust Continuing Disclosure Agreement shall be referred to collectively herein as the “Series 2016A-R3 Continuing Disclosure Agreements”), for the purpose of satisfying Rule 15c2-12, as Rule 15c2-12 may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Trust as follows:
ARTICLE I

DEFINITIONS AND AUTHORITY FOR
SERIES 2016A-R3 REFUNDING SUPPLEMENTAL BOND RESOLUTION

SECTION 1.01. Definitions.

(A) As used in this Series 2016A-R3 Refunding Supplemental Bond Resolution, unless the context requires otherwise, all capitalized terms not defined herein shall have the meanings ascribed to such terms in Section 1.01 of the Original Series 2009A Bond Resolution, as amended and supplemented.

(B) The following capitalized terms set forth in this Series 2016A-R3 Refunding Supplemental Bond Resolution shall have the respective meanings ascribed to such terms in the recitals to this Series 2016A-R3 Refunding Supplemental Bond Resolution:

Act
Defeased Series 2009A Bond Escrow Agent
Defeased Series 2009A Bond Escrow Deposit Agreement
Defeased Series 2009A Bond Escrow Fund
DEP
Gross Savings
Original Series 2009A Bond Resolution
Projects
Program
Redemption Date
Rule 15c2-12
Savings
SEC
Securities Exchange Act
Series 2009A Bond Resolution
Series 2009A Bonds
Series 2009A Bonds to be Refunded
Series 2009A Borrower Bonds
Series 2009A Borrower Fund Loan Bonds
Series 2009A Borrower Trust Loan Bonds
Series 2009A Fund Loans
Series 2009A Trust Loans
Series 2016A-R3 Continuing Disclosure Agreements
Series 2016A-R3 Borrower Continuing Disclosure Agreements
Series 2016A-R3 Refunding Bonds
Series 2016A-R3 Refunding Supplemental Bond Resolution
Series 2016A-R3 Trust Continuing Disclosure Agreement
State
Trust
Trustee
2016 Refunding of the Series 2009A Bonds to be Refunded

Withheld Savings

(C) In addition, as used in this Series 2016A-R3 Refunding Supplemental Bond Resolution, unless the context requires otherwise, the following terms shall have the following meanings:

“Borrowers” shall mean individually or collectively, as the case may be, each local governmental unit and the private water company that previously received a Series 2009A Trust Loan and, in accordance with this Series 2016A-R3 Refunding Supplemental Bond Resolution, will receive its pro rata share of the Savings, less the Withheld Savings, if any.

“DTC” shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Series 2016A-R3 Refunding Bonds.

“DTC Representation Letter” means the agreement entered into by and between the Trust and DTC, detailing the rights, duties and obligations of the parties thereto relative to the Series 2016A-R3 Refunding Bonds.

“Savings Credit” shall mean the pro rata portion of the Savings, other than the Withheld Savings, if any, allocated by the Trust to each Borrower, as such pro rata portion shall be identified by the Trust in the Savings Credit Schedule, relating to each respective Borrower, under the column therein entitled “Savings Credit (Total)”.

“Savings Credit Schedule” shall mean collectively or individually, as the case may be, the schedule, prepared by or at the direction of the Trust with respect to each Borrower, demonstrating the Savings Credit and Withheld Savings, if any, such Savings Credit Schedule to be included by the Trust as an exhibit to that certain Certificate of an Authorized Officer of the Trust pursuant to Section 6.01 hereof.

“Trust Conditions Precedent” shall mean the written approval of the Governor and Treasurer of the State of this Series 2016A-R3 Refunding Supplemental Bond Resolution in satisfaction of the requirements of Section 4(j) of the Act.

(D) In addition, the definition of the following term in Section 1.01 of the Original Series 2009A Bond Resolution are hereby amended to the extent provided below:

The definition of “Bond Year” in Section 1.01 of the Original Series 2009A Bond Resolution is hereby amended to include at the end thereof the following:

“, and with respect to the Series 2016A-R3 Refunding Bonds, shall mean a period of 12 consecutive months beginning on September 1 of any calendar year and ending on August 31 of the immediately succeeding calendar year, except that the first Bond Year with respect to the Series 2016A-R3 Refunding Bonds shall be a
period commencing on the date of issuance of the Series 2016A-R3 Refunding Bonds hereunder and ending on August 31, 2017.”

SECTION 1.02. Authority for Supplemental Bond Resolution. This Series 2016A-R3 Refunding Supplemental Bond Resolution is adopted pursuant to and in accordance with the provisions of the Act and Section 2.04 and Article XI of the Original Series 2009A Bond Resolution, as amended and supplemented.
ARTICLE II

AUTHORIZATION AND DETAILS OF SERIES 2016A-R3 REFUNDING BONDS

SECTION 2.01. [Reserved].

SECTION 2.02. Issuance of Series 2016A-R3 Refunding Bonds; Parity Nature of Bonds; Savings.

(A) The Trust hereby declares the issuance of the Series 2016A-R3 Refunding Bonds to be an authorized undertaking of the Trust pursuant to the Act and Section 2.04(1) of the Original Series 2009A Bond Resolution, as amended and supplemented, and hereby authorizes and directs an Authorized Officer to execute and deliver all documents necessary or desirable in connection therewith.

(B) In accordance with the terms of the Series 2009A Bond Resolution, upon the issuance of the Series 2016A-R3 Refunding Bonds pursuant to the terms hereof, the Holders of the Series 2016A-R3 Refunding Bonds will be equally and ratably entitled to the benefit of the pledge of the Trust Estate under the Series 2009A Bond Resolution with the Holders of the Series 2009A Bonds that shall remain Outstanding (the “Outstanding Series 2009A Bonds”) and any other Series of Bonds to be issued pursuant to the Series 2009A Bond Resolution, including, without limitation, the moneys and securities in the Debt Service Fund and the rights to the Loan Repayments. Accordingly, each Series of Bonds that is Outstanding pursuant to the terms of the Series 2009A Bond Resolution shall be of equal rank without preference, priority or distinction as to lien or otherwise, except as may be expressly provided in the Series 2009A Bond Resolution.

(C) The Trust shall create two Loan Repayment schedules for each of the Series 2009A Trust Loans (collectively, the “Loan Repayment Schedules”): (i) the first, reflecting the Loan Repayments that are allocable to the Series 2016A-R3 Refunding Bonds until the maturity thereof; and (ii) the second, reflecting the Loan Repayments that are allocable to the Outstanding Series 2009A Bonds until the maturity thereof. At its election, the Trust may present such Loan Repayment Schedules in a consolidated format. In addition, the Trust shall prepare a consolidated schedule (the “Savings Credit Schedules”) that reflects the Savings to be realized by each Borrower with respect to its Series 2009A Trust Loan through the implementation of the 2016 Refunding of the Series 2009A Bonds to be Refunded. The Loan Repayment Schedules and the Savings Credit Schedule shall be provided by the Trust to each Borrower promptly following the issuance by the Trust of the Series 2016A-R3 Refunding Bonds. The Loan Repayments to be made by the Borrowers shall be allocated by the Trustee on a pro rata basis to the respective Accounts within the Revenue Fund relating to each Series of Bonds; thereafter, disbursements shall be made by the Trustee to the respective Accounts within the Debt Service Fund for each Series of Bonds for payment of the principal and redemption premium, if any, of and the interest on each such Series of Bonds.

(D) Upon issuance of the Series 2016A-R3 Refunding Bonds, the aggregate of the sum of the principal amount of the Series 2016A-R3 Refunding Bonds and the principal amount of the Outstanding Series 2009A Bonds (collectively, the “Outstanding Bonds”) shall be equal to or less
than the aggregate principal amount of the Series 2009A Borrower Trust Loan Bonds that are outstanding as of such date of issuance of the Series 2016A-R3 Refunding Bonds. Upon the allocation of the Savings to the Borrowers through the Savings Credits and to the Trust through the Withheld Savings, if any, the aggregate principal payment obligation of the Borrowers with respect to the aggregate Series 2009A Trust Loans (as evidenced and secured by the aggregate principal amount of the Series 2009A Borrower Trust Loan Bonds), net of the Savings Credits and the Withheld Savings, if any, to the extent and as applied to the aggregate principal payment obligations of the Borrowers with respect to the aggregate Series 2009A Trust Loans, shall equal the aggregate principal amount of the Outstanding Bonds. Notwithstanding any provision to the contrary in the Series 2009A Bond Resolution and in light of the foregoing provisions of this subsection (D), to the extent there is an acceleration of the then Outstanding Bonds, the Trustee might receive Loan Repayments earmarked to pay the principal amount of the accelerated Outstanding Bonds in excess of said Outstanding Bonds. In such case, any such excess amount shall be deposited by the Trustee in the General Fund to be used by the Trust free and clear of any lien created under the Series 2009A Bond Resolution for any corporate purpose of the Trust.

(E) The Trustee shall take into account as a credit to the Loan Repayments otherwise due from the Borrower on each such Loan Repayment date the Savings, other than the Withheld Savings, if any, specified in such the Savings Credit Schedule.

(F) On the date that is no more than 180 days after the date of issuance of the Series 2016A-R3 Refunding Bonds, any moneys remaining in the Costs of Issuance Account in the Operating Expense Fund shall be paid by the Trust to the Trustee for deposit in the Debt Service Fund to be used to pay interest on the Series 2016A-R3 Refunding Bonds on the first available Interest Payment Date.

SECTION 2.03. Authorization and Terms of the Series 2016A-R3 Refunding Bonds.

(A) The Trust hereby authorizes the issuance of the Series 2016A-R3 Refunding Bonds in the aggregate principal amount not to exceed an amount such that the aggregate principal amount of the Outstanding Bonds equals the aggregate principal payment obligation of the Borrowers with respect to the aggregate Series 2009A Trust Loans (as evidenced and secured by the aggregate principal amount of the Series 2009A Borrower Trust Loan Bonds), after taking into account the allocation of the Savings to the Borrowers through the Savings Credits and to the Trust through the Withheld Savings, if any, to the extent and as applied to the aggregate principal payment obligation of the Borrowers with respect to the aggregate Series 2009A Trust Loans, and in the exact principal amount as set forth in a Certificate of an Authorized Officer of the Trust pursuant to Section 6.01 hereof, for the following purposes: (i) the 2016 Refunding of the Series 2009A Bonds to be Refunded and (ii) the payment of certain expenses incurred in connection with the issuance of the Series 2016A-R3 Refunding Bonds. Notwithstanding any provision of this Section 2.03(A) or this Series 2016A-R3 Refunding Supplemental Bond Resolution to the contrary, the Series 2016A-R3 Refunding Bonds shall not be issued by the Trust until satisfaction in full of the Trust Conditions Precedent.

(B) The Series 2016A-R3 Refunding Bonds shall bear interest from the date of issuance thereof until final maturity (stated or otherwise) based upon the Outstanding principal amount
thereof at the per annum interest rates set forth below payable to the registered owners thereof as of each applicable Record Date and payable initially on March 1, 2017 and semiannually thereafter on March 1 and September 1 in each year until final maturity (stated or otherwise). Interest on the Series 2016A-R3 Refunding Bonds shall be calculated on the basis of a 360-day year consisting of twelve thirty-day months. The Series 2016A-R3 Refunding Bonds shall mature in the principal amounts and on September 1 in each of the years set forth below. The principal of and interest on the Series 2016A-R3 Refunding Bonds shall, except as provided in this subsection (B) and in subsection (C) and Section 2.08 below, be payable as otherwise provided in the Original Series 2009A Bond Resolution, as amended and supplemented. Except as provided in subsection (C) and Section 2.08 below, interest shall be paid to the registered owner as of the applicable Record Date by check mailed on any applicable Interest Payment Date.

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(C) The Series 2016A-R3 Refunding Bonds shall be dated the date of issuance thereof, shall be numbered with the prefix 2016A-R3-R from 1 consecutively upward, and will be issued in fully registered form. When issued, the Series 2016A-R3 Refunding Bonds will be registered in the name of and held by Cede & Co., as the registered owner thereof and nominee for DTC. Upon issuance, the Series 2016A-R3 Refunding Bonds will be delivered to DTC in single denominations for each maturity thereof. Purchases of the Series 2016A-R3 Refunding Bonds will be made in book-entry form (without certificates) in denominations of $5,000 each or any integral multiple thereof. The Series 2016A-R3 Refunding Bonds will be issued in denominations of $5,000 each or any integral multiple thereof.

Notwithstanding any other provision in the Series 2009A Bond Resolution to the contrary, so long as DTC or its nominee, Cede & Co., is the registered owner of the Series 2016A-R3 Refunding Bonds, payments of the principal of and interest on the Series 2016A-R3 Refunding Bonds will be made directly to Cede & Co., as nominee for DTC, in accordance with the provisions of the DTC Representation Letter, and interest shall be paid on each Interest Payment Date by wire transfer from the Paying Agent to DTC. Disbursal of such payments to the DTC participants is the responsibility of DTC, and disbursal of such payments to the beneficial owners of the Series 2016A-R3 Refunding Bonds is the responsibility of the DTC participants.
(D) The Series 2016A-R3 Refunding Bonds shall constitute a single Series of Bonds, and each shall be designated “Environmental Infrastructure Refunding Bond, Series 2016A-R3 (2009A Financing Program)”.


(A) Optional Redemption. The Series 2016A-R3 Refunding Bonds maturing on or before September 1, [2027] shall not be subject to redemption prior to their respective stated maturity dates. The Series 2016A-R3 Refunding Bonds maturing on or after September 1, [2028] shall be subject to redemption prior to their respective stated maturity dates, on or after September 1, [2027], at the option of the Trust, upon the terms set forth in this subsection and upon notice as provided in Article IV of the Original Series 2009A Bond Resolution, as amended and supplemented, either in whole on any date, or in part, by lot within any maturity or maturities determined by the Trust, on any Interest Payment Date, upon the payment of 100% of the principal amount thereof and accrued interest thereon to the date fixed for redemption.]

(B) Mandatory Sinking Fund Redemption. The Series 2016A-R3 Refunding Bonds are not subject to mandatory sinking fund redemption prior to their stated maturities.

SECTION 2.05. Form of Series 2016A-R3 Refunding Bonds. The Series 2016A-R3 Refunding Bonds shall be in substantially the form set forth in Section 14.01 of the Original Series 2009A Bond Resolution, as amended and supplemented, with such insertions, omissions or variations as may be necessary or appropriate to effectuate the purposes of this Series 2016A-R3 Refunding Supplemental Bond Resolution, including, without limitation, the dated dates, maturity dates, principal or sinking fund amounts, interest rates and redemption provisions set forth herein, and including, without limitation, the 2016 Refunding of the Series 2009A Bonds to be Refunded.

SECTION 2.06. Execution, Authentication and Delivery. The Chairman or Vice Chairman of the Trust are each hereby severally authorized to execute the Series 2016A-R3 Refunding Bonds, and the Secretary and Assistant Secretary of the Trust are hereby severally authorized to attest to the execution of the Series 2016A-R3 Refunding Bonds by the Chairman or Vice Chairman of the Trust and to affix the corporate seal of the Trust upon the Series 2016A-R3 Refunding Bonds, all in accordance with Article III of the Original Series 2009A Bond Resolution, as amended and supplemented. Following execution of the Series 2016A-R3 Refunding Bonds, any Authorized Officer is hereby authorized to deliver the Series 2016A-R3 Refunding Bonds to the Trustee for authentication. The Trustee is hereby authorized and directed to authenticate the Series 2016A-R3 Refunding Bonds in accordance with Article III of the Original Series 2009A Bond Resolution, as amended and supplemented, and thereafter deliver the Series 2016A-R3 Refunding Bonds to the Trust or purchaser thereof in accordance with a Certificate of an Authorized Officer, but such delivery shall not occur unless (i) the Trust Conditions Precedent have been satisfied in full and (ii) the provisions of Article II of the Original Series 2009A Bond Resolution, as amended and supplemented, regarding conditions precedent to the issuance of a Series of Bonds, have been satisfied in full.

SECTION 2.07. Refunding Bonds. After execution of the Series 2016A-R3 Refunding Bonds by the Trust as provided in the Series 2009A Bond Resolution and after the authentication
and delivery thereof as also provided in the Series 2009A Bond Resolution, the Series 2016A-R3 Refunding Bonds shall constitute Refunding Bonds in accordance with Article II of the Original Series 2009A Bond Resolution, as amended and supplemented.

SECTION 2.08. **Book-Entry Format.** The Series 2016A-R3 Refunding Bonds shall be registered in the name of Cede & Co., and shall be issued in accordance with the terms of the DTC Representation Letter and the provisions of Article II of the Original Series 2009A Bond Resolution, as amended and supplemented.
ARTICLE III

CREATION AND ESTABLISHMENT OF DEFEASED SERIES 2009A BOND ESCROW FUND AND SEPARATE ACCOUNTS WITHIN ALL FUNDS; APPLICATION OF SERIES 2016A-R3 REFUNDING BOND PROCEEDS AND TAX CERTIFICATE

SECTION 3.01. Creation of Deceased Series 2009A Bond Escrow Fund, Separate Accounts within all Funds and Certain Other Accounts and Funds.

(A) The Trust hereby creates, and the Trustee shall establish, for the sole benefit of the Holders of the Series 2009A Bonds to be Refunded in accordance with the terms of the Defeased Series 2009A Bond Escrow Deposit Agreement, a special and irrevocable escrow fund designated “Deceased Environmental Infrastructure Bonds, Series 2009A Escrow Fund (2016)”.

(B) Section 5.01 of the Original Series 2009A Bond Resolution is hereby amended and supplemented as follows: The Trust hereby directs the Trustee to establish separate subaccounts, as necessary, for the Series 2016A-R3 Refunding Bonds within each Account created under the Series 2009A Bond Resolution that is held by the Trustee. The Trust hereby further directs the Trustee to establish separate Accounts, as necessary, for the Series 2016A-R3 Refunding Bonds within each Fund created under the Series 2009A Bond Resolution that is held by the Trustee. The Trust is hereby authorized and directed to establish separate subaccounts, as necessary, within each Account created under the Series 2009A Bond Resolution that is held by the Trust. The Trust is hereby authorized and directed to establish separate Accounts, as necessary, within each Fund created under the Series 2009A Bond Resolution that is held by the Trust.

SECTION 3.02. Amendment of Section 5.05 of the Original Series 2009A Bond Resolution. Section 5.07(1) of the Original Series 2009A Bond Resolution is hereby amended to include at the end thereof the following paragraph 7:

“7. On each Interest Payment Date, after giving effect to the transfers set forth in paragraphs (1) through (4) of this Section 5.05, the Trustee shall transfer from amounts in the SRF Account and the Non-SRF Account of the Revenue Fund to the Administrative Fee Account an amount equal to the aggregate of the Withheld Savings, if any, with respect to such Interest Payment Date, as set forth on the Savings Credit Schedules, which Withheld Savings, if any, shall be applied by the Trust in accordance with the provisions of Section 5.03(4) hereof.”

SECTION 3.03. [Reserved].

SECTION 3.04. Application of the Proceeds of the Series 2016A-R3 Refunding Bonds and Other Moneys. The proceeds of the Series 2016A-R3 Refunding Bonds of $_________ (par of $_________, plus original issue premium of $_________, less underwriters’ discount of $_________), shall be received by the Trustee, and the Trustee shall deposit or transfer such proceeds, together with (i) such amounts on deposit in the respective Funds and Accounts under the Series 2009A Bond Resolution as shall be set forth in a Certificate of an Authorized Officer of
the Trust and (ii) such amounts to be paid by the Trust with respect to the costs of issuing the Series 2016A-R3 Refunding Bonds pursuant to Section 3.06 hereof (other than those such amounts paid directly by the Trust to a direct payee), into the Funds and Accounts as shall be set forth in a Certificate of an Authorized Officer of the Trust, to effect the 2016 Refunding of the Series 2009A Bonds to be Refunded; provided that the origin of moneys for such funds shall comply in all respects with the Series 2009A Bond Resolution, as amended and supplemented, and the Code.

**SECTION 3.05. Tax Exempt Status of Series 2016A-R3 Refunding Bonds.** The Trust covenants to comply with the provisions of the Code applicable to the Series 2016A-R3 Refunding Bonds and covenants not to take any action or fail to take any action that would cause the interest on the Series 2016A-R3 Refunding Bonds to become includable in gross income of the owners thereof for Federal income tax purposes under Section 103 of the Code or to become an item of tax preference under Section 57 of the Code for purposes of computing alternative minimum tax. In accordance therewith, the Trust hereby authorizes and directs an Authorized Officer to execute a tax certificate prior to the issuance of the Series 2016A-R3 Refunding Bonds in such form as specified by Bond Counsel to the Trust.

**SECTION 3.06. Payment of Costs of Issuing the Series 2016A-R3 Refunding Bonds.** In connection with the issuance of the Series 2016A-R3 Refunding Bonds, the Trust hereby severally authorizes and directs the Authorized Officers to pay to the Trustee or the direct payee, as appropriate, from amounts available to the Trust for such purposes, the sum required to pay those costs of issuing the Series 2016A-R3 Refunding Bonds that are not permitted to be paid from the proceeds of the Series 2016A-R3 Refunding Bonds pursuant to the Code, if any. The amount to be paid by the Trust pursuant to this Section 3.06, if any, shall be set forth in, and applied pursuant to, a Certificate of an Authorized Officer of the Trust.
ARTICLE IV

APPOINTMENT OF TRUSTEE, PAYING AGENT AND
DEFEASED SERIES 2009A BOND ESCROW AGENT

SECTION 4.01. Appointment of Trustee. U.S. Bank National Association, Morristown, New Jersey, is hereby appointed Trustee for the holders of the Series 2016A-R3 Refunding Bonds. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the terms of the Series 2009A Bond Resolution by executing the certificate of authentication endorsed upon the Series 2016A-R3 Refunding Bonds upon the original issuance thereof. All of the provisions set forth in Article X or otherwise of the Original Series 2009A Bond Resolution, as amended and supplemented, relating to the Trustee shall be applicable to the Trustee with respect to the Series 2016A-R3 Refunding Bonds as if fully set forth herein.

SECTION 4.02. Appointment of Paying Agent. U.S. Bank National Association, Morristown, New Jersey, is hereby appointed Paying Agent for the Series 2016A-R3 Refunding Bonds. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the terms of the Series 2009A Bond Resolution by executing and delivering a written acceptance thereof to the Trust and to the Trustee. The Trustee may be appointed and may serve as Paying Agent for the Series 2016A-R3 Refunding Bonds. All of the provisions set forth in Article X or otherwise of the Original Series 2009A Bond Resolution, as amended and supplemented, relating to the Paying Agent shall be applicable to the Paying Agent with respect to the Series 2016A-R3 Refunding Bonds as if fully set forth herein.

SECTION 4.03. Appointment of Defeased Series 2009A Bond Escrow Agent. U.S. Bank National Association, Morristown, New Jersey, is hereby appointed Defeased Series 2009A Bond Escrow Agent for the Series 2009A Bonds to be Refunded. In such event, the Defeased Series 2009A Bond Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by the terms of the Defeased Series 2009A Bond Escrow Deposit Agreement by executing and delivering same.
ARTICLE V

DEFEASED SERIES 2009A BOND ESCRROW DEPOSIT AGREEMENT,
SERIES 2016A-R3 CONTINUING DISCLOSURE AGREEMENTS,
OFFICIAL STATEMENT AND SALE OF THE SERIES 2016A-R3 REFUNDING
BONDS

SECTION 5.01. Defeased Series 2009A Bond Escrow Deposit Agreement and Series
2016A-R3 Continuing Disclosure Agreements.

(A) The Trust hereby severally authorizes any Authorized Officer to execute, deliver
and perform the duties and obligations of the Trust pursuant to the terms of the Defeased Series
2009A Bond Escrow Deposit Agreement and the Series 2016A-R3 Continuing Disclosure
Agreements, each in the form attached hereto as Exhibit A, with such changes thereto as shall be
within the constraints set forth herein and as shall be determined exclusively by the Authorized
Officer, after consultation with Bond Counsel and the Office of the Attorney General of the State,
which determination shall be conclusively evidenced by the Authorized Officer’s execution and
delivery thereof. Such Authorized Officer and any other Authorized Officer shall also take all
other actions and execute any other documents, agreements, certificates or other instruments
deemed necessary, convenient or desirable by such Authorized Officer or any such other
Authorized Officer to consummate the transactions contemplated hereby and by such Defeased
Series 2009A Bond Escrow Deposit Agreement and Series 2016A-R3 Continuing Disclosure
Agreements; provided, however, that the Defeased Series 2009A Bond Escrow Deposit Agreement
shall in any event conform with all of the requirements for the defeasance of the Series 2009A
Bonds to be Refunded as set forth in the Series 2009A Bond Resolution, particularly Article XII
of the Original Series 2009A Bond Resolution, as amended and supplemented, and such Defeased
Series 2009A Bond Escrow Deposit Agreement and Series 2016A-R3 Continuing Disclosure
Agreements shall otherwise conform in all material respects to the provisions of this Article V.

(B) The delegation to the Authorized Officers set forth in subsection (A), above, of this
Section 5.01, authorizing such Authorized Officer to take all actions deemed necessary, convenient
or desirable by such Authorized Officer to consummate the transactions contemplated hereby and
by the Defeased Series 2009A Bond Escrow Deposit Agreement shall include, without limitation,
authorization to purchase Investment Securities (including, without limitation, United States
Treasury Obligations – State and Local Government Series issued or held in book-entry form on
the books of the Department of the Treasury of the United States), such purchase to be undertaken
either directly or through the subscription services of professional advisors to the Trust, including,
without limitation, the financial advisor to the Trust, in connection with the investment of the
Defeased Series 2009A Bond Escrow Fund established in accordance with the terms of the
Defeased Series 2009A Bond Escrow Deposit Agreement, as applicable, and such Authorized
Officer shall undertake whatever method of acquisition of such Investment Securities is deemed
in compliance with (i) the provisions of the Series 2009A Bond Resolution, (ii) applicable law,
including, without limitation, the Act, and (iii) the then-current investment policy of the Trust,
provided that such Authorized Officer has consulted with counsel and other applicable
professional advisors to the Trust.
SECTION 5.02. Appointment of Verification Agent. The Authorized Officers are hereby severally authorized and directed, in consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, to secure the appointment of an independent nationally recognized certified public accountant, which shall, in accordance with the requirements of Section 2.04(e) of the Original Series 2009A Bond Resolution, as amended and supplemented, prepare and deliver to the Trust and the Trustee a verification report with respect to the matters set forth in Sections 2.04(c), 2.04(d) and, if applicable, 2.04(f) of the Original Series 2009A Bond Resolution, as amended and supplemented.

SECTION 5.03. Preliminary Official Statement.

(A) The Authorized Officers are hereby severally authorized and directed, subsequent to (i) the satisfaction in full of the Trust Conditions Precedent and (ii) the satisfaction in full of all other legal conditions precedent to the delivery of the preliminary official statement relating to the Series 2016A-R3 Refunding Bonds (the “Preliminary Official Statement) by the Trust, as such satisfaction shall be determined by the Authorized Officer in consultation with Bond Counsel and the Office of the Attorney General of the State, to “deem final” the Preliminary Official Statement in accordance with the provisions of Rule 15c2-12 and deliver the Preliminary Official Statement in the form and with such provisions as the Authorized Officer, after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, deems in his sole discretion to be necessary or desirable for the delivery thereof, which delivery thereof by the Authorized Officer shall conclusively evidence his consent to the provisions thereof.

(B) The Authorized Officers are hereby severally authorized and directed to execute any certificate or document, including, without limitation, the Series 2016A-R3 Continuing Disclosure Agreements, and to take such other actions as may be necessary, relating to any statutes, rules or other procedures of the SEC, the Municipal Securities Rulemaking Board or any state securities entity, that the Authorized Officer, after consultation with Bond Counsel and the Office of the Attorney General of the State, deems necessary or desirable to effect the issuance, marketing and sale of the Series 2016A-R3 Refunding Bonds, and the transactions contemplated by the Preliminary Official Statement, including, without limitation, Rule 15c2-12.

SECTION 5.04. Official Statement. The Authorized Officers are hereby severally authorized and directed to execute and deliver a final official statement (the “Official Statement”) in substantially similar form to the Preliminary Official Statement, with such changes to reflect the final pricing as set forth in any documents relating to the sale of the Series 2016A-R3 Refunding Bonds and to reflect any other changes required under any applicable securities laws, rules or regulations as set forth in Section 5.03 hereof as the Authorized Officer, after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, deems in his sole discretion to be necessary or desirable to effect the issuance of the Series 2016A-R3 Refunding Bonds and the transactions contemplated by the Official Statement, which delivery thereof by the Authorized Officer shall conclusively evidence his consent to the provisions thereof.

SECTION 5.05. Sale of the Series 2016A-R3 Refunding Bonds.
The Authorized Officers are hereby severally authorized and directed to cause to be published and disseminated in connection with the marketing and sale of the Series 2016A-R3 Refunding Bonds a notice of sale with respect to the Series 2016A-R3 Refunding Bonds (the “Notice of Sale”), which Notice of Sale shall set forth, inter alia, the following terms and provisions, which terms and provisions shall be determined by the Authorized Officer after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust: (i) a summary of the terms of the Series 2016A-R3 Refunding Bonds; (ii) the criteria pursuant to which the award of the Series 2016A-R3 Refunding Bonds shall be made by the Trust; (iii) the date and time at which proposals for the purchase of the Series 2016A-R3 Refunding Bonds shall be accepted by the Trust; and (iv) the method by which the bidders for the purchase of the Series 2016A-R3 Refunding Bonds shall submit their proposals, which proposals shall be submitted to the Trust, in compliance with the Notice of Sale, via a written proposal for Series 2016A-R3 Refunding Bonds (the “Proposal for Bonds”).

The Authorized Officers are hereby severally authorized and directed to cause (i) the Notice of Sale and the Proposal for Bonds to be disseminated simultaneously with the dissemination of the Preliminary Official Statement and (ii) a summary of the Notice of Sale to be published in compliance with Section 6(d) of the Act at least once in at least three newspapers published in the State and at least once in a publication carrying municipal bond notices and devoted primarily to financial news published in the State or in the City of New York, the first summary Notice of Sale to be published at least five (5) days prior to the date established by the Notice of Sale for the sale of the Series 2016A-R3 Refunding Bonds.

On the date and time established therefore in the Notice of Sale, the Proposals for Bonds shall be received and accepted by the Authorized Officer. Upon receipt and acceptance of the Proposals for Bonds, the Authorized Officers are hereby severally authorized and directed to open such Proposals for Bonds and, after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, accept the successful Proposal for Bonds, such successful Proposal for Bonds to be determined based upon compliance with the terms of the Notice of Sale relating to the award of the Series 2016A-R3 Refunding Bonds and after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust.

The Authorized Officers are hereby severally authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the marketing and sale of the Series 2016A-R3 Refunding Bonds, including, without limitation, such other actions as may be necessary in connection with the conduct of informational investment meetings; provided, however, that in each such instance the Authorized Officers shall comply with the provisions of this Section 5.05 and shall consult with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust with respect thereto.

In the event that an Authorized Officer determines, after consultation with Bond Counsel and the Office of the Attorney General of the State, that it is in the best interests of the Trust, and the marketing and sale of the Series 2016A-R3 Refunding Bonds, to designate the Series

SECTION 5.06. Attestation. The Secretary and Assistant Secretary of the Trust are hereby severally authorized and directed, where deemed necessary, desirable or convenient to effect the 2016 Refunding of the Series 2009A Bonds to be Refunded in the sole discretion of an Authorized Officer after consultation with Bond Counsel and the Office of the Attorney General of the State, to attest to the execution by any such Authorized Officer of any such documents, instruments or certificates executed by any such Authorized Officer pursuant to this Article V, and to affix the corporate seal of the Trust upon any such document, instrument or certificate.

SECTION 5.07. Electronic Dissemination of the Preliminary Official Statement; Electronic Acceptance of Proposals for Bonds; Electronic Dissemination of the Official Statement.

(A) Notwithstanding any provision of this Series 2016A-R3 Refunding Supplemental Bond Resolution to the contrary, the Authorized Officers are hereby severally authorized at their discretion to disseminate the Preliminary Official Statement via electronic medium, in addition to or in lieu of physical, printed medium; provided, however, that in disseminating the Preliminary Official Statement via such medium, such Authorized Officer shall otherwise fully comply with the provisions of Section 5.03 hereof.

(B) In complying with the provisions of Section 5.05 hereof, the Authorized Officers are hereby severally authorized at their discretion to accept Proposals for Bonds and complete the award of the Series 2016A-R3 Refunding Bonds, pursuant to the terms and provisions of the Notice of Sale, by means of electronic media; provided that, with respect to the selection of the particular electronic media and the implementation of the procedures for the exercise thereof, the Authorized Officer shall consult with counsel and other appropriate professional advisors to the Trust with respect thereto.

(C) Notwithstanding any provision of this Series 2016A-R3 Refunding Supplemental Bond Resolution to the contrary, the Authorized Officers are hereby severally authorized at their discretion to disseminate the Official Statement via electronic medium, in addition to or in lieu of physical, printed medium; provided, however, that in disseminating the Official Statement via such medium, such Authorized Officer shall otherwise fully comply with the provisions of Section 5.04 hereof.
ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Certificate of an Authorized Officer Amending and Supplementing this Series 2016A-R3 Refunding Supplemental Bond Resolution. Notwithstanding any other provision herein to the contrary, the Series 2016A-R3 Refunding Bonds shall not be issued until the Trustee receives a Certificate of an Authorized Officer setting forth (i) the aggregate principal amount of Series 2016A-R3 Refunding Bonds to be issued, (ii) as applicable, the interest rates, principal amounts maturing, dated date, term of capitalized interest, redemption premiums, sinking fund installments, sinking fund payment dates, other redemption terms applicable to the Series 2016A-R3 Refunding Bonds and the amounts and sources of funds to be deposited in the Defeased Series 2009A Bond Escrow Fund (iii) any changes to the Series 2009A Bond Resolution required (1) by any Rating Agency rating the Series 2016A-R3 Refunding Bonds or (2) to ensure that interest is excludable from the gross income of the Holders of the Series 2016A-R3 Refunding Bonds pursuant to the Code, (iv) that the amount of Savings is equal to or greater than three percent (3%) of the principal amount of the Series 2009A Bonds to be Refunded on a net present value basis, (v) the Savings Credit Schedules and the Withheld Savings, if any, relating to each respective Borrower, (vi) the Disclosure Borrowers, if any, as determined pursuant to the criteria set forth in Section 6.05 hereof, and (vii) subject to the parameters set forth in the definition of Series 2016A-R3 Refunding Bonds herein and upon the advice of Trust counsel and its professional advisors, the addition to, deletion from or modification of any financial term or any term remaining in blanks or brackets in this Series 2016A-R3 Refunding Supplemental Bond Resolution, as originally adopted on November 10, 2016, deemed necessary, desirable or convenient by any such Authorized Officer to sell the Series 2016A-R3 Refunding Bonds at the lowest cost and with the greatest Savings to effect the 2016 Refunding of the Series 2009A Bonds to be Refunded, the contents of which Certificate may be incorporated in this Series 2016A-R3 Refunding Supplemental Bond Resolution, as amended and supplemented. The Authorized Officer executing any such Certificate shall report the substance of such Certificate to the members of the Trust at their next public meeting.

SECTION 6.02. Series 2016A-R3 Refunding Supplemental Bond Resolution to Govern. To the extent that the provisions of this Series 2016A-R3 Refunding Supplemental Bond Resolution are inconsistent with the provisions of the Original Series 2009A Bond Resolution, the provisions of this Series 2016A-R3 Refunding Supplemental Bond Resolution shall control.

SECTION 6.03. Incidental Action. The Authorized Officers are hereby severally authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order (i) to effectuate the sale and issuance of the Series 2016A-R3 Refunding Bonds, (ii) to effect the 2016 Refunding of the Series 2009A Bonds to be Refunded, and (iii) to maintain the exclusion from gross income under Section 103 of the Code of the interest on the Series 2016A-R3 Refunding Bonds and the Series 2009A Bonds to be Refunded (including the preparation and filing of any information reports or other documents with respect
to the Series 2016A-R3 Refunding Bonds or the Series 2009A Bonds to be Refunded as may at any time be required under Section 149 of the Code).

SECTION 6.04. Series 2016A-R3 Refunding Supplemental Bond Resolution Amendments. This Series 2016A-R3 Refunding Supplemental Bond Resolution may be amended and supplemented prior to the issuance of the Series 2016A-R3 Refunding Bonds by a Certificate of an Authorized Officer contemplated by Section 6.01 hereof without any further compliance with the provisions for adoption of a supplemental resolution under the Original Series 2009A Bond Resolution, as amended and supplemented, including, without limitation, Article XI thereof. All other amendments and supplements hereto shall be effected in accordance with the terms of the Series 2009A Bond Resolution relating to the amendment or supplement to a Supplemental Resolution.

SECTION 6.05. Continuing Disclosure. Prior to the issuance of the Series 2016A-R3 Refunding Bonds, the Trust, pursuant to the sole discretion of an Authorized Officer of the Trust, in consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, shall determine if any Borrower is a material "obligated person" within the meaning and for the purposes of Rule 15c2-12, based upon the following criteria hereby established as the means of satisfying the meaning and purposes of Rule 15c2-12: Borrowers shall be considered to be material "obligated persons" if their remaining Fund Loan repayments in all Coverage Providing Financing Programs (unless defined in this Section 6.05, capitalized terms not defined in this Series 2016A-R3 Refunding Supplemental Bond Resolution and used in this Section 6.05 shall have the respective meanings ascribed to such terms in the Master Program Trust Agreement), when aggregated with such Borrower’s remaining Series 2009A Trust Loan repayments, exceed ten percent (10%) of the sum of (i) the aggregate of all remaining Fund Loan repayments from all Borrowers in all Coverage Providing Financing Programs and (ii) the aggregate of all remaining Series 2009A Trust Loan repayments from all Borrowers.

To the extent any Borrowers that have been determined to be material “obligated persons” within the meaning and for the purposes of Rule 15c2-12 have entered into Service Agreements with Underlying Government Units and if any such Underlying Government Units have entered into Service Agreements with Indirect Underlying Government Units (as such terms are defined in the Series 2009A Trust Loan Agreements) whereby annual charges or indirect annual charges, as the case may be, materially secure the remaining Series 2009A Trust Loan repayments and the Series 2009A Trust Loan repayments of any such Borrowers to such extent that such annual and indirect annual charges would in and of themselves exceed the ten percent (10%) test described above, any such Underlying Government Unit and Indirect Underlying Government Unit shall also be considered material “obligated persons” within the meaning and for the purposes of Rule 15c2-12.

Any Borrower determined to be a material “obligated person” based upon the criteria set forth herein shall be required to enter into a Series 2016A-R3 Borrower Continuing Disclosure Agreement with respect to the obligation of such Borrower and any Underlying Government Unit or Indirect Underlying Government Unit, if applicable, with a term as specified therein, by and among such Borrower, the Trust and the Trustee, substantially in the form attached hereto as
Exhibit A, with such changes therein as shall be approved by the Trust as evidenced by the execution thereof by an Authorized Officer of the Trust.

The Trust hereby determines that it is not an "obligated person". The Trust hereby determines that the Program is an “obligated person”. Accordingly, the Trust hereby covenants to provide on behalf of the Program notice of Bond Disclosure Events (as defined in the Series 2016A-R3 Trust Continuing Disclosure Agreement), if material, with respect to the Series 2016A-R3 Refunding Bonds to each Nationally Recognized Municipal Securities Information Repository recognized by the SEC or the Municipal Securities Rulemaking Board and the State Information Depository, if any, recognized by the SEC.

Notwithstanding any provision to the contrary in Article XI of the Original Series 2009A Bond Resolution, as amended and supplemented, the Trust may amend or supplement this Section 6.05 to comply with any amendment, supplement, modification, termination, interpretation or other change to Rule 15c2-12.

SECTION 6.06. [Reserved.]

SECTION 6.07. Effective Date. This Series 2016A-R3 Refunding Supplemental Bond Resolution shall take effect in accordance with paragraphs i and j of Section 4 of Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey, as amended and supplemented, which provisions include, without limitation, the requirement that the Governor and Treasurer of the State approve this Series 2016A-R3 Refunding Supplemental Bond Resolution.
EXHIBIT A

FORMS OF DEFERRED SERIES 2009A BOND ESCROW DEPOSIT AGREEMENT AND SERIES 2016A-R3 CONTINUING DISCLOSURE AGREEMENT
ESCROW DEPOSIT AGREEMENT,
SERIES 2016A-R_ (_____ FINANCING PROGRAM)

Dated _________, 2016

between

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

and

U.S. BANK NATIONAL ASSOCIATION,
as Deceased Series ______ Bond Escrow Agent
ESCROW DEPOSIT AGREEMENT,
SERIES 2016A-R_ (_____ FINANCING PROGRAM)

THIS ESCROW DEPOSIT AGREEMENT, SERIES 2016A-R_ (_____ FINANCING PROGRAM), dated _______, 2016, by and between NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, a public body corporate and politic with corporate succession, duly created and validly existing under the laws of the State of New Jersey, and U.S. BANK NATIONAL ASSOCIATION, as Defeased Series _____ Bond Escrow Agent;

W I T N E S S E T H:

WHEREAS, on ___________ __, _________, the New Jersey Environmental Infrastructure Trust, a public body corporate and politic with corporate succession (the "Trust"), duly created and validly existing under the laws of the State of New Jersey (the "State"), including, without limitation, the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same may be amended and supplemented from time to time (the "Act"), issued its "Environmental Infrastructure Bonds, Series _____" dated _______ __, ____ in the original aggregate principal amount of $________ (the "Series _____ Bonds") in accordance with the provisions of the "Environmental Infrastructure Bond Resolution, Series _____" of the Trust duly adopted by the Trust on ________ __, ____ (the "Original _____ Bond Resolution"), the Act and all other applicable law;

WHEREAS, the primary share of the proceeds of the Series _____ Bonds were applied by the Trust to the making of loans (the "Series _____ Trust Loans") to each of the Series _____ Borrowers (as defined in the hereinafter defined Series 2016A-R_ Refunding Supplemental Bond Resolution) to finance or refinance approximately half of the then eligible costs for the acquisition, construction, renovation and installation of their respective environmental infrastructure system projects (the "Projects"), all in accordance with the New Jersey Environmental Infrastructure Financing Program, Series ____, created by the State to implement the Federally financed State Revolving Loan Program in the State (the "Program");

WHEREAS, the State, acting by and through the New Jersey Department of Environmental Protection (the "DEP"), simultaneously made a companion loan (the "Series _____ Fund Loans") to each of the Series _____ Borrowers for the balance of the then eligible costs of each such Project, with the balance of any such costs funded by the Series _____ Borrowers or by supplemental loans from the Trust and the State in other Programs;

WHEREAS, the Series _____ Trust Loans were evidenced by revenue bonds issued by authority Series _____ Borrowers and, if other Series _____ Borrowers received Series _____ Trust Loans, by general obligation bonds issued by such other Series _____ Borrowers (collectively, the "Series _____ Local Unit Trust Loan Bonds") in accordance with all applicable law;

WHEREAS, the Series _____ Fund Loans were evidenced by revenue bonds issued by authority Series _____ Borrowers and, if other Series _____ Borrowers received Series _____ Fund Loans.
Loans, by general obligation bonds issued by such other Series _____ Borrowers (collectively, the
"Series ____ Local Unit Fund Loan Bonds", and together with the Series ____ Local Unit Trust
Loan Bonds, the "Series ____ Local Unit Bonds") in accordance with all applicable law;

WHEREAS, the Series ____ Bonds are principally secured by the Series ____ Trust Loan
repayment obligations of the Series _____ Borrowers as evidenced by the Series ____ Local Unit
Trust Loan Bonds;

WHEREAS, the Trust has determined that net present value savings (the "Gross Savings")
be achieved upon the defeasance and advance refunding of that portion of the Series ____
Bonds defined below as the Series ____ Bonds to be Refunded through the implementation of the
hereinafter defined 2016 Refunding of the Series ____ Bonds to be Refunded (net of all costs
incurred in connection therewith, the "Savings");

WHEREAS, Section 2.04(1) of the Original Series ____ Bond Resolution and the terms
of the Series 2016A-R_ Refunding Supplemental Bond Resolution permit the issuance of a portion
of the hereinafter defined Series 2016A-R_ Refunding Bonds in the aggregate principal amount of
$_________ (the “_____ Allocable Portion”) as "Additional Bonds" to achieve the 2016
Refunding of the Series ____ Bonds to be Refunded upon satisfaction of certain conditions
precedent thereto as set forth in Section 2.04(2) of the Original Series ____ Bond Resolution;

WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, a portion of the
Series ____ Bonds will remain Outstanding;

WHEREAS, on ____________ , 2016, the Trust shall issue its "Environmental Infrastructure
Refunding Bonds, Series 2016A-R_ " to be dated ________, 2016 in an aggregate principal amount
of $_________ (the "Series 2016A-R_ Refunding Bonds"), the _____ Allocable Portion of
which shall be issued pursuant to the terms of (i) the Original Series ____ Bond Resolution, as
amended and supplemented by the "Supplemental Bond Resolution Authorizing the Issuance of
Environmental Infrastructure Refunding Bonds, Series 2016A-R_ of the New Jersey
Environmental Infrastructure Trust" adopted by the Trust on ____________, as amended and
supplemented by a certificate of an Authorized Officer of the Trust dated __________ __, 2016 (the
"Series 2016A-R_ Refunding Supplemental Bond Resolution," and together with the Original
Series ____ Bond Resolution, and as the same may be further amended and supplemented from
time to time in accordance with its terms, the "Series ____ Bond Resolution"), (ii) the Act, and
(iii) all other applicable law;

WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, the Trust shall
establish an escrow fund (the "Defeased Series ____ Bond Escrow Fund") in accordance with the
terms of this "Escrow Deposit Agreement, Series 2016A-R_ (____ Financing Program)" dated
__________, 2016 (as the same may be amended and supplemented from time to time in accordance
with its terms, the "Defeased Series ____ Bond Escrow Deposit Agreement") by and between the
Trust and _____________________, New Jersey (the original trustee under the
Original Series ____ Bond Resolution), as Defeased Series ____ Bond Escrow Agent (or any
successor thereto, the "Defeased Series ____ Bond Escrow Agent") thereunder;
WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, the Trust will cause moneys to be deposited in the Defeased Series ____ Bond Escrow Fund in an amount that, together with interest earned thereon, will be sufficient to pay (i) all of the interest due and payable on ______________ (the “Redemption Date”) on the Outstanding Series ____ Bonds otherwise maturing on September 1, ____ through and including September 1, ____ (such portion of each such maturity being identified in Schedule A attached hereto) (collectively, the “Series ____ Bonds to be Refunded”) and (ii) all of the principal of the Series ____ Bonds to be Refunded on the Redemption Date (collectively, the “2016 Refunding of the Series ____ Bonds to be Refunded”);

WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, the Trust will finance the 2016 Refunding of the Series ____ Bonds to be Refunded with deposits into the Defeased Series ____ Bond Escrow Fund from the following sources: (i) from the primary share of the proceeds of the Series 2016A-R_ Refunding Bonds and (ii) from the immediate transfer of certain moneys remaining on deposit in certain funds and accounts established and existing under the Original Series ____ Bond Resolution by U.S. Bank National Association, Morristown, New Jersey, as Trustee (or any successor thereto, the "Trustee") thereunder, all as set forth in the Series 2016A-R_ Refunding Supplemental Bond Resolution and in this Defeased Series ____ Bond Escrow Deposit Agreement; and

WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, the Trust, in accordance with the Act, the Series ____ Bond Resolution and a financial plan approved by the State Legislature in accordance with Section 23 of the Act, will (i) issue the Series 2016A-R_ Refunding Bonds for the purpose of applying the primary share of the _____ Allocable Portion thereof toward the 2016 Refunding of the Series ____ Bonds to be Refunded and (ii) apply the balance of the proceeds thereof to the payment to the Series _____ Borrowers of their pro-rata portion of the Savings (i.e., 100%) achieved from the 2016 Refunding of the Series ____ Bonds to be Refunded.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:
SECTION 1. Definitions.

(a) The following capitalized terms set forth herein shall have the respective meanings ascribed to such terms in the recitals hereof:

Act
Defeased Series ____ Bond Escrow Agent
Defeased Series ____ Bond Escrow Deposit Agreement
Defeased Series ____ Bond Escrow Fund
DEP
Original ____ Bond Resolution
Projects
Program
Redemption Date
Rule 15c2-12
Savings
SEC
Securities Exchange Act
Series ____ Bond Resolution
Series ____ Bonds
Series ____ Bonds to be Refunded
Series ____ Fund Loans
Series ____ Local Unit Bonds
Series ____ Local Unit Fund Loan Bonds
Series ____ Local Unit Trust Loan Bonds
Series ____ Trust Loans
Series 2016A-R_ Continuing Disclosure Agreements
Series 2016A-R_ Refunding Bonds
Series 2016A-R_ Refunding Supplemental Bond Resolution
State
Trust
Trustee
_____ Allocable Portion
2016 Refunding of the Series ____ Bonds to be Refunded

(b) All other capitalized terms set forth herein shall have the respective meanings ascribed to such terms herein.

SECTION 2. Defeased Series ____ Bond Escrow Fund.

Pursuant to Section 3.01(A)(__) of the Series 2016A-R_ Refunding Supplemental Bond Resolution, the Trust has created and established with the Defeased Series ____ Bond Escrow Agent a special and irrevocable escrow fund designated "Defeased Environmental Infrastructure Bonds, Series ____ Escrow Fund (2016)" (the "Defeased Series ____ Bond Escrow Fund") to be held by the Defeased Series ____ Bond Escrow Agent as a trust fund for the benefit of the holders of the Series ____ Bonds to be Refunded. The Defeased Series ____ Bond Escrow Fund shall be held by the
Defeased Series ___ Bond Escrow Agent separate and apart from all other funds of the Trust and the Defeased Series ___ Bond Escrow Agent. For all purposes hereunder and in accordance with Article XII of the Original Series ___ Bond Resolution, as amended and supplemented, the Defeased Series ___ Bond Escrow Agent is acting as agent for the Trustee.

SECTION 3. Receipt of Funds.

(a) The Defeased Series ___ Bond Escrow Agent hereby acknowledges receipt on __________, 2016 from the Trustee of $______________, consisting of (i) $____________ on deposit in the Rebate Fund, created and existing under the Series ___ Bond Resolution; and (ii) $____________ on deposit in the Project Fund, created and existing under the Series ___ Bond Resolution ($__________ from the Project Fund being attributable to the __________; and $__________ from the Project Fund being attributable to the ___________), for immediate transfer to the Defeased Series ___ Bond Escrow Agent for deposit in the Defeased Series ___ Bond Escrow Fund, all as required by Section 3.02(B) of the Series 2016A-R_ Refunding Supplemental Bond Resolution.

(b) In accordance with the terms of a Certificate of an Authorized Officer of the Trust delivered pursuant to Section 3.02(B) of the Series 2016A-R_ Refunding Supplemental Bond Resolution, simultaneously with the execution and delivery hereof, the Trustee has received from the purchasers of the Series 2016A-R_ Refunding Bonds in immediately available funds for immediate transfer to the Defeased Series ___ Bond Escrow Agent for deposit in the Defeased Series ___ Bond Escrow Fund the sum of $___________ as required by such Certificate. The Defeased Series ___ Bond Escrow Agent hereby acknowledges receipt on __________, 2016 of such moneys from the Trustee.

(c) Accordingly, on __________, 2016, the Defeased Series ___ Bond Escrow Agent hereby acknowledges the collective receipt of $____________ for immediate transfer to or deposit in the Defeased Series ___ Bond Escrow Fund, all as required by a Certificate of an Authorized Officer of the Trust delivered pursuant to Section 3.02(B) of the Series 2016A-R_ Refunding Supplemental Bond Resolution.

SECTION 4. Deposit of Funds and Purchase of Defeasance Securities.

(a) Immediately upon the Defeased Series ___ Bond Escrow Agent's receipt of the moneys referred to in Sections 3(a), (b) and (c) above in the aggregate amount of $____________, the Defeased Series ___ Bond Escrow Agent shall immediately deposit same in the Defeased Series ___ Bond Escrow Fund.

(b) The Defeased Series ___ Bond Escrow Agent is hereby authorized and directed by the Trust to apply $___________ from the amounts so deposited in the Defeased Series ___ Bond Escrow Fund in accordance with Section 3 above to the purchase of the Investment Securities ("Investment Securities"), identified on the attached Exhibit A hereto (the "Defeasance Securities"), leaving the balance of such deposit in the amount of $___ to remain uninvested in cash until applied in accordance with the terms hereof.
(c) [Reserved.]

(d) The Defeasance Securities are direct, noncallable obligations of the United States of America, and are Investment Securities as described in clause (i) of the definition of "Investment Securities" in Section 1.01 of the Original Series Bond Resolution, as amended and supplemented, and in accordance with the requirements of Article XII of the Original Series Bond Resolution, as amended and supplemented. In reliance on the Verification Report of ____________, dated __________, 2016, attached hereto as Exhibit B, the receipt of which is acknowledged by the parties hereto, the Trust represents that the amounts so deposited in the Defeased Series Bond Escrow Fund, together with income from the investments therefrom to be retained therein pursuant to this Defeased Series Bond Escrow Deposit Agreement, will provide sufficient funds to pay (i) all of the interest due from March 1, 2017 through the Redemption Date on the Series Bonds to be Refunded, (ii) all of the principal of the Series Bonds to be Refunded on the Redemption Date, and (iii) the redemption premium, if any applicable to redeeming all of the Series Bonds to be Refunded on the Redemption Date.


(a) The Defeased Series Bond Escrow Agent agrees that the amounts deposited in the Defeased Series Bond Escrow Fund pursuant to Section 4 hereof and the interest income to be earned thereon and any other moneys and investments deposited in the Defeased Series Bond Escrow Fund will be held in trust solely for the benefit of the holders of the Series Bonds to be Refunded. The Trust hereby irrevocably instructs the Defeased Series Bond Escrow Agent to apply the principal of and interest earned on the Defeasance Securities through and including the Redemption Date to the payment of (i) all of the interest due from March 1, 2017 through and including the Redemption Date on all of the Series Bonds to be Refunded, (ii) all of the principal of all of the Series Bonds to be Refunded on the Redemption Date, and (iii) the redemption premium, if any, applicable to redeeming all of the Series Bonds to be Refunded on the Redemption Date.

Notices of defeasance and redemption of the Series Bonds to be Refunded shall be given by the Defeased Series Bond Escrow Agent in accordance with Section 7 hereof. The Defeased Series Bond Escrow Agent shall have no liability for the payment of the principal and redemption premium of and the interest on the Series Bonds to be Refunded pursuant to this Section 5 and the Series Bond Resolution, including, without limitation, any deficiencies in the amount of moneys available therefor, except for the application of moneys and obligations available for such purposes in the Defeased Series Bond Escrow Fund. The Defeased Series Bond Escrow Agent shall not be liable for any loss resulting from any investment made in accordance with the provisions of this Defeased Series Bond Escrow Deposit Agreement or from any error in the numerical calculations set forth in the Exhibits attached hereto.

(b) Any portions of the principal of and interest earned on the Defeasance Securities maturing and not needed at that time to make the aforesaid payments on the Series Bonds to be Refunded shall remain in trust for the benefit of the holders of the Series Bonds to be Refunded. Any amounts in excess of such amounts shall remain uninvested until applied as aforesaid. For the purposes of the immediately preceding sentence, "uninvested" shall mean either: (A) the purchase,
at the written direction of the Trust, of additional Investment Securities bearing interest at the rate of
0% per annum, if such Investment Securities are available; (B) held as cash; or (C) such other use of
funds as directed by the Trust and as (I) may be authorized by an approving opinion of nationally
recognized bond counsel to the effect that such use of funds will not cause the Series 2016A-R-
Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148(a) (or any successor
 provision) of the Code and (II) are not needed by the Deceased Series ____ Bond Escrow Agent to
fulfill the obligations under Section 5(a) hereof. The Trust shall prepare and deliver to the Deceased
Series ____ Bond Escrow Agent or cause the Deceased Series ____ Bond Escrow Agent to prepare
and deliver the completed Investment Securities forms necessary to permit the Deceased Series ____
Bond Escrow Agent to make any reinvestments in Investment Securities in the time and manner
required by this paragraph (b). All reinvestments must be in Defeasance Securities that mature in
amounts at least equal to the purchase price on or before the next debt service payment date, as advised
to the Escrow Agent by the Trust.

(c) Investments in mutual funds or unit investment trusts are prohibited for any
investments made in accordance with this Section 5 or Section 6 hereof.


(a) Except as provided in Sections 4, 5 and 6 hereof, the Deceased Series ____ Bond
Escrow Agent shall have no power or duty to invest any funds held under this Deceased Series ____
Bond Escrow Deposit Agreement or to sell, transfer or otherwise dispose of or make substitutions of
the Defeasance Securities.

(b) (i) At the written request of the Trust not less than three (3) business days prior to the
settlement of any such transaction hereunder and upon compliance with the conditions hereinafter
stated, the Deceased Series ____ Bond Escrow Agent shall sell, transfer or otherwise dispose of or
request the redemption of the Defeasance Securities and shall substitute for such Defeasance
Securities direct obligations of the United States of America ("United States Obligations"), which
may or may not permit the redemption thereof at the option of the holder thereof, but not at the option
of the issuer of such United States Obligations. The Trust hereby covenants and agrees that it will
not request the Deceased Series ____ Bond Escrow Agent to exercise any of the powers described in
the preceding sentence in any manner that would cause the Series 2016A-R Referundng Bonds to be
arbitrage bonds within the meaning of Section 148(a) (or any successor provision) of the Code and
the regulations thereunder on the date of such request and applicable to obligations issued on
the issue date of the Series 2016A-R Refunding Bonds. The Deceased Series ____ Bond Escrow
Agent shall purchase such substituted United States Obligations with the proceeds derived from the
sale, transfer, disposition or redemption of the Defeasance Securities.
(ii) The amounts realized from the disposition of Defeasance Securities and the purchase of substitute United States Obligations together with earnings on such substitute United States Obligations not required by the Defeased Series ____ Bond Escrow Agent to fulfill its obligations under Section 5 hereof shall be transferred to the Trustee for deposit in such funds and accounts under the Series ____ Bond Resolution as the Trust shall direct in writing, and for the application therefrom, at the written direction of the Trust, to the purchase or redemption of the Series 2016A-R Refunding Bonds or, if the Series 2016A-R Refunding Bonds are no longer Outstanding, in such manner as the Trustee may be advised in writing by the Trust for any corporate purpose of the Trust.

(iii) The transactions referred to in the first sentence of Section 6(b)(i) hereof may be effected only if the Trust delivers to the Defeased Series ____ Bond Escrow Agent not less than three (3) business days prior to the settlement of any such transaction hereunder (A) a certificate of an Authorized Officer of the Trust to the effect that the principal amount of the United States Obligations to be substituted, and the interest income to be earned thereon, will be sufficient without further investment to permit the Defeased Series ____ Bond Escrow Agent to fulfill the obligations set forth under Section 5 hereof, (B) an unqualified opinion of nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not cause the Series 2016A-R Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148(a) (or any successor provision) of the Code, and (C) such additional documents and exhibits revising Exhibits A and B hereto. The Trust hereby covenants that no part of the moneys or funds at any time in the Defeased Series ____ Bond Escrow Fund shall be used directly or indirectly to acquire any investment property, the acquisition of which would cause any Series 2016A-R Refunding Bonds to be "arbitrage bonds" as defined in Section 148(a) (or any successor provision) of the Code as then in effect.

(c) Neither the Trust nor the Defeased Series ____ Bond Escrow Agent shall enter into any forward purchase, float or assignment agreement or any direction letter in connection therewith providing for the investment and reinvestment of funds not then needed for one or more days to make debt service payments on the Series ____ Bonds to be Refunded.

SECTION 7. Receipt, Notice and Publication.

The Defeased Series ____ Bond Escrow Agent acknowledges receipt of the Series 2016A-R Refunding Supplemental Bond Resolution in which the 2016 Refunding of the Series ____ Bonds to be Refunded is authorized and approved. The Defeased Series ____ Bond Escrow Agent is hereby further irrevocably instructed and agrees also to mail (via registered mail or overnight courier) (i) as soon as practicable after the issuance of the Series 2016A-R Refunding Bonds, in the manner prescribed by Article XII of the Original Series ____ Bond Resolution, a notice to the holders of the Series ____ Bonds to be Refunded, substantially in the form of Exhibit D attached to this Defeased Series ____ Bond Escrow Deposit Agreement, that the deposit has been made with the Defeased Series ____ Bond Escrow Agent and that the Series ____ Bonds to be Refunded are deemed to have been paid in accordance with Article XII of the Original Series ____ Bond Resolution and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on the Series ____ Bonds to be Refunded; and (ii) a notice of redemption, in substantially the form attached hereto as Exhibit E, no
later than August 1, 20__, which is at least thirty (30) days but not more than forty-five (45) days prior to the Redemption Date, to all registered owners of the Series ____ Bonds to be Refunded to be redeemed in accordance with the requirements of Article IV and other redemption provisions of the Original Series ____ Bond Resolution, as amended and supplemented. Such instruction satisfies the requirements of Section 2.04(2)(a) of the Original Series ____ Bond Resolution.

SECTION 8. Transfer of Balance in Defeased Series ____ Bond Escrow Fund after payment of the Series ____ Bonds to be Refunded on the Redemption Date.

On the Redemption Date, but in any event, notwithstanding any other provision herein to the contrary, not until AFTER payment in full of the principal and redemption premium of and the interest on all of the Series ____ Bonds to be Refunded, all remaining moneys and securities in the Defeased Series ____ Bond Escrow Fund shall be transferred by the Defeased Series ____ Bond Escrow Agent to the Trustee for deposit in such funds and accounts under the Series ____ Bond Resolution as the Trust shall direct in writing, and for the application therefrom, at the written direction of the Trust, to the purchase or redemption of the Series 2016A-R_ Refunding Bonds or, if the Series 2016A-R_ Refunding Bonds are no longer Outstanding, in such manner as the Trustee may be advised in writing by the Trust for any corporate purpose of the Trust.

SECTION 9. Interest of holders of Series ____ Bonds to be Refunded in the Defeased Series ____ Bond Escrow Fund.

The Defeased Series ____ Bond Escrow Fund created hereby shall be irrevocable, and the holders of the Series ____ Bonds to be Refunded shall have an express lien on and security interest in all amounts deposited in the Defeased Series ____ Bond Escrow Fund, including all amounts representing principal of and all amounts representing interest on the Defeasance Securities in the Defeased Series ____ Bond Escrow Fund until used and applied in accordance herewith. The Trust hereby authorizes the Trustee to cause financing and continuation statements to be signed and filed on behalf of the Trust with respect to this Defeased Series ____ Bond Escrow Deposit Agreement in such manner and in such places as may be required by law to protect fully the security of the holders of the Series ____ Bonds to be Refunded and the right, title and interest of the Defeased Series ____ Bond Escrow Agent to all amounts deposited in the Defeased Series ____ Bond Escrow Fund and the principal and interest with respect to the Defeasance Securities, and shall take or cause to be taken all action necessary to preserve the aforesaid security interest so long as any of the Series ____ Bonds to be Refunded remain unpaid.
SECTION 10. Defeased Series ____ Bond Escrow Agent.

(a) Unless otherwise provided by contract, the Defeased Series ____ Bond Escrow Agent shall be compensated for its reasonable fees, expenses and disbursements, including reasonable legal fees, incurred with respect to services rendered hereunder, based upon itemized invoices submitted to the Trust for payment, all in accordance with that certain fee letter dated ________ __, 2016. This right to receive compensation notwithstanding, the Defeased Series ____ Bond Escrow Agent hereby acknowledges that it shall not assert a lien or right of set-off on moneys in the Trust Estate (as defined in the Series ____ Bond Resolution) for any such payment, and that it shall not assert a lien or right of set-off on the moneys in the Defeased Series ____ Bond Escrow Fund for any such payment.

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

(c) The Defeased Series ____ Bond Escrow Agent shall be entitled to rely and act upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it to be genuine, and to have been signed and presented by the proper party or parties, and may consult with counsel, who may not be counsel to the Trust, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. Whenever the Defeased Series ____ Bond Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Defeased Series ____ Bond Escrow Deposit Agreement, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an Authorized Officer of the Trust (as defined in the Series ____ Bond Resolution), and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Defeased Series ____ Bond Escrow Deposit Agreement, but in its discretion the Defeased Series ____ Bond Escrow Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Trust to the Defeased Series ____ Bond Escrow Agent shall be sufficiently executed if executed in the name of the Trust by an Authorized Officer thereof.

(d) The Trust, subject to the limitation of its liability under the Series ____ Bond Resolution and applicable New Jersey law, and only out of the Trust Estate (as defined in the Series ____ Bond Resolution), shall indemnify and save harmless the Defeased Series ____ Bond Escrow Agent against any loss, liability or expense, including legal fees, that the Defeased Series ____ Bond Escrow Agent may incur in the exercise and performance of its powers and duties hereunder and that are not due to its own gross negligence or willful misconduct. The indemnification of the Defeased
Series ____ Bond Escrow Agent provided for in this Section 10(d) shall survive termination of this Defeased Series ____ Bond Escrow Deposit Agreement pursuant to Section 11 hereof and the resignation or removal of the Defeased Series ____ Bond Escrow Agent.

(e) The Defeased Series ____ Bond Escrow Agent may resign at any time and be discharged of its duties hereunder, provided that (i) it has given not less than sixty (60) days written notice to the Trust; (ii) it has mailed a notice of resignation as required by Section 10.07 of the Original Series ____ Bond Resolution, as amended and supplemented; (iii) the Defeased Series ____ Bond Escrow Agent has received an instrument of acceptance executed by the successor to the Defeased Series ____ Bond Escrow Agent hereunder; and (iv) the Defeased Series ____ Bond Escrow Agent has delivered to its successor hereunder all of the escrow documents, Defeasance Securities, moneys and investments held by the Defeased Series ____ Bond Escrow Agent in the Defeased Series ____ Bond Escrow Fund. Such resignation shall take effect only upon the occurrence of all of the events listed in clauses (i) through (iv) of this paragraph (e). Upon receipt by the Trust of the written notice described in clause (i) above, the Trust shall use its best efforts to obtain a successor to the Defeased Series ____ Bond Escrow Agent hereunder as soon as possible. If no appointment of a successor to the Defeased Series ____ Bond Escrow Agent is made within forty-five (45) days after receipt by the Trust of the aforementioned notice, the Defeased Series ____ Bond Escrow Agent may apply to any court of competent jurisdiction to appoint a successor thereto.

(f) The Defeased Series ____ Bond Escrow Agent may be removed at any time by the Trust by an instrument in writing signed and acknowledged by the Trust. A copy of such instrument shall be delivered by the Trust to the Defeased Series ____ Bond Escrow Agent at least thirty (30) days prior to the effective date of the removal of such Defeased Series ____ Bond Escrow Agent. Upon such effective date, the Defeased Series ____ Bond Escrow Agent shall deliver to the Defeased Series ____ Bond Escrow Agent's successor (at the direction of the Trust) all documents, instruments and moneys listed in clause (iv) of paragraph (e) of Section 10 above.

(g) Notwithstanding any other provision herein to the contrary, the rights, duties and obligations of Defeased Series ____ Bond Escrow Agent set forth herein shall be automatically assumed by any successor organization to ____________________, on the date any such successor organization agrees to assume such rights, duties and obligations and without any further action. Any such successor organization shall notify the other parties hereto of the occurrence of any such succession.

SECTION 11. Termination.

Except as provided in Section 10(d) hereof, this Defeased Series ____ Bond Escrow Deposit Agreement shall terminate when the obligations to make payment of the principal and redemption premium of and the interest on the Series ____ Bonds to be Refunded as set forth in Section 5(a) hereof have been fully satisfied; provided, that moneys held by the Defeased Series ____ Bond Escrow Agent in the Defeased Series ____ Bond Escrow Fund for the payment and discharge of any of the Series ____ Bonds to be Refunded, which moneys remain unclaimed after the Redemption Date shall be applied in accordance with the escheat laws of the State.

SECTION 12. Amendments.
This Defeased Series ____ Bond Escrow Deposit Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part by the parties hereto without the written consent of the holders of at least one hundred percent (100%) in aggregate principal amount of the unpaid Series ____ Bonds to be Refunded at the time such election is made; provided, however, that the Trust and the Defeased Series ____ Bond Escrow Agent may, without the consent of or notice to the holders of the unpaid Series ____ Bonds to be Refunded, enter into such agreements supplemental to this Defeased Series ____ Bond Escrow Deposit Agreement as shall not adversely affect the rights of such holders, and shall not be inconsistent with the terms and provisions of this Defeased Series ____ Bond Escrow Deposit Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Defeased Series ____ Bond Escrow Deposit Agreement; or

(b) to grant to or confer upon the Defeased Series ____ Bond Escrow Agent for the benefit of the holders of the Series ____ Bonds to be Refunded any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Defeased Series ____ Bond Escrow Agent.

The Defeased Series ____ Bond Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to the matters provided for in this Section 12, including the extent, if any, to which any change, modification, addition or elimination affects the rights of holders of the Series ____ Bonds to be Refunded or that any instrument executed hereunder complies with the conditions or provisions of this Section 12. Notwithstanding anything in this paragraph to the contrary, no change shall be made to any provision of this Defeased Series ____ Bond Escrow Deposit Agreement regarding the investment or other use of the proceeds of the Series 2016A-R_ Refunding Bonds without an unqualified opinion of nationally recognized bond counsel to the effect that such change and the investment or other use of the proceeds of the Series 2016A-R_ Refunding Bonds in accordance with such change will not adversely affect the exclusion of interest on the Series 2016A-R_ Refunding Bonds from the gross income of the holders thereof for Federal income tax purposes provided under Section 103 (or any successor provision) of the Code.

The Trust shall deliver to Moody's Investors Service at the following address (or at such other address as delivered to the Trust in writing) copies of any proposed amendments to this Defeased Series ____ Bond Escrow Deposit Agreement prior to its execution and delivery thereof:

Moody's Investors Service
99 Church Street
New York, New York 10007
Attention: Public Finance Rating Desk/Refunded Bonds.
IN WITNESS WHEREOF, the parties hereto have each caused this Defeased Series _____ Bond Escrow Deposit Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

[SEAL]

Attest:                  By:_____________________________

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

__________________________________________
David E. Zimmer
Assistant Secretary

[SEAL]

Attest:                  By:_____________________________

U.S. BANK NATIONAL ASSOCIATION,
as Defeased Series _____
Bond Escrow Agent

__________________________________________

## SCHEDULE A

### SERIES ____ BONDS TO BE REFUNDED

<table>
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<th>Maturity Date</th>
<th>Principal Amount</th>
<th>Interest Rate</th>
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EXHIBIT A

The following Defeasance Securities shall be purchased pursuant to Section 4(b) of the Defeased Series ____ Bond Escrow Deposit Agreement.
EXHIBIT B
EXHIBIT C

[Reserved]
EXHIBIT D

DEFEASANCE NOTICE TO THE HOLDERS OF CERTAIN
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
“ENVIRONMENTAL INFRASTRUCTURE BONDS, SERIES _____”
DATED: _______ __, ____

Notice is hereby given to the holders of the outstanding “Environmental Infrastructure Bonds, Series _____” of the New Jersey Environmental Infrastructure Trust (the “Trust”), dated _______ __, ____ (the “Bonds”), more particularly described below as the “Refunded Bonds”, that there have been deposited with __________________________, as Defeased Series ____ Bond Escrow Agent (the “Escrow Agent”) moneys and investment securities (consisting of direct obligations of the United States of America) the principal of and interest on which, when due, will provide moneys which, together with the moneys on deposit with the Escrow Agent at the same time, will be sufficient to pay the principal of and interest and redemption premium on all of the Refunded Bonds maturing on September 1, 20__ through and including September 1, 20__ (CUSIP Nos. ___________________) on September 1, 20__, the redemption date thereof. The Refunded Bonds are deemed to have been paid in accordance with Article XII of that certain “Environmental Infrastructure Bond Resolution, Series _____” of the Trust duly adopted by the Trust on September __, ____, as amended and supplemented by that certain “Supplemental Bond Resolution Authorizing the Issuance of Environmental Infrastructure Refunding Bonds, Series 2016A-R_ (_____ Financing Program) of the New Jersey Environmental Infrastructure Trust” of the Trust duly adopted by the Trust on July 12, 2016, as further amended and supplemented by a certificate of an authorized officer of the Trust dated __________, 2016.

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

New Jersey Environmental Infrastructure Trust
by ______________________,
as Defeased Series ____ Bond Escrow Agent
EXHIBIT E

NOTICE OF REDEMPTION

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
"ENVIRONMENTAL INFRASTRUCTURE BONDS, SERIES _____"
DATED _______ __, ______

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<th>Interest Rate</th>
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NOTICE IS HEREBY GIVEN THAT, pursuant to the provisions of that certain supplemental bond resolution adopted by the New Jersey Environmental Infrastructure Trust (the "Trust") on July 12, 2016, as amended and supplemented by a certificate of an authorized officer of the Trust dated ________, 2016, and entitled "Supplemental Bond Resolution Authorizing the Issuance of Environmental Infrastructure Refunding Bonds, Series 2016A-R of the New Jersey Environmental Infrastructure Trust", all of the above-referenced bonds (the "Bonds") have been called for redemption on September 1, 20__ (the "Redemption Date") at a redemption price of ___% of the principal amount thereof for the Bonds maturing on September 1, 20__ through and including September 1, 20__, plus interest accrued to the Redemption Date. You are hereby notified that the Bonds should be presented for redemption at the principal corporate trust office of ________________, ______________, ______________, New Jersey, Attn: Corporate Trust Department, on or immediately before the Redemption Date. On said date, the Bonds will become due and payable at the respective redemption prices stated above, plus interest accrued to the Redemption Date, and interest on all such Bonds shall cease to accrue from and after such Redemption Date.

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

New Jersey Environmental Infrastructure Trust
by ________________,
as Defeased Series ____ Bond Escrow Agent
TRUST CONTINUING DISCLOSURE AGREEMENT

BY AND AMONG

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST,

[TRUSTEE],
as Trustee

AND

U.S. BANK TRUST NATIONAL ASSOCIATION
as Master Program Trustee

Dated as of [Date]

Entered into with respect to the New Jersey Environmental Infrastructure Trust’s [Bonds], dated [dated date]
TRUST CONTINUING DISCLOSURE AGREEMENT

THIS TRUST CONTINUING DISCLOSURE AGREEMENT (this "Agreement"), made and entered into as of [date], by and among NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST (the "Trust"), a public body corporate and politic with corporate succession duly created and validly existing under the laws of the State of New Jersey (the "State"), [TRUSTEE], as Trustee, a national banking association and trust company duly organized and validly existing under the laws of the United States and duly authorized to act in the State (the "Trustee"), and U.S. BANK TRUST NATIONAL ASSOCIATION, as Master Program Trustee, a national banking association and trust company duly organized and validly existing under the laws of the United States and duly authorized to act in the State (the "Master Program Trustee").

WITNESSETH THAT:

WHEREAS, the Trust, duly created and validly existing under and by virtue of the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same may from time to time be amended and supplemented (the "Act"), in accordance with and pursuant to (i) the Act, (ii) the [Bond Resolution], as adopted by the Board of Directors of the Trust on [date] (the "Resolution"), and (iii) a financial plan approved by the State Legislature in accordance with Section 23 of the Act, has issued its [Bonds] (the "Bonds") as part of the [2016] environmental infrastructure financing program (the "Program") for the purpose, inter alia, of making loans to, among others, any New Jersey municipality or county or municipal, county or regional sewerage, utilities or improvement authority, any other local political subdivision, or any private water company (each a "Borrower") authorized to construct, operate and maintain environmental infrastructure systems that has entered into a Loan Agreement with the Trust, dated as of [date] (each a "Trust Loan Agreement");

WHEREAS, each Borrower has, in accordance with the Act and the Regulations, made timely application to the Trust for a Trust Loan to finance a portion of the Cost of the Project;

WHEREAS, the State Legislature, in accordance with Section 20 of the Act, has in the form of an appropriations act approved a project priority list that includes each Project and that authorizes an expenditure of proceeds of the Bonds to finance a portion of the Cost of the Project;

WHEREAS, the Trust has approved each Borrower's application for a Trust Loan from available proceeds of the Bonds to finance a portion of the Cost of the Project;

WHEREAS, the State, acting by and through the New Jersey Department of Environmental Protection, has simultaneously made a companion loan (each a "Fund Loan") to each of the Borrowers for the balance of the then eligible costs of each such Project, with the
WHEREAS, each Borrower, in accordance with, as applicable, the Act, the Regulations, the Borrower Enabling Act, the "Local Bond Law, as the same may from time to time be amended and supplemented, the "Local Budget Law", constituting Chapter 169 of the Pamphlet Laws of 1960 of the State (codified at N.J.S.A. 40A:4-1 et seq.), as the same may from time to time be amended and supplemented, the "Municipal and County Utilities Authorities Law", constituting Chapter 183 of the Pamphlet Laws of 1957 of the State (codified at N.J.S.A. 40:14B-l et seq.), as the same may from time to time be amended and supplemented, the "Sewerage Authorities Law", constituting Chapter 138 of the Pamphlet Laws of 1946 of the State (codified at N.J.S.A. 40:14A-2 et seq.), as the same may from time to time be amended and supplemented, the "County Improvement Authorities Law", constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (codified at N.J.S.A. 40:37A-44 et seq.), as the same may from time to time be amended and supplemented, the "Local Authorities Fiscal Control Law", constituting Chapter 313 of the Pamphlet Laws of 1983 of the State (codified at N.J.S.A. 40A:5A--1 et seq.), as the same may from time to time be amended and supplemented, and ;the “New Jersey Business Corporation Act”, constituting Chapter 263 of the Pamphlet Laws of 1968 of the State (codified at N.J.S.A. 14A:1-1 et seq.), as the same may from time to time be amended and supplemented, has issued a Borrower bond to the Trust evidencing its Trust Loan and a Borrower bond to the State evidencing its Fund Loan on the date of issuance of the Bonds;

WHEREAS, the Trustee has duly accepted, as Trustee for the Holders from time to time of the Bonds, the trusts imposed upon it by the Resolution in connection with the issuance of the Bonds;

WHEREAS, pursuant to the terms and provisions of the Resolution the State’s right to receive Fund Loan repayments to be made by Borrowers is subordinate to the right of the Trust to receive Trust Loan repayments to be made by such Borrowers as security for the Bonds;

WHEREAS, pursuant to the terms and provisions of that certain Master Program Trust Agreement dated as of November 1, 1995 by and among the Trust, the State, acting by and through the State Treasurer on behalf of the State and the State Department of Environmental Protection, United States Trust Company of New York, as Master Program Trustee thereunder, The Bank of New York (NJ), in several capacities thereunder, and First Fidelity Bank, N.A. (predecessor to U.S. Bank National Association), in several capacities thereunder, as supplemented by that certain Agreement of Resignation of Outgoing Master Program Trustee, Appointment of Successor Master Program Trustee and Acceptance Agreement dated as of November 1, 2001 by and among the United States Trust Company of New York, as Outgoing Master Program Trustee, State Street Bank and Trust Company, N.A., (predecessor to U.S. Bank Trust National Association), as Successor Master Program Trustee, and the Trust, as the same may be amended and supplemented from time to time in accordance with its terms (as amended, the "Master Program Trust Agreement"), the State has agreed to subordinate further its right to receive Fund Loan repayments to be made pursuant to the Coverage Providing Financing Programs (as such term is defined in the Master Program Trust Agreement), which further subordination will occur through the payment by the loan servicers under the Coverage Providing Financing Programs of certain moneys into a
"Master Program Trust Account" at the times and in the amounts set forth in the Master Program Trust Agreement, such moneys to be held by the Master Program Trustee as security for the Coverage Receiving Trust Bonds (as such term is defined in the Master Program Trust Agreement), including, without limitation, the Bonds;

WHEREAS, the Securities and Exchange Commission (the "SEC"), pursuant to the Securities Exchange Act of 1934, as amended and supplemented (codified as of the date hereof at 15 U.S.C. 77 et seq.) (the "Securities Exchange Act"), has adopted amendments effective July 3, 1995 to its Rule 15c2-12 (codified at 17 C.F.R. §240.15c2-12), 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 to various information repositories;

WHEREAS, in order to comply with Rule 15c2-12, the Trust has determined that (i) the Program and (ii) certain Borrowers, and, if applicable, certain related local government units, are material "obligated persons" in connection with the issuance of the Bonds, as the term "obligated person" is defined in Rule 15c2-12, which determination has been made pursuant to objective criteria (the "Objective Criteria") set forth in the Resolution, the Notice of Sale dated [date] (the "Notice of Sale"), the Preliminary Official Statement dated [date] (the "Preliminary Official Statement") and the Final Official Statement dated [date] (the "Final Official Statement"), which Objective Criteria, as set forth in the Final Official Statement, are attached hereto as Exhibit A and made a part hereof;

WHEREAS, each such Borrower has entered into a separate continuing disclosure agreement with the Trust and the Trustee (or any successor thereto) for the purpose of satisfying Rule 15c2-12, and pursuant to the terms of such agreement each such Borrower is required to cause the delivery of the information described therein to the municipal securities marketplace for the period of time specified therein;

WHEREAS, the Trust is not an "obligated person" in connection with the Bonds, as the term "obligated person" is defined in Rule 15c2-12;

WHEREAS, simultaneously with the issuance of the Bonds, the Trust shall enter into this Agreement with the Trustee and the Master Program Trustee for the purpose of satisfying Rule 15c2-12;

WHEREAS, on [Sale Date], the Trust accepted the bid of [Purchaser], on behalf of itself and each of the original underwriters for the Bonds (each a "Participating Underwriter"), for the purchase of the Bonds; and
WHEREAS, the execution and delivery of this Agreement have been duly authorized by the Trust, the Trustee and the Master Program Trustee, respectively, and all conditions, acts and things necessary and required to exist, to have happened or to have been performed precedent to and for the execution and delivery of this Agreement, do exist, have happened and have been performed in regular form, time and manner.

NOW, THEREFORE, for and in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the Trust, the Trustee and the Master Program Trustee, 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 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 with respect to the Trust.

"Auditor" means an independent certified public accountant, a registered municipal accountant or such other accountant as shall be permitted or required under State law in accordance with GAAS.

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

"Bond Disclosure Event" means any event described in Section 2.1(c) of this Agreement.

"Bond Disclosure Event Notice" means the notice to each National Repository or the MSRB and the State Depository, if any, as provided in Section 2.4(c) of this Agreement.

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

“EMMA” means Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"Financial Statements" means the audited financial statements for each Fiscal Year, if and when available, relating to the Bonds and the Master Program Trust Account. Currently, no audited financial statements are completed with respect to the Bonds or the Master Program Trust Account.

"Fiscal Year" means the fiscal year of the Trust as determined by the Trust from time to time pursuant to State law. As of the date of this Agreement, the Fiscal Year of the Trust begins on July 1 of each calendar year and closes on June 30 of the immediately succeeding calendar year.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States of America, consistently applied, as modified by governmental accounting standards and mandated State statutory principles applicable to the Trust as may be in effect from time to time.
"GAAS" means generally accepted auditing standards as in effect from time to time in the United States of America, consistently applied, as modified by governmental auditing standards and mandated State statutory principles applicable to the Trust as may be in effect from time to time.

"MSRB" means the Municipal Securities Rulemaking Board. The address of the MSRB as of the date of this Agreement is 1900 Duke Street, Suite 600, Alexandria, VA 22314.

"National Repository" means a "nationally recognized municipal securities information repository" within the meaning of Rule 15c2-12. As of the date of this Agreement, the National Repository designated by the SEC in accordance with Rule 15c2-12 is EMMA.

“Obligated Person” means, collectively, (i) the Program and (ii) all Borrowers (and, if applicable, related local government units) determined by the Trust to be material "obligated persons" in connection with the issuance of the Bonds, as the term "obligated person" is defined in Rule 15c2-12, which determination has been made pursuant to the Objective Criteria.

"Operating Data" means, generally, certain financial and statistical information of the Trust relating to the Bonds and the Master Program Trust Account, substantially in the form included as Note 7 to the audited financial statements of the Trust, attached as Appendix A to the Final Official Statement.

“Prescribed Form” means such electronic format accompanied by such identifying information as shall be prescribed by the MSRB and which shall be in effect on the date of filing of such information.

"Repository" means each National Repository and each State Depository, if any.

"State Depository" means any public or private repository or entity designated by the State as a state information depository for purposes of Rule 15c2-12. As of the date of this Agreement, there is no State Depository.

Section 1.3. Interpretation. Words of masculine gender include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular include the plural and vice versa, and words importing persons include corporations, associations, partnerships (including limited partnerships), trusts, firms and other legal entities, including public bodies, as well as natural persons. Articles and Sections referred to by number mean the corresponding Articles and Sections of this Agreement. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms as used in this Agreement refer to this Agreement as a whole unless otherwise expressly stated. The 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 Trust. The Trust agrees that it will provide or, if the Trust has appointed or engaged a Dissemination Agent, shall cause the Dissemination Agent to provide:

(a) Not later than two hundred twenty-five (225) days after the end of each Fiscal Year, commencing with the first Fiscal Year of the Trust ending after January 1, 20__ (which ended on June 30, 20__), an Annual Report to each Repository in Prescribed Form.

(b) Not later than fifteen (15) days prior to the date with respect to each Fiscal Year specified in Section 2.1(a) hereof, a copy of the Annual Report, complete to the extent required in Section 2.1(a) hereof, to the Trustee and the Dissemination Agent (if the Trust has appointed or engaged a Dissemination Agent).

(c) In a timely manner, not in excess of ten business days after the occurrence of the applicable event, to each National Repository or to the MSRB and the State Depository, if any, notice, in Prescribed Form, of any of the following events with respect to the Bonds (each a "Bond Disclosure Event"), with a copy of such notice to the Trustee (for informational purposes only):

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to the rights of Bondholders, if material;

(viii) Bond calls (other than regularly scheduled mandatory sinking fund redemptions for which notice of redemption has been given to the Bondholders as required pursuant to the provisions of the Resolution), if material, and tender offers;

(ix) Defeasances;
(x)  Release, substitution or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xiii) Bankruptcy, insolvency, receivership or similar event of any Obligated Person;

(xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, 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 to the Trustee or the Master Program Trustee, appointment of an additional Trustee or Master Program Trustee, or the change of name of the Trustee or the Master Program Trustee, if material.

Section 2.2. Reserved.

Section 2.3. Form of Annual Report. (a) The Annual Report may be submitted by the Trust, or on behalf thereof, as a single document or as separate documents comprising a package, provided that each document shall be submitted in Prescribed Form.

(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 Trust that have been submitted to each of the Repositories or filed with the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB (including, without limitation, EMMA). The Trust 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. Responsibilities and Duties of Trust, Dissemination Agent and Trustee. (a) If fifteen (15) days prior to the date specified in Section 2.1(a) hereof the Trustee has not received a copy of the Annual Report, complete to the extent required in Section 2.1(a) hereof, the Trustee shall contact the Trust to provide notice of the Trust’s obligations pursuant to Sections 2.1(a), 2.1(b) and 2.4(d)(ii) hereof.

(b) If the Trustee, by the date specified in Section 2.1(a) hereof, has not received a written report from the Trust, as required by Section 2.4(d)(ii) hereof, indicating that an Annual
Report, complete to the extent required in Section 2.1(a) hereof, has been provided to the Repositories by the date specified in Section 2.1(a) hereof, the Trustee shall send a notice to each National Repository or to the MSRB and the State Depository, if any, in substantially the form attached hereto as Exhibit B together with any standard forms or cover sheets that may be required by the MSRB as of the date thereof, with a copy thereof to the Trust.

(c) If the Trust has determined that the occurrence of a Bond Disclosure Event would be material, the Trust shall file promptly a notice of such occurrence with each National Repository or with the MSRB and the State Depository, if any (the "Bond Disclosure Event Notice"), in a form determined by the Trust together with any standard forms or cover sheets that may be required by the MSRB as of the date thereof; provided, that the Bond Disclosure Event Notice pertaining to the occurrence of a Bond Disclosure Event described in Section 2.1(c)(viii) (Bond calls) or 2.1(c)(ix) (defeasances) need not be given under this Section 2.4(c) any earlier than the time when the notice (if any) of such Bond Disclosure Event shall be given to Holders of affected Bonds as provided in Sections 4.05 and 12.01 of the Resolution, respectively. The obligations of the Trust to provide the notices required under this Agreement are in addition to, and not in substitution of, any of the obligations (if any) of the Trustee to provide notices of events of default to Bondholders under Article IX of the Resolution. The Trust shall file a copy of each Bond Disclosure Event Notice with the Trustee (for informational purposes only).

(d) The Trust shall or, if the Trust has appointed or engaged a Dissemination Agent, shall cause the Dissemination Agent to:

(i) determine each year, prior to the date for providing the Annual Report, the name and address of each National Repository and each State Depository, if any; and

(ii) by the date specified in Section 2.1(a) hereof, provide a written report to the Trustee (and, if a Dissemination Agent has been appointed, to the Trust), upon which said parties may rely, certifying that the Annual Report, complete to the extent required in Section 2.1(a) hereof, has been provided pursuant to this Agreement, stating the date it was provided and listing all of the Repositories to which it was provided.

Section 2.5. Appointment, Removal and Resignation of Dissemination Agent. (a) The Trust may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and shall provide notice of such appointment to the Trustee. Thereafter, the Trust may discharge any such Dissemination Agent and satisfy its obligations under this Agreement without the assistance of a Dissemination Agent, or the Trust may discharge a Dissemination Agent and appoint a successor Dissemination Agent, such discharge to be effective upon the date of the appointment of a successor Dissemination Agent. The Trust shall provide notice of the discharge of a Dissemination Agent to the Trustee, and shall further indicate either the decision of the Trust to satisfy its obligations under this Agreement without the assistance of a Dissemination Agent or the identity of the new Dissemination Agent.

(b) The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.
(c) The Dissemination Agent, or any successor thereto, may at any time resign and be
discharged of its duties and obligations hereunder by giving not less than thirty (30) days' written
notice to the Trust. Such resignation shall take effect on the date specified in such notice.

(d) The Trust, the Trustee and the Master Program trustee acknowledge that the Trust
has not, as of the date of this Agreement, appointed or engaged any party, including, without
limitation, the Trustee or the Master Program Trustee, to serve as Dissemination Agent.

Section 2.6. Responsibilities and Duties of Master Program Trustee. The Master
Program Trustee, for the purposes of satisfying the requirements of Rule 15c2-12, hereby consents
to the use by the Trust and the Auditor, as the case may be, of the monthly summary report of all
transactions implemented within the Master Program Trust Account (the submission of such
monthly report being required pursuant to the terms and provisions of Section 3 of the Master
Program Trust Agreement) (the "Summary Report") in the following manner: (i) the Summary
Report may be provided by the Trust to the Auditor; and (ii) the Trust and the Auditor may rely
upon the Summary Report in determining the balance in the Master Program Trust Account.

Section 2.7. Immunities and Liabilities of Trustee. Article X of the Resolution, as it
relates to the immunities and liabilities of the Trustee, is hereby made applicable to the Trustee's
responsibilities under this Agreement.
ARTICLE 3
REMEDIES

Section 3.1. Remedies. (a) The Trustee may, in reliance upon the advice of counsel (and at the request of the Holders of at least twenty-five percent (25%) in aggregate principal amount of the Bonds outstanding, after the provision of indemnity in accordance with Section 10.05 of the Resolution, shall), or any Bondholder may, for the equal benefit and protection of all Bondholders similarly situated, take whatever action at law or in equity against the Trust and any of its respective officers, agents and employees necessary or desirable to enforce the specific performance and observance of any obligation, agreement or covenant of the Trust under this Agreement, and may compel the Trust or any of its respective officers, agents and employees (except for the Dissemination Agent with respect to the obligations, agreements and covenants of the Trust) to perform and carry out its duties under this Agreement; provided, that no person or entity shall be entitled to recover monetary damages hereunder under any circumstances; and provided, further, that any Bondholder, acting for the equal benefit and protection of all Bondholders similarly situated, may pursue specific performance only with respect to the failure to file the Annual Reports and Bond Disclosure Event Notices required by this Agreement, and may not pursue specific performance in challenging the adequacy of Annual Reports that have been filed pursuant to the provisions hereof.

(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 Trust, 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 Trust, the Trustee and any Bondholder shall continue as though no such proceeding had been taken.

(c) A failure by the Trust to perform its respective obligations under this Agreement shall not be deemed an event of default under either the Resolution or any Trust Loan Agreement, as the case may be, and the sole remedy under this Agreement in the event of any failure by the Trust to comply with this Agreement shall be as set forth in Section 3.1(a) of this Agreement.
ARTICLE 4

MISCELLANEOUS

Section 4.1. Purposes of Agreement. This Agreement is being executed and delivered by the Trust, the Trustee and the Master Program Trustee 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. Trust and Bondholders. Each Bondholder is hereby recognized as being a third-party beneficiary hereunder, and each may enforce, for the equal benefit and protection of all Bondholders similarly situated, any such right, remedy or claim conferred, given or granted hereunder in favor of the Trustee, to the extent permitted in Section 3.1(a) hereof.

Section 4.3. Obligations of Trust Hereunder; Indemnified Parties. The Trust agrees to indemnify and hold harmless the Trustee and the Master Program Trustee, and any member, officer, official, employee, counsel, consultant and agent of the Trustee and the Master Program Trustee (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by the Trust's failure, or a Dissemination Agent's failure, to perform or observe any of the Trust's 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 directly or indirectly by any such failure of the Trust or the Dissemination Agent to perform. In case any action shall be brought against the Indemnified Parties based upon this Agreement and in respect of which indemnity may be sought against the Trust, the Indemnified Parties shall promptly notify the Trust in writing. Upon receipt of such notification, the Trust shall promptly assume the defense of such action, including the retention of counsel, the payment of all expenses in connection with such action and the right to negotiate and settle any such action on behalf of such party to the extent allowed by law. Any Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, unless the employment of such counsel has been specifically authorized by the Trust or unless by reason of conflict of interest (determined by the written opinion of counsel to any such party) it is advisable for such party to be represented by separate counsel to be retained by the Trust, in which case the fees and expenses of such separate counsel shall be borne by the Trust. The Trust 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 Trust or if there be a final judgment for the plaintiff in any such action with or without written consent, the Trust 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 Trust to indemnify or hold harmless the Indemnified Parties from or against any loss, claim, damage, liability or expense caused by any negligence, recklessness or intentional misconduct of the Indemnified Parties in connection with the Trust's performance of its obligations, agreements and covenants under this Agreement.
Section 4.4. Additional Information. Nothing in this Agreement shall be deemed to prevent the Trust (a) from disseminating any other information using the means of dissemination set forth in this Agreement or any other means of communication, or (b) from including, in addition to that which is required by this Agreement, any other information in any Annual Report or any Bond Disclosure Event Notice. If the Trust chooses to include any information in any Annual Report or any Bond Disclosure Event Notice in addition to that which is specifically required by this Agreement, the Trust shall not have any obligation under this Agreement to update such information or to include it in any future Annual Report or Bond Disclosure Event Notice, as the case may be.

Section 4.5. Notices. All notices required to be given or authorized to be given by each party pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail (as well as by facsimile, in the case of the Trustee) addressed to, in the case of the Trust, P.O. Box 440, Trenton, New Jersey 08625 (Attention: Executive Director); in the case of the Trustee, its Corporate Trust Department at 21 South Street, Morristown, New Jersey 07960 (facsimile: (973) 682-4540); and in the case of the Master Program Trustee, its Corporate Trust Department at 100 Wall Street, Suite 1600, New York, New York 10005.

Section 4.6. Assignments. This Agreement may not be assigned by any party without the consent of the others 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 in 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. Each party 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 Resolution), this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the parties hereto.

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

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

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(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 Trust or the Program, to reflect changes in the identity, nature or status of the Trust or the Program or in the business, structure or operations of the Trust or the Program, or to reflect any mergers, consolidations, acquisitions or dispositions made by or affecting the Trust or the Program; 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 Trustee, in reliance upon an opinion of Bond Counsel (as defined in the Resolution) to the Trust, 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 Trust shall deliver to each of the Repositories written notice of any such amendment or modification.

(d) The Trust, the Trustee and the Master Program Trustee shall be entitled to rely exclusively upon an opinion of Bond Counsel to the Trust 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 Trust, the Trustee and the Master Program Trustee 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 Trust addressed to the Trust, the Trustee and the Master Program Trustee 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 Trust, the Trustee and the Master Program Trustee 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.
Section 4.12. Commencement and Termination of Continuing Disclosure Obligations. The obligations of the Trust and the Trustee hereunder and the consent of the Master Program Trustee set forth in Section 2.6 hereof shall be in full force and effect from the date of issuance of the Bonds, and shall continue in effect until the date either (i) the Bonds are no longer outstanding in accordance with the terms of the Resolution or (ii) the Program no longer remains a material "obligated person" (as the term "obligated person" is defined in Rule 15c2-12) as a result of an interpretation of Rule 15c2-12, and in either event only after the Trust delivers written notice to such effect to each National Repository or to the MSRB and the State Depository, if any.

Section 4.13. Prior Undertakings. Other than as disclosed in the Official Statement, the Trust has not failed to comply in any material respect with any prior continuing disclosure undertaking made by the Trust in accordance with Rule 15c2-12.

Section 4.14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Trust, the Trustee and the Master Program Trustee and their respective successors and assigns.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, [TRUSTEE] and U.S. BANK TRUST NATIONAL ASSOCIATION, a national banking association, have caused this Agreement to be executed in their respective names, all as of the date first above written.

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

By: ____________________________
    Robert A. Briant, Jr.
    Vice Chairman

[TRUSTEE],
as Trustee

By: ____________________________
    Vice President

U.S. BANK TRUST NATIONAL ASSOCIATION, a national banking association, as Master Program Trustee

By: ____________________________
    Name:
    Title:
EXHIBIT A

OBJECTIVE CRITERIA AS SET FORTH IN THE FINAL OFFICIAL STATEMENT

SECONDARY MARKET DISCLOSURE

In connection with the provisions of Rule 15c2-12, as amended, supplemented and officially interpreted from time to time, or any successor provision thereto, promulgated by the Securities and Exchange Commission (the “SEC”) pursuant to the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), the Trust has determined that, with regard to the Bonds, it is not an “obligated person”, as defined therein.

Furthermore, the Trust has determined in the Resolution that those Borrowers (from any Financing Program) whose remaining Fund Loan repayments in all Coverage Providing Financing Programs, when aggregated with their Trust Loan repayments, if any, exceed ten percent (10%) of the sum of (i) the aggregate of all remaining Fund Loan repayments from all Borrowers in all Coverage Providing Financing Programs and (ii) the aggregate of all remaining Trust Loan repayments from all Borrowers, shall be considered material “obligated persons” within the meaning and for the purposes of Rule 15c2-12 for the Bonds. To the extent any such Borrowers have entered into Borrower Service Agreements with Participants and any such Participants have entered into Indirect Borrower Service Agreements with Indirect Participants whereby Annual Charges or Indirect Annual Charges, as the case may be, materially secure such Loan repayments of any such Borrower, any such Participants and Indirect Participants also shall be considered material “obligated persons” within the meaning and for the purposes of Rule 15c2-12 for the Bonds.

Each Borrower has covenanted in its Trust Loan Agreement, for the benefit of the respective Bondholders, to enter into a Borrower Continuing Disclosure Agreement (the “Borrower Continuing Disclosure Agreement”) should it meet, at any time during the term of its respective Trust Loan, the material “obligated persons” test referred to above. Such Borrower Continuing Disclosure Agreement obligates any such Borrower to provide (i) certain financial information and operating data relating to such Borrower and the Participants and Indirect Participants, if any, of such Borrower, including, without limitation, audited financial statements, within 225 days after the end of each fiscal year for which any such Borrower Continuing Disclosure Agreement is in effect (the “Annual Report”), and (ii) notice to the Trust of the occurrence of certain enumerated events, if material. The specific nature of the information to be contained in the Annual Report and the notices of material events is summarized in Appendix F to the Final Official Statement – “SUMMARY OF THE SERIES 20__ TRUST LOAN AGREEMENTS (INCLUDING THE CONTINUING DISCLOSURE AGREEMENTS FOR THE SERIES 20__ BORROWERS), THE SERIES 20__ FUND LOAN AGREEMENTS AND THE OTHER COVERAGE PROVIDING FUND LOAN AGREEMENTS.”

The Borrower Continuing Disclosure Agreement further requires that the Annual Report shall be delivered by or on behalf of such Borrower to each Nationally Recognized Municipal Securities Information Repository recognized by the SEC (each a “NRMSIR”) and to the State Information Depository recognized by the SEC (the “SID”), if any. Notices of material events
relating to the Trust Loan Bonds of such Borrower will be filed by such Borrower with the Trust, and the notices of material events relating to the Series 20__ Bonds will be filed directly by the Trust with each NRMSIR or with the Municipal Securities Rulemaking Board (the “MSRB”) and the SID, if any. As of the date of this Official Statement, the filing of any information with the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB shall satisfy the requirement to file such information with each NRMSIR. The obligations under the Borrower Continuing Disclosure Agreement shall continue through final maturity (stated or otherwise) of the Bonds, but shall terminate when any such material “obligated persons” shall no longer meet the material “obligated persons” test with respect to the Bonds. The Trust shall have no liability to the Bondholders or to any other person with respect to the secondary market disclosure of any such material “obligated persons.” See Appendix F to the Final Official Statement — “SUMMARY OF THE SERIES 20__ TRUST LOAN AGREEMENTS (INCLUDING THE CONTINUING DISCLOSURE AGREEMENTS FOR THE SERIES 20__ BORROWERS), THE SERIES 20__ FUND LOAN AGREEMENTS AND THE OTHER COVERAGE PROVIDING FUND LOAN AGREEMENTS”.

In light of the additional security provided for each series of the Bonds as a Coverage Receiving Financing Program (along with the current and all future Coverage Receiving Financing Programs) through certain Fund Loan repayments in Coverage Providing Financing Programs, the Trust has determined that only the Borrowers, Participants and Indirect Participants identified in the immediately succeeding paragraph (if any) will be considered material “obligated persons” within the meaning and for the purposes of Rule 15c2-12 for the Bonds. With respect to all other Borrowers, Participants and Indirect Participants, the Trust has determined that no financial or operating data is material to any decision to purchase, hold or sell the Bonds, and the Trust will not itself provide or cause any such Borrowers, Participants and Indirect Participants to provide any such information with respect to any such Borrowers, Participants and Indirect Participants.

As of the date of issuance of the Bonds, there are no Borrowers that meet this material “obligated persons” test for the Bonds. In addition, as of such issuance, no Participants or Indirect Participants meet this test with respect to the Bonds.

Based upon official interpretations of Rule 15c2-12, the Trust has determined that, in connection with the Bonds, the Series 20__ Financing Program relating to the Bonds is an “obligated person”, as defined in Rule 15c2-12. In addition, on the date of delivery of the Bonds, the Trust will enter into a Trust Continuing Disclosure Agreement (the “Trust Continuing Disclosure Agreement”; the Borrower Continuing Disclosure Agreement and the Trust Continuing Disclosure Agreement shall be referred to collectively herein as the “Continuing Disclosure Agreements”), for the benefit of the beneficial owners of the Bonds, pursuant to which the Trust will agree to comply on a continual basis with the disclosure requirements of Rule 15c2-12 relating to the Bonds. Specifically, the Trust will covenant to provide certain financial information relating to the Series 20__ Financing Program relating to the Bonds, which financial information will be similar to that provided herein in Note 7 to Appendix A to the Final Official Statement, relating to each existing and future Coverage Providing Financing Program (the “Financing Program Annual Report”) to each NRMSIR and the SID, if any. In addition, the Trust will covenant to provide notices of the occurrence of certain enumerated events, if material, relating to the Bonds to each NRMSIR or to the MSRB and the SID, if any. As of the date of this Official Statement, the filing of any information with the Electronic Municipal Market Access facility for municipal securities
disclosure of the MSRB shall satisfy the requirement to file such information with each NRMSIR. The specific nature of the information to be contained in the Annual Report and the notices of material events is summarized in Appendix E to the Final Official Statement – “SUMMARY OF THE SERIES 20__ BOND RESOLUTIONS, THE MASTER PROGRAM TRUST AGREEMENT AND THE TRUST CONTINUING DISCLOSURE AGREEMENT.”

The sole and exclusive remedy for breach of or default under the Continuing Disclosure Agreements to provide continuing disclosure as described above is an action to compel specific performance of the Continuing Disclosure Agreements by the parties thereto, and no person, including any holder of the Bonds, may recover monetary damages thereunder under any circumstances. In addition, if all or any part of Rule 15c2-12 ceases to be in effect for any reason, then the information required to be provided under the Continuing Disclosure Agreements, insofar as the provision of Rule 15c2-12 no longer in effect required the providing of such information, shall no longer be required to be provided. The Continuing Disclosure Agreements also may be amended or modified without the consent of the holders of the Bonds under certain circumstances set forth therein. Copies of the Continuing Disclosure Agreements when executed by the parties thereto upon the delivery of the Bonds will be on file at the office of the Trustee.
EXHIBIT B

FORM OF NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name Reporting Party: New Jersey Environmental Infrastructure Trust

Name of Bond Issue: New Jersey Environmental Infrastructure Trust "[Bonds]" dated [date]

Date of Issuance: [date]

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the New Jersey Environmental Infrastructure Trust (the "Trust") has not provided an Annual Report with respect to the above-named Bonds as required by the "Trust Continuing Disclosure Agreement" dated as of [date] by and among the Trust, [Trustee], as Trustee, and U.S. Bank Trust National Association, a national banking association, as Master Program Trustee. [The Trust has advised the Trustee that it anticipates that the Annual Report will be filed by ___________.]

____________________,

as Trustee

By:____________________

Name:

Title:

Dated: _________________
SUPPLEMENTAL BOND RESOLUTION

AUTHORIZING THE ISSUANCE OF

ENVIRONMENTAL INFRASTRUCTURE REFUNDING BONDS,
SERIES 2016A-R4 (GREEN BONDS)

(2010A FINANCING PROGRAM)

OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

Adopted November 10, 2016, as amended and supplemented by a Certificate of an Authorized Officer of the Trust in accordance with Section 6.01 hereof

Adopted Date: November 10, 2016

Motion Made By: Roger Ellis

Motion Seconded By: Michael Griffin

Ayes: 6

Nays: 0

Abstentions: 0
SUPPLEMENTAL BOND RESOLUTION
AUTHORIZING THE ISSUANCE OF
ENVIRONMENTAL INFRASTRUCTURE REFUNDING BONDS, SERIES 2016A-R4
(2010A FINANCING PROGRAM)
OF THE NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

WHEREAS, on March 10, 2010, the New Jersey Environmental Infrastructure Trust, a public body corporate and politic with corporate succession (the “Trust”), duly created and validly existing under the laws of the State of New Jersey (the “State”), including, without limitation, the “New Jersey Environmental Infrastructure Trust Act”, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same may be amended and supplemented from time to time (the “Act”), issued its “Environmental Infrastructure Bonds, Series 2010A”, dated March 10, 2010, in the original aggregate principal amount of $127,595,000 (the “Series 2010A Bonds”), in accordance with the provisions of (i) the “Environmental Infrastructure Bond Resolution, Series 2010A” of the Trust, duly adopted by the Trust on January 28, 2010 (the “Original Series 2010A Bond Resolution”), (ii) the Act and (iii) all other applicable law;

WHEREAS, the primary share of the proceeds of the Series 2010A Bonds was applied by the Trust to the making of loans (the “Series 2010A Trust Loans”) to each of the Borrowers (as hereinafter defined) to finance or refinance approximately 25% of the then-eligible costs of the acquisition, construction, renovation and installation of their respective environmental infrastructure projects (the “Projects”), all in accordance with the New Jersey Environmental Infrastructure Financing Program, Series 2010A, created by the State to implement the Federally financed State Revolving Loan Program in the State (the “Program”);

WHEREAS, the State, acting by and through the New Jersey Department of Environmental Protection (the “DEP”), simultaneously made a companion loan (the “Series 2010A Fund Loans”) to each of the Borrowers for approximately 75% of the then-eligible costs of each such Project, with the balance of any such costs funded (i) by the respective Borrower or (ii) by supplemental loans from the Trust and the State in other annual New Jersey Environmental Infrastructure Financing Programs;

WHEREAS, the repayment obligation with respect to each Series 2010A Trust Loan was evidenced and secured by, as the case may be, a revenue bond issued by the respective authority Borrower and a private water company Borrower and a general obligation bond issued by the respective municipal Borrower (collectively, the “Series 2010A Borrower Trust Loan Bonds”), each in accordance with all applicable law;

WHEREAS, the repayment obligation with respect to each Series 2010A Fund Loan was evidenced and secured by, as the case may be, a revenue bond issued by the respective authority Borrower and a private water company Borrower and a general obligation bond issued by the respective municipal Borrower (collectively, the “Series 2010A Borrower Fund Loan Bonds”; the Series 2010A Borrower Trust Loan Bonds and the Series 2010A Borrower Fund Loan Bonds shall
be referred to collectively herein as the “Series 2010A Borrower Bonds”), each in accordance with all applicable law;

WHEREAS, the Series 2010A Bonds are principally secured by the Series 2010A Trust Loan repayment obligations of the Borrowers, as evidenced and secured by the Series 2010A Borrower Trust Loan Bonds;

WHEREAS, payment of the principal of and interest on the Series 2010A Bonds is also secured pursuant to the terms of that certain Master Program Trust Agreement, dated as of November 1, 1995, by and among the Trust, the State, United States Trust Company of New York, as Master Program Trustee thereunder, The Bank of New York (NJ) (predecessor to The Bank of New York Mellon), in several capacities thereunder, and First Fidelity Bank, N.A. (predecessor to U.S. Bank National Association), in several capacities thereunder, as amended and supplemented by that certain Agreement of Resignation of Outgoing Master Program Trustee, Appointment of Successor Master Program Trustee and Acceptance Agreement, dated as of November 1, 2002, by and among United States Trust Company of New York, as Outgoing Master Program Trustee, State Street Bank and Trust Company, N.A. (predecessor to U.S. Bank Trust National Association), as Successor Master Program Trustee, and the Trust, as further amended and supplemented by that certain First General Amendment to Master Program Trust Agreement, dated September 1, 2006, by and among the Trust, the State, U.S. Bank Trust National Association, as Master Program Trustee thereunder, Wachovia Bank, National Association (predecessor to U.S. Bank National Association), as Trustee and Loan Servicer, The Bank of New York (predecessor to The Bank of New York Mellon), as Trustee and Loan Servicer, and Commerce Bank, National Association (predecessor to TD Bank, National Association), as Loan Servicer, as the same may be amended and supplemented from time to time in accordance with its terms (as amended and supplemented, the “Master Program Trust Agreement”);

WHEREAS, the Trust has determined that net present value savings (the “Gross Savings”) can be achieved upon the defeasance and refunding of a portion of the Series 2010A Bonds that currently are outstanding, through the implementation of the hereinafter defined 2016 Refunding of the Series 2010A Bonds to be Refunded (net of all costs incurred in connection therewith, the “Savings”);

WHEREAS, Section 2.04(1) of the Original Series 2010A Bond Resolution and the terms of this Series 2016A-R4 Refunding Supplemental Bond Resolution (as hereinafter defined) authorize the issuance of the hereinafter defined Series 2016A-R4 Refunding Bonds as “Refunding Bonds” to achieve the 2016 Refunding of the Series 2010A Bonds to be Refunded upon satisfaction of certain conditions precedent thereto as set forth in Section 2.04(2) of the Original Series 2010A Bond Resolution;

WHEREAS, payment of the principal of and interest on the Series 2016A-R4 Refunding Bonds when due will be secured pursuant to the terms of the Master Program Trust Agreement;

WHEREAS, the Trust shall issue its “Environmental Infrastructure Refunding Bonds, Series 2016A-R4 (2010A Financing Program)”, to be dated the date of issuance thereof, with an exact aggregate principal amount and an exact dated date thereof to be determined by an
Authorized Officer of the Trust upon the issuance thereof in accordance with the terms of this Series 2016A-R4 Refunding Supplemental Bond Resolution (the “Series 2016A-R4 Refunding Bonds”), all pursuant to the terms of (i) the Original Series 2010A Bond Resolution, as amended and supplemented by this “Supplemental Bond Resolution Authorizing the Issuance of Environmental Infrastructure Refunding Bonds, Series 2016A-R4 (2010A Financing Program) of the New Jersey Environmental Infrastructure Trust”, adopted by the Trust on November 10, 2016, as amended and supplemented by a certificate of an Authorized Officer of the Trust, dated the date of issuance of the Series 2016A-R4 Refunding Bonds (as amended and supplemented, the “Series 2016A-R4 Refunding Supplemental Bond Resolution”; the Original Series 2010A Bond Resolution, as amended and supplemented by this Series 2016A-R4 Refunding Supplemental Bond Resolution and as the same may be further amended and supplemented from time to time in accordance with its terms, the “Series 2010A Bond Resolution”), (ii) the Act, and (iii) all other applicable law; provided, however, that, in the event that an Authorized Officer determines, after consultation with Bond Counsel and the Office of the Attorney General of the State, that it is in the best interests of the Trust to designate the Series 2016A-R4 Refunding Bonds as “Green Bonds”, such Series 2016A-R4 Refunding Bonds shall be designated by the title, “Environmental Infrastructure Refunding Bonds, Series 2016A-R4 (2010A Financing Program) (Green Bonds)”;

WHEREAS, upon issuance of the Series 2016A-R4 Refunding Bonds, the Trust shall establish an escrow fund (the “Defeased Series 2010A Bond Escrow Fund”) in accordance with the terms of that certain “Escrow Deposit Agreement, Series 2016A-R4 (2010A Financing Program)”, to be dated the date of issuance of the Series 2016A-R4 Refunding Bonds (as the same may be amended and supplemented from time to time in accordance with its terms, the “Defeased Series 2010A Bond Escrow Deposit Agreement”), by and between the Trust and U.S. Bank National Association, Morristown, New Jersey (the original Trustee pursuant to the Original Series 2010A Bond Resolution), as Defeased Series 2010A Bond Escrow Agent (or any successor thereto, the “Defeased Series 2010A Bond Escrow Agent”) thereunder;

WHEREAS, upon issuance of the Series 2016A-R4 Refunding Bonds, the Trust will cause a portion of the proceeds thereof to be deposited in the Defeased Series 2010A Bond Escrow Fund in an amount that, together with interest earned thereon as well as certain other available funds, will be sufficient to pay (i) all of the interest due and payable on March 1, 2017 through and including September 1, 2018 (the “Redemption Date”) on all or a portion of the outstanding Series 2010A Bonds otherwise maturing on September 1, 2019 through and including September 1, 2029 (collectively, the “Series 2010A Bonds to be Refunded”), (ii) all of the principal of the Series 2010A Bonds to be Refunded on the Redemption Date, and (iii) the redemption premium, if any, applicable to redeeming all of the Series 2010A Bonds to be Refunded on the Redemption Date (collectively, the “2016 Refunding of the Series 2010A Bonds to be Refunded”);

WHEREAS, upon issuance of the Series 2016A-R4 Refunding Bonds, the Trust will finance the 2016 Refunding of the Series 2010A Bonds to be Refunded with deposits into the Defeased Series 2010A Bond Escrow Fund, from the following sources: (i) from a portion (consisting of the majority share) of the proceeds of the Series 2016A-R4 Refunding Bonds, and (ii) from the immediate transfer of certain moneys remaining on deposit in certain funds and accounts established and existing under the Original Series 2010A Bond Resolution and held by U.S. Bank National Association, Morristown, New Jersey, as Trustee (or any successor thereto,
the “Trustee”) thereunder, all as set forth in this Series 2016A-R4 Refunding Supplemental Bond Resolution, a Certificate of an Authorized Officer of the Trust and, to the extent the 2016 Refunding of the Series 2010A Bonds to be Refunded is financed with deposits into the Defeased Series 2010A Bond Escrow Fund, in the Defeased Series 2010A Bond Escrow Deposit Agreement;

WHEREAS, upon issuance of the Series 2016A-R4 Refunding Bonds, the Trust, in accordance with the Act, the Series 2010A Bond Resolution, and a financial plan approved by the State Legislature in accordance with Section 23 of the Act will (i) issue the Series 2016A-R4 Refunding Bonds for the purpose of applying the primary share of the proceeds thereof toward the 2016 Refunding of the Series 2010A Bonds to be Refunded, (ii) apply the balance of the proceeds thereof to the payment of certain costs incurred in connection therewith, and (iii) pass on to each of the Borrowers their pro rata portion of the Savings achieved from the 2016 Refunding of the Series 2010A Bonds to be Refunded, such pro rata portion of the Savings to be applied as an additional credit to the existing Series 2010A Trust Loan repayment obligations of such Borrowers; provided, however, that an Authorized Officer of the Trust may withhold from the Borrowers a portion of the Savings, to the extent that it is reasonably required to reimburse the Trust for direct out of pocket costs of issuing the Series 2016A-R4 Refunding Bonds that have been paid by the Trust and not otherwise financed from the proceeds of the Series 2016A-R4 Refunding Bonds, the amount of which portion, if any, shall be set forth on the Savings Credit Schedules (as hereinafter defined) under the heading “Withheld Savings” (the “Withheld Savings”);

WHEREAS, in order to comply with Rule 15c2-12 promulgated by the Securities and Exchange Commission (the “SEC”) pursuant to the Securities Exchange Act of 1934, as amended and supplemented (the “Securities Exchange Act”), including any successor regulation or statute thereto (“Rule 15c2-12”), the Trust (i) has determined that the Program is and (ii) will determine whether certain Borrowers (the “Disclosure Borrowers”) and, if applicable, whether certain related local government units, are material “obligated persons” in connection with the issuance of the Series 2016A-R4 Refunding Bonds, as the term “obligated person” is defined in Rule 15c2-12, based upon criteria set forth in this Series 2016A-R4 Refunding Supplemental Bond Resolution;

WHEREAS, prior to or simultaneously with the issuance of the Series 2016A-R4 Refunding Bonds, each such Disclosure Borrower, if any, shall enter into a separate “Series 2016A-R4 Continuing Disclosure Agreement (2010A Financing Program)”, to be dated the date of issuance of the Series 2016A-R4 Refunding Bonds, with the Trustee and the Trust (as the same may be further amended and supplemented from time to time in accordance with their respective terms, the “Series 2016A-R4 Borrower Continuing Disclosure Agreements”), for the purpose of satisfying Rule 15c2-12, as Rule 15c2-12 may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction; and

WHEREAS, prior to or simultaneously with the issuance of the Series 2016A-R4 Refunding Bonds, the Trust shall enter into a “Series 2016A-R4 Trust Continuing Disclosure Agreement (2010A Financing Program)”, to be dated the date of issuance of the Series 2016A-R4 Refunding Bonds, with the Trustee (as the same may be further amended and supplemented from time to time in accordance with the terms thereof, the “Series 2016A-R4 Trust Continuing Disclosure Agreement”; the Series 2016A-R4 Borrower Continuing Disclosure Agreements and
the Series 2016A-R4 Trust Continuing Disclosure Agreement shall be referred to collectively herein as the “Series 2016A-R4 Continuing Disclosure Agreements”), for the purpose of satisfying Rule 15c2-12, as Rule 15c2-12 may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Trust as follows:
ARTICLE I

DEFINITIONS AND AUTHORITY FOR
SERIES 2016A-R4 REFUNDING SUPPLEMENTAL BOND RESOLUTION

SECTION 1.01. Definitions.

(A) As used in this Series 2016A-R4 Refunding Supplemental Bond Resolution, unless the context requires otherwise, all capitalized terms not defined herein shall have the meanings ascribed to such terms in Section 1.01 of the Original Series 2010A Bond Resolution, as amended and supplemented.

(B) The following capitalized terms set forth in this Series 2016A-R4 Refunding Supplemental Bond Resolution shall have the respective meanings ascribed to such terms in the recitals to this Series 2016A-R4 Refunding Supplemental Bond Resolution:

- Act
- Defeased Series 2010A Bond Escrow Agent
- Defeased Series 2010A Bond Escrow Deposit Agreement
- Defeased Series 2010A Bond Escrow Fund
- DEP
- Gross Savings
- Original Series 2010A Bond Resolution
- Projects
- Program
- Redemption Date
- Rule 15c2-12
- Savings
- SEC
- Securities Exchange Act
- Series 2010A Bond Resolution
- Series 2010A Bonds
- Series 2010A Bonds to be Refunded
- Series 2010A Borrower Bonds
- Series 2010A Borrower Fund Loan Bonds
- Series 2010A Borrower Trust Loan Bonds
- Series 2010A Fund Loans
- Series 2010A Trust Loans
- Series 2016A-R4 Continuing Disclosure Agreements
- Series 2016A-R4 Borrower Continuing Disclosure Agreements
- Series 2016A-R4 Refunding Bonds
- Series 2016A-R4 Refunding Supplemental Bond Resolution
- Series 2016A-R4 Trust Continuing Disclosure Agreement
- State
- Trust
- Trustee
2016 Refunding of the Series 2010A Bonds to be Refunded
Withheld Savings

(C) In addition, as used in this Series 2016A-R4 Refunding Supplemental Bond Resolution, unless the context requires otherwise, the following terms shall have the following meanings:

“Borrowers” shall mean individually or collectively, as the case may be, each local governmental unit and the private water company that previously received a Series 2010A Trust Loan and, in accordance with this Series 2016A-R4 Refunding Supplemental Bond Resolution, will receive its pro rata share of the Savings, less the Withheld Savings, if any.

“DTC” shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Series 2016A-R4 Refunding Bonds.

“DTC Representation Letter” means the agreement entered into by and between the Trust and DTC, detailing the rights, duties and obligations of the parties thereto relative to the Series 2016A-R4 Refunding Bonds.

“Savings Credit” shall mean the pro rata portion of the Savings, other than the Withheld Savings, if any, allocated by the Trust to each Borrower, as such pro rata portion shall be identified by the Trust in the Savings Credit Schedule, relating to each respective Borrower, under the column therein entitled “Savings Credit (Total)”.

“Savings Credit Schedule” shall mean collectively or individually, as the case may be, the schedule, prepared by or at the direction of the Trust with respect to each Borrower, demonstrating the Savings Credit and Withheld Savings, if any, such Savings Credit Schedule to be included by the Trust as an exhibit to that certain Certificate of an Authorized Officer of the Trust pursuant to Section 6.01 hereof.

“Trust Conditions Precedent” shall mean the written approval of the Governor and Treasurer of the State of this Series 2016A-R4 Refunding Supplemental Bond Resolution in satisfaction of the requirements of Section 4(j) of the Act.

(D) In addition, the definition of the following term in Section 1.01 of the Original Series 2010A Bond Resolution are hereby amended to the extent provided below:

The definition of “Bond Year” in Section 1.01 of the Original Series 2010A Bond Resolution is hereby amended to include at the end thereof the following:

“, and with respect to the Series 2016A-R4 Refunding Bonds, shall mean a period of 12 consecutive months beginning on September 1 of any calendar year and ending on August 31 of the immediately succeeding calendar year, except that the first Bond Year with respect to the Series 2016A-R4 Refunding Bonds shall be a
period commencing on the date of issuance of the Series 2016A-R4 Refunding
Bonds hereunder and ending on August 31, 2017."

SECTION 1.02. Authority for Supplemental Bond Resolution. This Series 2016A-R4
Refunding Supplemental Bond Resolution is adopted pursuant to and in accordance with the
provisions of the Act and Section 2.04 and Article XI of the Original Series 2010A Bond
Resolution, as amended and supplemented.
ARTICLE II

AUTHORIZATION AND DETAILS OF SERIES 2016A-R4 REFUNDING BONDS

SECTION 2.01. [Reserved].

SECTION 2.02. Issuance of Series 2016A-R4 Refunding Bonds; Parity Nature of Bonds; Savings.

(A) The Trust hereby declares the issuance of the Series 2016A-R4 Refunding Bonds to be an authorized undertaking of the Trust pursuant to the Act and Section 2.04(1) of the Original Series 2010A Bond Resolution, as amended and supplemented, and hereby authorizes and directs an Authorized Officer to execute and deliver all documents necessary or desirable in connection therewith.

(B) In accordance with the terms of the Series 2010A Bond Resolution, upon the issuance of the Series 2016A-R4 Refunding Bonds pursuant to the terms hereof, the Holders of the Series 2016A-R4 Refunding Bonds will be equally and ratably entitled to the benefit of the pledge of the Trust Estate under the Series 2010A Bond Resolution with the Holders of the Series 2010A Bonds that shall remain Outstanding (the “Outstanding Series 2010A Bonds”) and any other Series of Bonds to be issued pursuant to the Series 2010A Bond Resolution, including, without limitation, the moneys and securities in the Debt Service Fund and the rights to the Loan Repayments. Accordingly, each Series of Bonds that is Outstanding pursuant to the terms of the Series 2010A Bond Resolution shall be of equal rank without preference, priority or distinction as to lien or otherwise, except as may be expressly provided in the Series 2010A Bond Resolution.

(C) The Trust shall create two Loan Repayment schedules for each of the Series 2010A Trust Loans (collectively, the “Loan Repayment Schedules”): (i) the first, reflecting the Loan Repayments that are allocable to the Series 2016A-R4 Refunding Bonds until the maturity thereof; and (ii) the second, reflecting the Loan Repayments that are allocable to the Outstanding Series 2010A Bonds until the maturity thereof. At its election, the Trust may present such Loan Repayment Schedules in a consolidated format. In addition, the Trust shall prepare a consolidated schedule (the “Savings Credit Schedules”) that reflects the Savings to be realized by each Borrower with respect to its Series 2010A Trust Loan through the implementation of the 2016 Refunding of the Series 2010A Bonds to be Refunded. The Loan Repayment Schedules and the Savings Credit Schedule shall be provided by the Trust to each Borrower promptly following the issuance by the Trust of the Series 2016A-R4 Refunding Bonds. The Loan Repayments to be made by the Borrowers shall be allocated by the Trustee on a pro rata basis to the respective Accounts within the Revenue Fund relating to each Series of Bonds; thereafter, disbursements shall be made by the Trustee to the respective Accounts within the Debt Service Fund for each Series of Bonds for payment of the principal and redemption premium, if any, of and the interest on each such Series of Bonds.

(D) Upon issuance of the Series 2016A-R4 Refunding Bonds, the aggregate of the sum of the principal amount of the Series 2016A-R4 Refunding Bonds and the principal amount of the Outstanding Series 2010A Bonds (collectively, the “Outstanding Bonds”) shall be equal to or less
than the aggregate principal amount of the Series 2010A Borrower Trust Loan Bonds that are outstanding as of such date of issuance of the Series 2016A-R4 Refunding Bonds. Upon the allocation of the Savings to the Borrowers through the Savings Credits and to the Trust through the Withheld Savings, if any, the aggregate principal payment obligation of the Borrowers with respect to the aggregate Series 2010A Trust Loans (as evidenced and secured by the aggregate principal amount of the Series 2010A Borrower Trust Loan Bonds), net of the Savings Credits and the Withheld Savings, if any, to the extent as applied to the aggregate principal payment obligations of the Borrowers with respect to the aggregate Series 2010A Trust Loans, shall equal the aggregate principal amount of the Outstanding Bonds. Notwithstanding any provision to the contrary in the Series 2010A Bond Resolution and in light of the foregoing provisions of this subsection (D), to the extent there is an acceleration of the then Outstanding Bonds, the Trustee might receive Loan Repayments earmarked to pay the principal amount of the accelerated Outstanding Bonds in excess of said Outstanding Bonds. In such case, any such excess amount shall be deposited by the Trustee in the General Fund to be used by the Trust free and clear of any lien created under the Series 2010A Bond Resolution for any corporate purpose of the Trust.

(E) The Trustee shall take into account as a credit to the Loan Repayments otherwise due from the Borrower on each such Loan Repayment date the Savings, other than the Withheld Savings, if any, specified in such the Savings Credit Schedule.

(F) On the date that is no more than 180 days after the date of issuance of the Series 2016A-R4 Refunding Bonds, any moneys remaining in the Costs of Issuance Account in the Operating Expense Fund shall be paid by the Trust to the Trustee for deposit in the Debt Service Fund to be used to pay interest on the Series 2016A-R4 Refunding Bonds on the first available Interest Payment Date.

SECTION 2.03. Authorization and Terms of the Series 2016A-R4 Refunding Bonds.

(A) The Trust hereby authorizes the issuance of the Series 2016A-R4 Refunding Bonds in the aggregate principal amount not to exceed an amount such that the aggregate principal amount of the Outstanding Bonds equals the aggregate principal payment obligation of the Borrowers with respect to the aggregate Series 2010A Trust Loans (as evidenced and secured by the aggregate principal amount of the Series 2010A Borrower Trust Loan Bonds), (after taking into account the allocation of the Savings to the Borrowers through the Savings Credits and to the Trust through the Withheld Savings, if any, to the extent and as applied to the aggregate principal payment obligation of the Borrowers with respect to the aggregate Series 2010A Trust Loans, and in the exact principal amount as set forth in a Certificate of an Authorized Officer of the Trust pursuant to Section 6.01 hereof, for the following purposes: (i) the 2016 Refunding of the Series 2010A Bonds to be Refunded and (ii) the payment of certain expenses incurred in connection with the issuance of the Series 2016A-R4 Refunding Bonds. Notwithstanding any provision of this Section 2.03(A) or this Series 2016A-R4 Refunding Supplemental Bond Resolution to the contrary, the Series 2016A-R4 Refunding Bonds shall not be issued by the Trust until satisfaction in full of the Trust Conditions Precedent.

(B) The Series 2016A-R4 Refunding Bonds shall bear interest from the date of issuance thereof until final maturity (stated or otherwise) based upon the Outstanding principal amount
thereof at the per annum interest rates set forth below payable to the registered owners thereof as of each applicable Record Date and payable initially on March 1, 2017 and semiannually thereafter on March 1 and September 1 in each year until final maturity (stated or otherwise). Interest on the Series 2016A-R4 Refunding Bonds shall be calculated on the basis of a 360-day year consisting of twelve thirty-day months. The Series 2016A-R4 Refunding Bonds shall mature in the principal amounts and on September 1 in each of the years set forth below. The principal of and interest on the Series 2016A-R4 Refunding Bonds shall, except as provided in this subsection (B) and in subsection (C) and Section 2.08 below, be payable as otherwise provided in the Original Series 2010A Bond Resolution, as amended and supplemented. Except as provided in subsection (C) and Section 2.08 below, interest shall be paid to the registered owner as of the applicable Record Date by check mailed on any applicable Interest Payment Date.

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<tr>
<th>Year</th>
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(C) The Series 2016A-R4 Refunding Bonds shall be dated the date of issuance thereof, shall be numbered with the prefix 2016A-R4-R from 1 consecutively upward, and will be issued in fully registered form. When issued, the Series 2016A-R4 Refunding Bonds will be registered in the name of and held by Cede & Co., as the registered owner thereof and nominee for DTC. Upon issuance, the Series 2016A-R4 Refunding Bonds will be delivered to DTC in single denominations for each maturity thereof. Purchases of the Series 2016A-R4 Refunding Bonds will be made in book-entry form (without certificates) in denominations of $5,000 each or any integral multiple thereof. The Series 2016A-R4 Refunding Bonds will be issued in denominations of $5,000 each or any integral multiple thereof.

Notwithstanding any other provision in the Series 2010A Bond Resolution to the contrary, so long as DTC or its nominee, Cede & Co., is the registered owner of the Series 2016A-R4 Refunding Bonds, payments of the principal of and interest on the Series 2016A-R4 Refunding Bonds will be made directly to Cede & Co., as nominee for DTC, in accordance with the provisions of the DTC Representation Letter, and interest shall be paid on each Interest Payment Date by wire transfer from the Paying Agent to DTC. Disbursal of such payments to the DTC participants is the responsibility of DTC, and disbursal of such payments to the beneficial owners of the Series 2016A-R4 Refunding Bonds is the responsibility of the DTC participants.


(A) **Optional Redemption.** [The Series 2016A-R4 Refunding Bonds maturing on or before September 1, [2027] shall not be subject to redemption prior to their respective stated maturity dates. The Series 2016A-R4 Refunding Bonds maturing on or after September 1, [2028] shall be subject to redemption prior to their respective stated maturity dates, on or after September 1, [2027], at the option of the Trust, upon the terms set forth in this subsection and upon notice as provided in Article IV of the Original Series 2010A Bond Resolution, as amended and supplemented, either in whole on any date, or in part, by lot within any maturity or maturities determined by the Trust, on any Interest Payment Date, upon the payment of 100% of the principal amount thereof and accrued interest thereon to the date fixed for redemption.]

(B) **Mandatory Sinking Fund Redemption.** The Series 2016A-R4 Refunding Bonds are not subject to mandatory sinking fund redemption prior to their stated maturities.

SECTION 2.05. Form of Series 2016A-R4 Refunding Bonds. The Series 2016A-R4 Refunding Bonds shall be in substantially the form set forth in Section 14.01 of the Original Series 2010A Bond Resolution, as amended and supplemented, with such insertions, omissions or variations as may be necessary or appropriate to effectuate the purposes of this Series 2016A-R4 Refunding Supplemental Bond Resolution, including, without limitation, the dated dates, maturity dates, principal or sinking fund amounts, interest rates and redemption provisions set forth herein, and including, without limitation, the 2016 Refunding of the Series 2010A Bonds to be Refunded.

SECTION 2.06. Execution, Authentication and Delivery. The Chairman or Vice Chairman of the Trust are each hereby severally authorized to execute the Series 2016A-R4 Refunding Bonds, and the Secretary and Assistant Secretary of the Trust are hereby severally authorized to attest to the execution of the Series 2016A-R4 Refunding Bonds by the Chairman or Vice Chairman of the Trust and to affix the corporate seal of the Trust upon the Series 2016A-R4 Refunding Bonds, all in accordance with Article III of the Original Series 2010A Bond Resolution, as amended and supplemented. Following execution of the Series 2016A-R4 Refunding Bonds, any Authorized Officer is hereby authorized to deliver the Series 2016A-R4 Refunding Bonds to the Trustee for authentication. The Trustee is hereby authorized and directed to authenticate the Series 2016A-R4 Refunding Bonds in accordance with Article III of the Original Series 2010A Bond Resolution, as amended and supplemented, and thereafter deliver the Series 2016A-R4 Refunding Bonds to the Trust or purchaser thereof in accordance with a Certificate of an Authorized Officer, but such delivery shall not occur unless (i) the Trust Conditions Precedent have been satisfied in full and (ii) the provisions of Article II of the Original Series 2010A Bond Resolution, as amended and supplemented, regarding conditions precedent to the issuance of a Series of Bonds, have been satisfied in full.

SECTION 2.07. Refunding Bonds. After execution of the Series 2016A-R4 Refunding Bonds by the Trust as provided in the Series 2010A Bond Resolution and after the authentication and delivery thereof as also provided in the Series 2010A Bond Resolution, the Series 2016A-R4...
Refunding Bonds shall constitute Refunding Bonds in accordance with Article II of the Original Series 2010A Bond Resolution, as amended and supplemented.

SECTION 2.08. Book-Entry Format. The Series 2016A-R4 Refunding Bonds shall be registered in the name of Cede & Co., and shall be issued in accordance with the terms of the DTC Representation Letter and the provisions of Article II of the Original Series 2010A Bond Resolution, as amended and supplemented.
ARTICLE III

CREATION AND ESTABLISHMENT OF DEFASED SERIES 2010A BOND ESCROW FUND AND SEPARATE ACCOUNTS WITHIN ALL FUNDS; APPLICATION OF SERIES 2016A-R4 REFUNDING BOND PROCEEDS AND TAX CERTIFICATE

SECTION 3.01. Creation of Defeased Series 2010A Bond Escrow Fund, Separate Accounts within all Funds and Certain Other Accounts and Funds.

(A) The Trust hereby creates, and the Trustee shall establish, for the sole benefit of the Holders of the Series 2010A Bonds to be Refunded in accordance with the terms of the Defeased Series 2010A Bond Escrow Deposit Agreement, a special and irrevocable escrow fund designated “Defeased Environmental Infrastructure Bonds, Series 2010A Escrow Fund (2016)”.

(B) Section 5.01 of the Original Series 2010A Bond Resolution is hereby amended and supplemented as follows: The Trust hereby directs the Trustee to establish separate subaccounts, as necessary, for the Series 2016A-R4 Refunding Bonds within each Account created under the Series 2010A Bond Resolution that is held by the Trustee. The Trust hereby further directs the Trustee to establish separate Accounts, as necessary, for the Series 2016A-R4 Refunding Bonds within each Fund created under the Series 2010A Bond Resolution that is held by the Trustee. The Trust is hereby authorized and directed to establish separate subaccounts, as necessary, within each Account created under the Series 2010A Bond Resolution that is held by the Trust. The Trust is hereby authorized and directed to establish separate Accounts, as necessary, within each Fund created under the Series 2010A Bond Resolution that is held by the Trust.

SECTION 3.02. Amendment of Section 5.05 of the Original Series 2010A Bond Resolution. Section 5.07(1) of the Original Series 2010A Bond Resolution is hereby amended to include at the end thereof the following paragraph 7:

“7. On each Interest Payment Date, after giving effect to the transfers set forth in paragraphs (1) through (4) of this Section 5.05, the Trustee shall transfer from amounts in the SRF Account and the Non-SRF Account of the Revenue Fund to the Administrative Fee Account an amount equal to the aggregate of the Withheld Savings, if any, with respect to such Interest Payment Date, as set forth on the Savings Credit Schedules, which Withheld Savings, if any, shall be applied by the Trust in accordance with the provisions of Section 5.03(4) hereof.”

SECTION 3.03. [Reserved.].

SECTION 3.04. Application of the Proceeds of the Series 2016A-R4 Refunding Bonds and Other Moneys. The proceeds of the Series 2016A-R4 Refunding Bonds of $___________ (par of $__________, plus original issue premium of $__________, less underwriters’ discount of $__________) shall be received by the Trustee, and the Trustee shall deposit or transfer such proceeds, together with (i) such amounts on deposit in the respective Funds and Accounts under the Series 2010A Bond Resolution as shall be set forth in a Certificate of an Authorized Officer of
the Trust and (ii) such amounts to be paid by the Trust with respect to the costs of issuing the Series 2016A-R4 Refunding Bonds pursuant to Section 3.06 hereof (other than those such amounts paid directly by the Trust to a direct payee), into the Funds and Accounts as shall be set forth in a Certificate of an Authorized Officer of the Trust, to effect the 2016 Refunding of the Series 2010A Bonds to be Refunded; provided that the origin of moneys for such funds shall comply in all respects with the Series 2010A Bond Resolution, as amended and supplemented, and the Code.

SECTION 3.05. Tax Exempt Status of Series 2016A-R4 Refunding Bonds. The Trust covenants to comply with the provisions of the Code applicable to the Series 2016A-R4 Refunding Bonds and covenants not to take any action or fail to take any action that would cause the interest on the Series 2016A-R4 Refunding Bonds to become includable in gross income of the owners thereof for Federal income tax purposes under Section 103 of the Code or to become an item of tax preference under Section 57 of the Code for purposes of computing alternative minimum tax. In accordance therewith, the Trust hereby authorizes and directs an Authorized Officer to execute a tax certificate prior to the issuance of the Series 2016A-R4 Refunding Bonds in such form as specified by Bond Counsel to the Trust.

SECTION 3.06. Payment of Costs of Issuing the Series 2016A-R4 Refunding Bonds. In connection with the issuance of the Series 2016A-R4 Refunding Bonds, the Trust hereby severally authorizes and directs the Authorized Officers to pay to the Trustee or the direct payee, as appropriate, from amounts available to the Trust for such purposes, the sum required to pay those costs of issuing the Series 2016A-R4 Refunding Bonds that are not permitted to be paid from the proceeds of the Series 2016A-R4 Refunding Bonds pursuant to the Code, if any. The amount to be paid by the Trust pursuant to this Section 3.06, if any, shall be set forth in, and applied pursuant to, a Certificate of an Authorized Officer of the Trust.
ARTICLE IV

APPOINTMENT OF TRUSTEE, PAYING AGENT AND
DEFEASED SERIES 2010A BOND ESCROW AGENT

SECTION 4.01. Appointment of Trustee. U.S. Bank National Association, Morristown, New Jersey, is hereby appointed Trustee for the holders of the Series 2016A-R4 Refunding Bonds. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the terms of the Series 2010A Bond Resolution by executing the certificate of authentication endorsed upon the Series 2016A-R4 Refunding Bonds upon the original issuance thereof. All of the provisions set forth in Article X or otherwise of the Original Series 2010A Bond Resolution, as amended and supplemented, relating to the Trustee shall be applicable to the Trustee with respect to the Series 2016A-R4 Refunding Bonds as if fully set forth herein.

SECTION 4.02. Appointment of Paying Agent. U.S. Bank National Association, Morristown, New Jersey, is hereby appointed Paying Agent for the Series 2016A-R4 Refunding Bonds. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the terms of the Series 2010A Bond Resolution by executing and delivering a written acceptance thereof to the Trust and to the Trustee. The Trustee may be appointed and may serve as Paying Agent for the Series 2016A-R4 Refunding Bonds. All of the provisions set forth in Article X or otherwise of the Original Series 2010A Bond Resolution, as amended and supplemented, relating to the Paying Agent shall be applicable to the Paying Agent with respect to the Series 2016A-R4 Refunding Bonds as if fully set forth herein.

SECTION 4.03. Appointment of Defeased Series 2010A Bond Escrow Agent. U.S. Bank National Association, Morristown, New Jersey, is hereby appointed Defeased Series 2010A Bond Escrow Agent for the Series 2010A Bonds to be Refunded. In such event, the Defeased Series 2010A Bond Escrow Agent shall signify its acceptance of the duties and obligations imposed upon it by the terms of the Defeased Series 2010A Bond Escrow Deposit Agreement by executing and delivering same.
ARTICLE V

DEFEASED SERIES 2010A BOND ESCROW DEPOSIT AGREEMENT,
SERIES 2016A-R4 CONTINUING DISCLOSURE AGREEMENTS,
OFFICIAL STATEMENT AND SALE OF THE SERIES 2016A-R4 REFUNDING BONDS

SECTION 5.01. Defeased Series 2010A Bond Escrow Deposit Agreement and Series 2016A-R4 Continuing Disclosure Agreements.

(A) The Trust hereby severally authorizes any Authorized Officer to execute, deliver and perform the duties and obligations of the Trust pursuant to the terms of the Defeased Series 2010A Bond Escrow Deposit Agreement and the Series 2016A-R4 Continuing Disclosure Agreements, each in the form attached hereto as Exhibit A, with such changes thereto as shall be within the constraints set forth herein and as shall be determined exclusively by the Authorized Officer, after consultation with Bond Counsel and the Office of the Attorney General of the State, which determination shall be conclusively evidenced by the Authorized Officer’s execution and delivery thereof. Such Authorized Officer and any other Authorized Officer shall also take all other actions and execute any other documents, agreements, certificates or other instruments deemed necessary, convenient or desirable by such Authorized Officer or any such other Authorized Officer to consummate the transactions contemplated hereby and by such Defeased Series 2010A Bond Escrow Deposit Agreement and Series 2016A-R4 Continuing Disclosure Agreements; provided, however, that the Defeased Series 2010A Bond Escrow Deposit Agreement shall in any event conform with all of the requirements for the defeasance of the Series 2010A Bonds to be Refunded as set forth in the Series 2010A Bond Resolution, particularly Article XII of the Original Series 2010A Bond Resolution, as amended and supplemented, and such Defeased Series 2010A Bond Escrow Deposit Agreement and Series 2016A-R4 Continuing Disclosure Agreements shall otherwise conform in all material respects to the provisions of this Article V.

(B) The delegation to the Authorized Officers set forth in subsection (A), above, of this Section 5.01, authorizing such Authorized Officer to take all actions deemed necessary, convenient or desirable by such Authorized Officer to consummate the transactions contemplated hereby and by the Defeased Series 2010A Bond Escrow Deposit Agreement shall include, without limitation, authorization to purchase Investment Securities (including, without limitation, United States Treasury Obligations – State and Local Government Series issued or held in book-entry form on the books of the Department of the Treasury of the United States), such purchase to be undertaken either directly or through the subscription services of professional advisors to the Trust, including, without limitation, the financial advisor to the Trust, in connection with the investment of the Defeased Series 2010A Bond Escrow Fund established in accordance with the terms of the Defeased Series 2010A Bond Escrow Deposit Agreement, as applicable, and such Authorized Officer shall undertake whatever method of acquisition of such Investment Securities is deemed in compliance with (i) the provisions of the Series 2010A Bond Resolution, (ii) applicable law, including, without limitation, the Act, and (iii) the then-current investment policy of the Trust, provided that such Authorized Officer has consulted with counsel and other applicable professional advisors to the Trust.
SECTION 5.02. Appointment of Verification Agent. The Authorized Officers are hereby severally authorized and directed, in consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, to secure the appointment of an independent nationally recognized certified public accountant, which shall, in accordance with the requirements of Section 2.04(e) of the Original Series 2010A Bond Resolution, as amended and supplemented, prepare and deliver to the Trust and the Trustee a verification report with respect to the matters set forth in Sections 2.04(c), 2.04(d), and, if applicable, 2.04(f) of the Original Series 2010A Bond Resolution, as amended and supplemented.

SECTION 5.03. Preliminary Official Statement.

(A) The Authorized Officers are hereby severally authorized and directed, subsequent to (i) the satisfaction in full of the Trust Conditions Precedent and (ii) the satisfaction in full of all other legal conditions precedent to the delivery of the preliminary official statement relating to the Series 2016A-R4 Refunding Bonds (the “Preliminary Official Statement) by the Trust, as such satisfaction shall be determined by the Authorized Officer in consultation with Bond Counsel and the Office of the Attorney General of the State, to “deem final” the Preliminary Official Statement in accordance with the provisions of Rule 15c2-12 and deliver the Preliminary Official Statement in the form and with such provisions as the Authorized Officer, after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, deems in his sole discretion to be necessary or desirable for the delivery thereof, which delivery thereof by the Authorized Officer shall conclusively evidence his consent to the provisions thereof.

(B) The Authorized Officers are hereby severally authorized and directed to execute any certificate or document, including, without limitation, the Series 2016A-R4 Continuing Disclosure Agreements, and to take such other actions as may be necessary, relating to any statutes, rules or other procedures of the SEC, the Municipal Securities Rulemaking Board or any state securities entity, that the Authorized Officer, after consultation with Bond Counsel and the Office of the Attorney General of the State, deems necessary or desirable to effect the issuance, marketing and sale of the Series 2016A-R4 Refunding Bonds, and the transactions contemplated by the Preliminary Official Statement, including, without limitation, Rule 15c2-12.

SECTION 5.04. Official Statement. The Authorized Officers are hereby severally authorized and directed to execute and deliver a final official statement (the “Official Statement”) in substantially similar form to the Preliminary Official Statement, with such changes to reflect the final pricing as set forth in any documents relating to the sale of the Series 2016A-R4 Refunding Bonds and to reflect any other changes required under any applicable securities laws, rules or regulations as set forth in Section 5.03 hereof as the Authorized Officer, after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, deems in his sole discretion to be necessary or desirable to effect the issuance of the Series 2016A-R4 Refunding Bonds and the transactions contemplated by the Official Statement, which delivery thereof by the Authorized Officer shall conclusively evidence his consent to the provisions thereof.

SECTION 5.05. Sale of the Series 2016A-R4 Refunding Bonds.
(A) The Authorized Officers are hereby severally authorized and directed to cause to be published and disseminated in connection with the marketing and sale of the Series 2016A-R4 Refunding Bonds a notice of sale with respect to the Series 2016A-R4 Refunding Bonds (the “Notice of Sale”), which Notice of Sale shall set forth, *inter alia*, the following terms and provisions, which terms and provisions shall be determined by the Authorized Officer after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust: (i) a summary of the terms of the Series 2016A-R4 Refunding Bonds; (ii) the criteria pursuant to which the award of the Series 2016A-R4 Refunding Bonds shall be made by the Trust; (iii) the date and time at which proposals for the purchase of the Series 2016A-R4 Refunding Bonds shall be accepted by the Trust; and (iv) the method by which the bidders for the purchase of the Series 2016A-R4 Refunding Bonds shall submit their proposals, which proposals shall be submitted to the Trust, in compliance with the Notice of Sale, via a written proposal for Series 2016A-R4 Refunding Bonds (the “Proposal for Bonds”).

(B) The Authorized Officers are hereby severally authorized and directed to cause (i) the Notice of Sale and the Proposal for Bonds to be disseminated simultaneously with the dissemination of the Preliminary Official Statement and (ii) a summary of the Notice of Sale to be published in compliance with Section 6(d) of the Act at least once in at least three newspapers published in the State and at least once in a publication carrying municipal bond notices and devoted primarily to financial news published in the State or in the City of New York, the first summary Notice of Sale to be published at least five (5) days prior to the date established by the Notice of Sale for the sale of the Series 2016A-R4 Refunding Bonds.

(C) On the date and time established therefore in the Notice of Sale, the Proposals for Bonds shall be received and accepted by the Authorized Officer. Upon receipt and acceptance of the Proposals for Bonds, the Authorized Officers are hereby severally authorized and directed to open such Proposals for Bonds and, after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, accept the successful Proposal for Bonds, such successful Proposal for Bonds to be determined based upon compliance with the terms of the Notice of Sale relating to the award of the Series 2016A-R4 Refunding Bonds and after consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust.

(D) The Authorized Officers are hereby severally authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the marketing and sale of the Series 2016A-R4 Refunding Bonds, including, without limitation, such other actions as may be necessary in connection with the conduct of informational investment meetings; provided, however, that in each such instance the Authorized Officers shall comply with the provisions of this Section 5.05 and shall consult with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust with respect thereto.

(E) In the event that an Authorized Officer determines, after consultation with Bond Counsel and the Office of the Attorney General of the State, that it is in the best interests of the Trust, and the marketing and sale of the Series 2016A-R4 Refunding Bonds, to designate the Series

SECTION 5.06. Attestation. The Secretary and Assistant Secretary of the Trust are hereby severally authorized and directed, where deemed necessary, desirable or convenient to effect the 2016 Refunding of the Series 2010A Bonds to be Refunded in the sole discretion of an Authorized Officer after consultation with Bond Counsel and the Office of the Attorney General of the State, to attest to the execution by any such Authorized Officer of any such documents, instruments or certificates executed by any such Authorized Officer pursuant to this Article V, and to affix the corporate seal of the Trust upon any such document, instrument or certificate.

SECTION 5.07. Electronic Dissemination of the Preliminary Official Statement; Electronic Acceptance of Proposals for Bonds; Electronic Dissemination of the Official Statement.

(A) Notwithstanding any provision of this Series 2016A-R4 Refunding Supplemental Bond Resolution to the contrary, the Authorized Officers are hereby severally authorized at their discretion to disseminate the Preliminary Official Statement via electronic medium, in addition to or in lieu of physical, printed medium; provided, however, that in disseminating the Preliminary Official Statement via such medium, such Authorized Officer shall otherwise fully comply with the provisions of Section 5.03 hereof.

(B) In complying with the provisions of Section 5.05 hereof, the Authorized Officers are hereby severally authorized at their discretion to accept Proposals for Bonds and complete the award of the Series 2016A-R4 Refunding Bonds, pursuant to the terms and provisions of the Notice of Sale, by means of electronic media; provided that, with respect to the selection of the particular electronic media and the implementation of the procedures for the exercise thereof, the Authorized Officer shall consult with counsel and other appropriate professional advisors to the Trust with respect thereto.

(C) Notwithstanding any provision of this Series 2016A-R4 Refunding Supplemental Bond Resolution to the contrary, the Authorized Officers are hereby severally authorized at their discretion to disseminate the Official Statement via electronic medium, in addition to or in lieu of physical, printed medium; provided, however, that in disseminating the Official Statement via such medium, such Authorized Officer shall otherwise fully comply with the provisions of Section 5.04 hereof.
ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Certificate of an Authorized Officer Amending and Supplementing this Series 2016A-R4 Refunding Supplemental Bond Resolution. Notwithstanding any other provision herein to the contrary, the Series 2016A-R4 Refunding Bonds shall not be issued until the Trustee receives a Certificate of an Authorized Officer setting forth (i) the aggregate principal amount of Series 2016A-R4 Refunding Bonds to be issued, (ii) as applicable, the interest rates, principal amounts maturing, dated date, term of capitalized interest, redemption premiums, sinking fund installments, sinking fund payment dates, other redemption terms applicable to the Series 2016A-R4 Refunding Bonds and the amounts and sources of funds to be deposited in the Defeased Series 2010A Bond Escrow Fund (iii) any changes to the Series 2010A Bond Resolution required (1) by any Rating Agency rating the Series 2016A-R4 Refunding Bonds or (2) to ensure that interest is excludable from the gross income of the Holders of the Series 2016A-R4 Refunding Bonds pursuant to the Code, (iv) that the amount of Savings is equal to or greater than three percent (3%) of the principal amount of the Series 2010A Bonds to be Refunded on a net present value basis, (v) the Savings Credit Schedules and the Withheld Savings, if any, relating to each respective Borrower, (vi) the Disclosure Borrowers, if any, as determined pursuant to the criteria set forth in Section 6.05 hereof, and (vii) subject to the parameters set forth in the definition of Series 2016A-R4 Refunding Bonds herein and upon the advice of Trust counsel and its professional advisors, the addition to, deletion from or modification of any financial term or any term remaining in blanks or brackets in this Series 2016A-R4 Refunding Supplemental Bond Resolution, as originally adopted on November 10, 2016, deemed necessary, desirable or convenient by any such Authorized Officer to sell the Series 2016A-R4 Refunding Bonds at the lowest cost and with the greatest Savings to effect the 2016 Refunding of the Series 2010A Bonds to be Refunded, the contents of which Certificate may be incorporated in this Series 2016A-R4 Refunding Supplemental Bond Resolution, as amended and supplemented. The Authorized Officer executing any such Certificate shall report the substance of such Certificate to the members of the Trust at their next public meeting.

SECTION 6.02. Series 2016A-R4 Refunding Supplemental Bond Resolution to Govern. To the extent that the provisions of this Series 2016A-R4 Refunding Supplemental Bond Resolution are inconsistent with the provisions of the Original Series 2010A Bond Resolution, the provisions of this Series 2016A-R4 Refunding Supplemental Bond Resolution shall control.

SECTION 6.03. Incidental Action. The Authorized Officers are hereby severally authorized and directed to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order (i) to effectuate the sale and issuance of the Series 2016A-R4 Refunding Bonds, (ii) to effect the 2016 Refunding of the Series 2010A Bonds to be Refunded, and (iii) to maintain the exclusion from gross income under Section 103 of the Code of the interest on the Series 2016A-R4 Refunding Bonds and the Series 2010A Bonds to be Refunded (including the preparation and filing of any information reports or other documents with respect

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SECTION 6.04. Series 2016A-R4 Refunding Supplemental Bond Resolution Amendments. This Series 2016A-R4 Refunding Supplemental Bond Resolution may be amended and supplemented prior to the issuance of the Series 2016A-R4 Refunding Bonds by a Certificate of an Authorized Officer contemplated by Section 6.01 hereof without any further compliance with the provisions for adoption of a supplemental resolution under the Original Series 2010A Bond Resolution, as amended and supplemented, including, without limitation, Article XI thereof. All other amendments and supplements hereto shall be effected in accordance with the terms of the Series 2010A Bond Resolution relating to the amendment or supplement to a Supplemental Resolution.

SECTION 6.05. Continuing Disclosure. Prior to the issuance of the Series 2016A-R4 Refunding Bonds, the Trust, pursuant to the sole discretion of an Authorized Officer of the Trust, in consultation with Bond Counsel and the Office of the Attorney General of the State and other appropriate professional advisors to the Trust, shall determine if any Borrower is a material "obligated person" within the meaning and for the purposes of Rule 15c2-12, based upon the following criteria hereby established as the means of satisfying the meaning and purposes of Rule 15c2-12: Borrowers shall be considered to be material "obligated persons" if their remaining Fund Loan repayments in all Coverage Providing Financing Programs (unless defined in this Section 6.05, capitalized terms not defined in this Series 2016A-R4 Refunding Supplemental Bond Resolution and used in this Section 6.05 shall have the respective meanings ascribed to such terms in the Master Program Trust Agreement), when aggregated with such Borrower’s remaining Series 2010A Trust Loan repayments, exceed ten percent (10%) of the sum of (i) the aggregate of all remaining Fund Loan repayments from all Borrowers in all Coverage Providing Financing Programs and (ii) the aggregate of all remaining Series 2010A Trust Loan repayments from all Borrowers.

To the extent any Borrowers that have been determined to be material “obligated persons” within the meaning and for the purposes of Rule 15c2-12 have entered into Service Agreements with Underlying Government Units and if any such Underlying Government Units have entered into Service Agreements with Indirect Underlying Government Units (as such terms are defined in the Series 2010A Trust Loan Agreements) whereby annual charges or indirect annual charges, as the case may be, materially secure the remaining Series 2010A Fund Loan repayments and the Series 2010A Trust Loan repayments of any such Borrowers to such extent that such annual and indirect annual charges would in and of themselves exceed the ten percent (10%) test described above, any such Underlying Government Unit and Indirect Underlying Government Unit shall also be considered material “obligated persons” within the meaning and for the purposes of Rule 15c2-12.

Any Borrower determined to be a material “obligated person” based upon the criteria set forth herein shall be required to enter into a Series 2016A-R4 Borrower Continuing Disclosure Agreement with respect to the obligation of such Borrower and any Underlying Government Unit or Indirect Underlying Government Unit, if applicable, with a term as specified therein, by and among such Borrower, the Trust and the Trustee, substantially in the form attached hereto as
Exhibit A, with such changes therein as shall be approved by the Trust as evidenced by the execution thereof by an Authorized Officer of the Trust.

The Trust hereby determines that it is not an "obligated person". The Trust hereby determines that the Program is an “obligated person”. Accordingly, the Trust hereby covenants to provide on behalf of the Program notice of Bond Disclosure Events (as defined in the Series 2016A-R4 Trust Continuing Disclosure Agreement), if material, with respect to the Series 2016A-R4 Refunding Bonds to each Nationally Recognized Municipal Securities Information Repository recognized by the SEC or the Municipal Securities Rulemaking Board and the State Information Depository, if any, recognized by the SEC.

Notwithstanding any provision to the contrary in Article XI of the Original Series 2010A Bond Resolution, as amended and supplemented, the Trust may amend or supplement this Section 6.05 to comply with any amendment, supplement, modification, termination, interpretation or other change to Rule 15c2-12.

SECTION 6.06. [Reserved.]

SECTION 6.07. Effective Date. This Series 2016A-R4 Refunding Supplemental Bond Resolution shall take effect in accordance with paragraphs i and j of Section 4 of Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey, as amended and supplemented, which provisions include, without limitation, the requirement that the Governor and Treasurer of the State approve this Series 2016A-R4 Refunding Supplemental Bond Resolution.
EXHIBIT A

FORMS OF DEFEASED SERIES 2010A BOND ESCROW DEPOSIT AGREEMENT AND SERIES 2016A-R4 CONTINUING DISCLOSURE AGREEMENT
ESCROW DEPOSIT AGREEMENT,
SERIES 2016A-R_(_____ FINANCING PROGRAM)

Dated _________, 2016

between

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

and

U.S. BANK NATIONAL ASSOCIATION,
as Defeased Series _____ Bond Escrow Agent
ESCROW DEPOSIT AGREEMENT,
SERIES 2016A-R_ (____ FINANCING PROGRAM)

THIS ESCROW DEPOSIT AGREEMENT, SERIES 2016A-R_ (____ FINANCING PROGRAM), dated _______, 2016, by and between NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, a public body corporate and politic with corporate succession, duly created and validly existing under the laws of the State of New Jersey, and U.S. BANK NATIONAL ASSOCIATION, as Defeased Series _____ Bond Escrow Agent;

W I T N E S S E T H:

WHEREAS, on ___________ __, _________, the New Jersey Environmental Infrastructure Trust, a public body corporate and politic with corporate succession (the "Trust"), duly created and validly existing under the laws of the State of New Jersey (the "State"), including, without limitation, the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same may be amended and supplemented from time to time (the "Act"), issued its "Environmental Infrastructure Bonds, Series _____" dated ___________ __, ___________ (the "Series _____ Bonds") in accordance with the provisions of the "Environmental Infrastructure Bond Resolution, Series _____" of the Trust duly adopted by the Trust on ___________ __, ___________ (the "Original _____ Bond Resolution"), the Act and all other applicable law;

WHEREAS, the primary share of the proceeds of the Series _____ Bonds were applied by the Trust to the making of loans (the "Series _____ Trust Loans") to each of the Series _____ Borrowers (as defined in the hereinafter defined Series 2016A-R_ Refunding Supplemental Bond Resolution) to finance or refinance approximately half of the then eligible costs for the acquisition, construction, renovation and installation of their respective environmental infrastructure system projects (the "Projects"), all in accordance with the New Jersey Environmental Infrastructure Financing Program, Series ____, created by the State to implement the Federally financed State Revolving Loan Program in the State (the "Program");

WHEREAS, the State, acting by and through the New Jersey Department of Environmental Protection (the "DEP"), simultaneously made a companion loan (the "Series _____ Fund Loans") to each of the Series _____ Borrowers for the balance of the then eligible costs of each such Project, with the balance of any such costs funded by the Series _____ Borrowers or by supplemental loans from the Trust and the State in other Programs;

WHEREAS, the Series _____ Trust Loans were evidenced by revenue bonds issued by authority Series _____ Borrowers and, if other Series _____ Borrowers received Series _____ Trust Loans, by general obligation bonds issued by such other Series _____ Borrowers (collectively, the "Series _____ Local Unit Trust Loan Bonds") in accordance with all applicable law;

WHEREAS, the Series _____ Fund Loans were evidenced by revenue bonds issued by authority Series _____ Borrowers and, if other Series _____ Borrowers received Series _____ Fund Loans, by general obligation bonds issued by such other Series _____ Borrowers (collectively, the "Series _____ Local Unit Fund Loan Bonds") in accordance with all applicable law;

WHEREAS, on ___________ __, _________, the New Jersey Environmental Infrastructure Trust, a public body corporate and politic with corporate succession (the "Trust"), duly created and validly existing under the laws of the State of New Jersey (the "State"), including, without limitation, the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same may be amended and supplemented from time to time (the "Act"), issued its "Environmental Infrastructure Bonds, Series _____" dated ___________ __, ___________ (the "Series _____ Bonds") in accordance with the provisions of the "Environmental Infrastructure Bond Resolution, Series _____" of the Trust duly adopted by the Trust on ___________ __, ___________ (the "Original _____ Bond Resolution"), the Act and all other applicable law;
Loans, by general obligation bonds issued by such other Series _____ Borrowers (collectively, the "Series _____ Local Unit Fund Loan Bonds", and together with the Series _____ Local Unit Trust Loan Bonds, the "Series _____ Local Unit Bonds") in accordance with all applicable law;

WHEREAS, the Series ____ Bonds are principally secured by the Series ____ Trust Loan repayment obligations of the Series _____ Borrowers as evidenced by the Series ____ Local Unit Trust Loan Bonds;

WHEREAS, the Trust has determined that net present value savings (the "Gross Savings") can be achieved upon the defeasance and advance refunding of that portion of the Series ____ Bonds defined below as the Series ____ Bonds to be Refunded through the implementation of the hereinafter defined 2016 Refunding of the Series ____ Bonds to be Refunded (net of all costs incurred in connection therewith, the "Savings");

WHEREAS, Section 2.04(1) of the Original Series ____ Bond Resolution and the terms of the Series 2016A-R_ Refunding Supplemental Bond Resolution permit the issuance of a portion of the hereinafter defined Series 2016A-R_ Refunding Bonds in the aggregate principal amount of $_________ (the “Allocable Portion”) as "Additional Bonds" to achieve the 2016 Refunding of the Series ____ Bonds to be Refunded upon satisfaction of certain conditions precedent thereto as set forth in Section 2.04(2) of the Original Series ____ Bond Resolution;

WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, a portion of the Series ____ Bonds will remain Outstanding;

WHEREAS, on _______ __, 2016, the Trust shall issue its "Environmental Infrastructure Refunding Bonds, Series 2016A-R_" to be dated _______, 2016 in an aggregate principal amount of $_________ (the "Series 2016A-R_ Refunding Bonds"), the Allocable Portion of which shall be issued pursuant to the terms of (i) the Original Series ____ Bond Resolution, as amended and supplemented by the "Supplemental Bond Resolution Authorizing the Issuance of Environmental Infrastructure Refunding Bonds, Series 2016A-R_ of the New Jersey Environmental Infrastructure Trust" adopted by the Trust on __________, as amended and supplemented by a certificate of an Authorized Officer of the Trust dated ________ __, 2016 (the "Series 2016A-R_ Refunding Supplemental Bond Resolution," and together with the Original Series ____ Bond Resolution, and as the same may be further amended and supplemented from time to time in accordance with its terms, the "Series ____ Bond Resolution"), (ii) the Act, and (iii) all other applicable law;

WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, the Trust shall establish an escrow fund (the "Defeased Series ____ Bond Escrow Fund") in accordance with the terms of this "Escrow Deposit Agreement, Series 2016A-R_ (____ Financing Program)" dated _______, 2016 (as the same may be amended and supplemented from time to time in accordance with its terms, the "Defeased Series ____ Bond Escrow Deposit Agreement") by and between the Trust and _____________________, __________, New Jersey (the original trustee under the Original Series ____ Bond Resolution), as Defeased Series ____ Bond Escrow Agent (or any successor thereto, the "Defeased Series ____ Bond Escrow Agent") thereunder;
WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, the Trust will cause moneys to be deposited in the Defeased Series ____ Bond Escrow Fund in an amount that, together with interest earned thereon, will be sufficient to pay (i) all of the interest due and payable on ____________ (the “Redemption Date”) on the Outstanding Series ____ Bonds otherwise maturing on September 1, ____ through and including September 1, ____ (such portion of each such maturity being identified in Schedule A attached hereto) (collectively, the “Series ____ Bonds to be Refunded”) and (ii) all of the principal of the Series ____ Bonds to be Refunded on the Redemption Date (collectively, the “2016 Refunding of the Series ____ Bonds to be Refunded”);

WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, the Trust will finance the 2016 Refunding of the Series ____ Bonds to be Refunded with deposits into the Defeased Series ____ Bond Escrow Fund from the following sources: (i) from the primary share of the proceeds of the Series 2016A-R_ Refunding Bonds and (ii) from the immediate transfer of certain moneys remaining on deposit in certain funds and accounts established and existing under the Original Series ____ Bond Resolution by U.S. Bank National Association, Morristown, New Jersey, as Trustee (or any successor thereto, the "Trustee") thereunder, all as set forth in the Series 2016A-R_ Refunding Supplemental Bond Resolution and in this Defeased Series ____ Bond Escrow Deposit Agreement; and

WHEREAS, upon issuance of the Series 2016A-R_ Refunding Bonds, the Trust, in accordance with the Act, the Series ____ Bond Resolution and a financial plan approved by the State Legislature in accordance with Section 23 of the Act, will (i) issue the Series 2016A-R_ Refunding Bonds for the purpose of applying the primary share of the _____ Allocable Portion thereof toward the 2016 Refunding of the Series ____ Bonds to be Refunded and (ii) apply the balance of the proceeds thereof to the payment to the Series ____ Borrowers of their pro-rata portion of the Savings (i.e., 100%) achieved from the 2016 Refunding of the Series ____ Bonds to be Refunded.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:
SECTION 1. Definitions.

(a) The following capitalized terms set forth herein shall have the respective meanings ascribed to such terms in the recitals hereof:

Act
Defeased Series ____ Bond Escrow Agent
Defeased Series ____ Bond Escrow Deposit Agreement
Defeased Series ____ Bond Escrow Fund
DEP
Original ____ Bond Resolution
Projects
Program
Redemption Date
Rule 15c2-12
Savings
SEC
Securities Exchange Act
Series ____ Bond Resolution
Series ____ Bonds
Series ____ Bonds to be Refunded
Series ____ Fund Loans
Series ____ Local Unit Bonds
Series ____ Local Unit Fund Loan Bonds
Series ____ Local Unit Trust Loan Bonds
Series ____ Trust Loans
Series 2016A-R_ Continuing Disclosure Agreements
Series 2016A-R_ Refunding Bonds
Series 2016A-R_ Refunding Supplemental Bond Resolution
State
Trust
Trustee
_____ Allocable Portion
2016 Refunding of the Series ____ Bonds to be Refunded

(b) All other capitalized terms set forth herein shall have the respective meanings ascribed to such terms herein.

SECTION 2. Defeased Series ____ Bond Escrow Fund.

Pursuant to Section 3.01(A)(__) of the Series 2016A-R_ Refunding Supplemental Bond Resolution, the Trust has created and established with the Defeased Series ____ Bond Escrow Agent a special and irrevocable escrow fund designated "Defeased Environmental Infrastructure Bonds, Series ____ Escrow Fund (2016)" (the "Defeased Series ____ Bond Escrow Fund") to be held by the Defeased Series ____ Bond Escrow Agent as a trust fund for the benefit of the holders of the Series ____ Bonds to be Refunded. The Defeased Series ____ Bond Escrow Fund shall be held by the
Defeased Series ____ Bond Escrow Agent separate and apart from all other funds of the Trust and the Defeased Series ____ Bond Escrow Agent. For all purposes hereunder and in accordance with Article XII of the Original Series ____ Bond Resolution, as amended and supplemented, the Defeased Series ____ Bond Escrow Agent is acting as agent for the Trustee.

SECTION 3. Receipt of Funds.

(a) The Defeased Series ____ Bond Escrow Agent hereby acknowledges receipt on __________, 2016 from the Trustee of $______________, consisting of (i) $____________ on deposit in the Rebate Fund, created and existing under the Series ____ Bond Resolution; and (ii) $____________ on deposit in the Project Fund, created and existing under the Series ____ Bond Resolution ($____________ from the Project Fund being attributable to the ___________________; and $____________ from the Project Fund being attributable to the ___________________); for immediate transfer to the Defeased Series ____ Bond Escrow Agent for deposit in the Defeased Series ____ Bond Escrow Fund, all as required by Section 3.02(B) of the Series 2016A-R_ Refunding Supplemental Bond Resolution.

(b) In accordance with the terms of a Certificate of an Authorized Officer of the Trust delivered pursuant to Section 3.02(B) of the Series 2016A-R_ Refunding Supplemental Bond Resolution, simultaneously with the execution and delivery hereof, the Trustee has received from the purchasers of the Series 2016A-R_ Refunding Bonds in immediately available funds for immediate transfer to the Defeased Series ____ Bond Escrow Agent for deposit in the Defeased Series ____ Bond Escrow Fund the sum of $___________ as required by such Certificate. The Defeased Series ____ Bond Escrow Agent hereby acknowledges receipt on __________, 2016 of such moneys from the Trustee.

(c) Accordingly, on __________, 2016, the Defeased Series ____ Bond Escrow Agent hereby acknowledges the collective receipt of $____________ for immediate transfer to or deposit in the Defeased Series ____ Bond Escrow Fund, all as required by a Certificate of an Authorized Officer of the Trust delivered pursuant to Section 3.02(B) of the Series 2016A-R_ Refunding Supplemental Bond Resolution.

SECTION 4. Deposit of Funds and Purchase of Defeasance Securities.

(a) Immediately upon the Defeased Series ____ Bond Escrow Agent's receipt of the moneys referred to in Sections 3(a), (b) and (c) above in the aggregate amount of $____________, the Defeased Series ____ Bond Escrow Agent shall immediately deposit same in the Defeased Series ____ Bond Escrow Fund.

(b) The Defeased Series ____ Bond Escrow Agent is hereby authorized and directed by the Trust to apply $____________ from the amounts so deposited in the Defeased Series ____ Bond Escrow Fund in accordance with Section 3 above to the purchase of the Investment Securities ("Investment Securities"), identified on the attached Exhibit A hereto (the "Defeasance Securities"), leaving the balance of such deposit in the amount of $____ to remain uninvested in cash until applied in accordance with the terms hereof.
(d) The Defeasance Securities are direct, noncallable obligations of the United States of America, and are Investment Securities as described in clause (i) of the definition of "Investment Securities" in Section 1.01 of the Original Series ____ Bond Resolution, as amended and supplemented, and in accordance with the requirements of Article XII of the Original Series ____ Bond Resolution, as amended and supplemented. In reliance on the Verification Report of ______________, dated ________, 2016, attached hereto as Exhibit B, the receipt of which is acknowledged by the parties hereto, the Trust represents that the amounts so deposited in the Defeased Series ____ Bond Escrow Fund, together with income from the investments therefrom to be retained therein pursuant to this Defeased Series ____ Bond Escrow Deposit Agreement, will provide sufficient funds to pay (i) all of the interest due from March 1, 2017 through the Redemption Date on the Series ____ Bonds to be Refunded, (ii) all of the principal of the Series ____ Bonds to be Refunded on the Redemption Date, and (iii) the redemption premium, if any applicable to redeeming all of the Series ____ Bonds to be Refunded on the Redemption Date.


(a) The Defeased Series ____ Bond Escrow Agent agrees that the amounts deposited in the Defeased Series ____ Bond Escrow Fund pursuant to Section 4 hereof and the interest income to be earned thereon and any other moneys and investments deposited in the Defeased Series ____ Bond Escrow Fund will be held in trust solely for the benefit of the holders of the Series ____ Bonds to be Refunded. The Trust hereby irrevocably instructs the Defeased Series ____ Bond Escrow Agent to apply the principal of and interest earned on the Defeasance Securities through and including the Redemption Date to the payment of (i) all of the interest due from March 1, 2017 through and including the Redemption Date on all of the Series ____ Bonds to be Refunded, (ii) all of the principal of all of the Series ____ Bonds to be Refunded on the Redemption Date, and (iii) the redemption premium, if any, applicable to redeeming all of the Series ____ Bonds to be Refunded on the Redemption Date.

Notices of defeasance and redemption of the Series ____ Bonds to be Refunded shall be given by the Defeased Series ____ Bond Escrow Agent in accordance with Section 7 hereof. The Defeased Series ____ Bond Escrow Agent shall have no liability for the payment of the principal and redemption premium of and the interest on the Series ____ Bonds to be Refunded pursuant to this Section 5 and the Series ____ Bond Resolution, including, without limitation, any deficiencies in the amount of moneys available therefor, except for the application of moneys and obligations available for such purposes in the Defeased Series ____ Bond Escrow Fund. The Defeased Series ____ Bond Escrow Agent shall not be liable for any loss resulting from any investment made in accordance with the provisions of this Defeased Series ____ Bond Escrow Deposit Agreement or from any error in the numerical calculations set forth in the Exhibits attached hereto.

(b) Any portions of the principal of and interest earned on the Defeasance Securities maturing and not needed at that time to make the aforesaid payments on the Series ____ Bonds to be Refunded shall remain in trust for the benefit of the holders of the Series ____ Bonds to be Refunded. Any amounts in excess of such amounts shall remain uninvested until applied as aforesaid. For the purposes of the immediately preceding sentence, "uninvested" shall mean either: (A) the purchase,
at the written direction of the Trust, of additional Investment Securities bearing interest at the rate of 0% per annum, if such Investment Securities are available; (B) held as cash; or (C) such other use of funds as directed by the Trust and as (I) may be authorized by an approving opinion of nationally recognized bond counsel to the effect that such use of funds will not cause the Series 2016A-R_ Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148(a) (or any successor provision) of the Code and (II) are not needed by the Defeased Series ____ Bond Escrow Agent to fulfill the obligations under Section 5(a) hereof. The Trust shall prepare and deliver to the Defeased Series ____ Bond Escrow Agent or cause the Defeased Series ____ Bond Escrow Agent to prepare and deliver the completed Investment Securities forms necessary to permit the Defeased Series ____ Bond Escrow Agent to make any reinvestments in Investment Securities in the time and manner required by this paragraph (b). All reinvestments must be in Defeasance Securities that mature in amounts at least equal to the purchase price on or before the next debt service payment date, as advised to the Escrow Agent by the Trust.

(c) Investments in mutual funds or unit investment trusts are prohibited for any investments made in accordance with this Section 5 or Section 6 hereof.


(a) Except as provided in Sections 4, 5 and 6 hereof, the Defeased Series ____ Bond Escrow Agent shall have no power or duty to invest any funds held under this Defeased Series ____ Bond Escrow Deposit Agreement or to sell, transfer or otherwise dispose of or make substitutions of the Defeasance Securities.

(b) (i) At the written request of the Trust not less than three (3) business days prior to the settlement of any such transaction hereunder and upon compliance with the conditions hereinafter stated, the Defeased Series ____ Bond Escrow Agent shall sell, transfer or otherwise dispose of or request the redemption of the Defeasance Securities and shall substitute for such Defeasance Securities direct obligations of the United States of America ("United States Obligations"), which may or may not permit the redemption thereof at the option of the holder thereof, but not at the option of the issuer of such United States Obligations. The Trust hereby covenants and agrees that it will not request the Defeased Series ____ Bond Escrow Agent to exercise any of the powers described in the preceding sentence in any manner that would cause the Series 2016A-R_ Refunding Bonds to be arbitrage bonds within the meaning of Section 148(a) (or any successor provision) of the Code and the regulations thereunder in effect on the date of such request and applicable to obligations issued on the issue date of the Series 2016A-R_ Refunding Bonds. The Defeased Series ____ Bond Escrow Agent shall purchase such substituted United States Obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Defeasance Securities.
(ii) The amounts realized from the disposition of Defeasance Securities and the purchase of substitute United States Obligations together with earnings on such substitute United States Obligations not required by the Defeased Series ____ Bond Escrow Agent to fulfill its obligations under Section 5 hereof shall be transferred to the Trustee for deposit in such funds and accounts under the Series ____ Bond Resolution as the Trust shall direct in writing, and for the application therefrom, at the written direction of the Trust, to the purchase or redemption of the Series 2016A-R _ Refunding Bonds or, if the Series 2016A-R _ Refunding Bonds are no longer Outstanding, in such manner as the Trustee may be advised in writing by the Trust for any corporate purpose of the Trust.

(iii) The transactions referred to in the first sentence of Section 6(b)(i) hereof may be effected only if the Trust delivers to the Defeased Series ____ Bond Escrow Agent not less than three (3) business days prior to the settlement of any such transaction hereunder (A) a certificate of an Authorized Officer of the Trust to the effect that the principal amount of the United States Obligations to be substituted, and the interest income to be earned thereon, will be sufficient without further investment to permit the Defeased Series ____ Bond Escrow Agent to fulfill the obligations set forth under Section 5 hereof, (B) an unqualified opinion of nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not cause the Series 2016A-R _ Refunding Bonds to be "arbitrage bonds" within the meaning of Section 148(a) (or any successor provision) of the Code, and (C) such additional documents and exhibits revising Exhibits A and B hereto. The Trust hereby covenants that no part of the moneys or funds at any time in the Defeased Series ____ Bond Escrow Fund shall be used directly or indirectly to acquire any investment property, the acquisition of which would cause any Series 2016A-R _ Refunding Bonds to be "arbitrage bonds" as defined in Section 148(a) (or any successor provision) of the Code as then in effect.

(c) Neither the Trust nor the Defeased Series ____ Bond Escrow Agent shall enter into any forward purchase, float or assignment agreement or any direction letter in connection therewith providing for the investment and reinvestment of funds not then needed for one or more days to make debt service payments on the Series ____ Bonds to be Refunded.

SECTION 7. Receipt, Notice and Publication.

The Defeased Series ____ Bond Escrow Agent acknowledges receipt of the Series 2016A-R_ Refunding Supplemental Bond Resolution in which the 2016 Refunding of the Series ____ Bonds to be Refunded is authorized and approved. The Defeased Series ____ Bond Escrow Agent is hereby further irrevocably instructed and agrees also to mail (via registered mail or overnight courier) (i) as soon as practicable after the issuance of the Series 2016A-R_ Refunding Bonds, in the manner prescribed by Article XII of the Original Series ____ Bond Resolution, a notice to the holders of the Series ____ Bonds to be Refunded, substantially in the form of Exhibit D attached to this Defeased Series ____ Bond Escrow Deposit Agreement, that the deposit has been made with the Defeased Series ____ Bond Escrow Agent and that the Series ____ Bonds to be Refunded are deemed to have been paid in accordance with Article XII of the Original Series ____ Bond Resolution and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on the Series ____ Bonds to be Refunded; and (ii) a notice of redemption, in substantially the form attached hereto as Exhibit E, no
later than August 1, 20__, which is at least thirty (30) days but not more than forty-five (45) days prior to the Redemption Date, to all registered owners of the Series ____ Bonds to be Refunded to be redeemed in accordance with the requirements of Article IV and other redemption provisions of the Original Series ____ Bond Resolution, as amended and supplemented. Such instruction satisfies the requirements of Section 2.04(2)(a) of the Original Series ____ Bond Resolution.

SECTION 8. Transfer of Balance in Defeased Series ____ Bond Escrow Fund after payment of the Series ____ Bonds to be Refunded on the Redemption Date.

On the Redemption Date, but in any event, notwithstanding any other provision herein to the contrary, not until AFTER payment in full of the principal and redemption premium of and the interest on all of the Series ____ Bonds to be Refunded, all remaining moneys and securities in the Defeased Series ____ Bond Escrow Fund shall be transferred by the Defeased Series ____ Bond Escrow Agent to the Trustee for deposit in such funds and accounts under the Series ____ Bond Resolution as the Trust shall direct in writing, and for the application therefrom, at the written direction of the Trust, to the purchase or redemption of the Series 2016A-R_ Refunding Bonds or, if the Series 2016A-R_ Refunding Bonds are no longer Outstanding, in such manner as the Trustee may be advised in writing by the Trust for any corporate purpose of the Trust.

SECTION 9. Interest of holders of Series ____ Bonds to be Refunded in the Defeased Series ____ Bond Escrow Fund.

The Defeased Series ____ Bond Escrow Fund created hereby shall be irrevocable, and the holders of the Series ____ Bonds to be Refunded shall have an express lien on and security interest in all amounts deposited in the Defeased Series ____ Bond Escrow Fund, including all amounts representing principal of and all amounts representing interest on the Defeasance Securities in the Defeased Series ____ Bond Escrow Fund until used and applied in accordance herewith. The Trust hereby authorizes the Trustee to cause financing and continuation statements to be signed and filed on behalf of the Trust with respect to this Defeased Series ____ Bond Escrow Deposit Agreement in such manner and in such places as may be required by law to protect fully the security of the holders of the Series ____ Bonds to be Refunded and the right, title and interest of the Defeased Series ____ Bond Escrow Agent to all amounts deposited in the Defeased Series ____ Bond Escrow Fund and the principal and interest with respect to the Defeasance Securities, and shall take or cause to be taken all action necessary to preserve the aforesaid security interest so long as any of the Series ____ Bonds to be Refunded remain unpaid.
SECTION 10. Defeased Series ____ Bond Escrow Agent.

(a) Unless otherwise provided by contract, the Defeased Series ____ Bond Escrow Agent shall be compensated for its reasonable fees, expenses and disbursements, including reasonable legal fees, incurred with respect to services rendered hereunder, based upon itemized invoices submitted to the Trust for payment, all in accordance with that certain fee letter dated ________ __, 2016. This right to receive compensation notwithstanding, the Defeased Series ____ Bond Escrow Agent hereby acknowledges that it shall not assert a lien or right of set-off on moneys in the Trust Estate (as defined in the Series ____ Bond Resolution) for any such payment, and that it shall not assert a lien or right of set-off on the moneys in the Defeased Series ____ Bond Escrow Fund for any such payment.

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

(c) The Defeased Series ____ Bond Escrow Agent shall be entitled to rely and act upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it to be genuine, and to have been signed and presented by the proper party or parties, and may consult with counsel, who may not be counsel to the Trust, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith. Whenever the Defeased Series ____ Bond Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Defeased Series ____ Bond Escrow Deposit Agreement, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate signed by an Authorized Officer of the Trust (as defined in the Series ____ Bond Resolution), and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Defeased Series ____ Bond Escrow Deposit Agreement, but in its discretion the Defeased Series ____ Bond Escrow Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Trust to the Defeased Series ____ Bond Escrow Agent shall be sufficiently executed if executed in the name of the Trust by an Authorized Officer thereof.

(d) The Trust, subject to the limitation of its liability under the Series ____ Bond Resolution and applicable New Jersey law, and only out of the Trust Estate (as defined in the Series ____ Bond Resolution), shall indemnify and save harmless the Defeased Series ____ Bond Escrow Agent against any loss, liability or expense, including legal fees, that the Defeased Series ____ Bond Escrow Agent may incur in the exercise and performance of its powers and duties hereunder and that are not due to its own gross negligence or willful misconduct. The indemnification of the Defeased
Series ____ Bond Escrow Agent provided for in this Section 10(d) shall survive termination of this Defeased Series ____ Bond Escrow Deposit Agreement pursuant to Section 11 hereof and the resignation or removal of the Defeased Series ____ Bond Escrow Agent.

(e) The Defeased Series ____ Bond Escrow Agent may resign at any time and be discharged of its duties hereunder, provided that (i) it has given not less than sixty (60) days written notice to the Trust; (ii) it has mailed a notice of resignation as required by Section 10.07 of the Original Series ____ Bond Resolution, as amended and supplemented; (iii) the Defeased Series ____ Bond Escrow Agent has received an instrument of acceptance executed by the successor to the Defeased Series ____ Bond Escrow Agent hereunder; and (iv) the Defeased Series ____ Bond Escrow Agent has delivered to its successor hereunder all of the escrow documents, Defeasance Securities, moneys and investments held by the Defeased Series ____ Bond Escrow Agent in the Defeased Series ____ Bond Escrow Fund. Such resignation shall take effect only upon the occurrence of all of the events listed in clauses (i) through (iv) of this paragraph (e). Upon receipt by the Trust of the written notice described in clause (i) above, the Trust shall use its best efforts to obtain a successor to the Defeased Series ____ Bond Escrow Agent hereunder as soon as possible. If no appointment of a successor to the Defeased Series ____ Bond Escrow Agent is made within forty-five (45) days after receipt by the Trust of the aforementioned notice, the Defeased Series ____ Bond Escrow Agent may apply to any court of competent jurisdiction to appoint a successor thereto.

(f) The Defeased Series ____ Bond Escrow Agent may be removed at any time by the Trust by an instrument in writing signed and acknowledged by the Trust. A copy of such instrument shall be delivered by the Trust to the Defeased Series ____ Bond Escrow Agent at least thirty (30) days prior to the effective date of the removal of such Defeased Series ____ Bond Escrow Agent. Upon such effective date, the Defeased Series ____ Bond Escrow Agent shall deliver to the Defeased Series ____ Bond Escrow Agent's successor (at the direction of the Trust) all documents, instruments and moneys listed in clause (iv) of paragraph (e) of Section 10 above.

(g) Notwithstanding any other provision herein to the contrary, the rights, duties and obligations of Defeased Series ____ Bond Escrow Agent set forth herein shall be automatically assumed by any successor organization to __________________, on the date any such successor organization agrees to assume such rights, duties and obligations and without any further action. Any such successor organization shall notify the other parties hereto of the occurrence of any such succession.

SECTION 11. Termination.

Except as provided in Section 10(d) hereof, this Defeased Series ____ Bond Escrow Deposit Agreement shall terminate when the obligations to make payment of the principal and redemption premium of and the interest on the Series ____ Bonds to be Refunded as set forth in Section 5(a) hereof have been fully satisfied; provided, that moneys held by the Defeased Series ____ Bond Escrow Agent in the Defeased Series ____ Bond Escrow Fund for the payment and discharge of any of the Series ____ Bonds to be Refunded, which moneys remain unclaimed after the Redemption Date shall be applied in accordance with the escheat laws of the State.

SECTION 12. Amendments.

-8-
This Defeased Series ____ Bond Escrow Deposit Agreement shall not be repealed, revoked, rescinded, altered, amended or supplemented in whole or in part by the parties hereto without the written consent of the holders of at least one hundred percent (100%) in aggregate principal amount of the unpaid Series ____ Bonds to be Refunded at the time such election is made; provided, however, that the Trust and the Defeased Series ____ Bond Escrow Agent may, without the consent of or notice to the holders of the unpaid Series ____ Bonds to be Refunded, enter into such agreements supplemental to this Defeased Series ____ Bond Escrow Deposit Agreement as shall not adversely affect the rights of such holders, and shall not be inconsistent with the terms and provisions of this Defeased Series ____ Bond Escrow Deposit Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Defeased Series ____ Bond Escrow Deposit Agreement; or

(b) to grant to or confer upon the Defeased Series ____ Bond Escrow Agent for the benefit of the holders of the Series ____ Bonds to be Refunded any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Defeased Series ____ Bond Escrow Agent.

The Defeased Series ____ Bond Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to the matters provided for in this Section 12, including the extent, if any, to which any change, modification, addition or elimination affects the rights of holders of the Series ____ Bonds to be Refunded or that any instrument executed hereunder complies with the conditions or provisions of this Section 12. Notwithstanding anything in this paragraph to the contrary, no change shall be made to any provision of this Defeased Series ____ Bond Escrow Deposit Agreement regarding the investment or other use of the proceeds of the Series 2016A-R_ Refunding Bonds without an unqualified opinion of nationally recognized bond counsel to the effect that such change and the investment or other use of the proceeds of the Series 2016A-R_ Refunding Bonds in accordance with such change will not adversely affect the exclusion of interest on the Series 2016A-R_ Refunding Bonds from the gross income of the holders thereof for Federal income tax purposes provided under Section 103 (or any successor provision) of the Code.

The Trust shall deliver to Moody's Investors Service at the following address (or at such other address as delivered to the Trust in writing) copies of any proposed amendments to this Defeased Series ____ Bond Escrow Deposit Agreement prior to its execution and delivery thereof:

Moody's Investors Service
99 Church Street
New York, New York 10007
Attention: Public Finance Rating Desk/Refunded Bonds.
IN WITNESS WHEREOF, the parties hereto have each caused this Defeased Series _____ Bond Escrow Deposit Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

[SEAL]

Attest:    NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

__________________________

By:_____________________________

David E. Zimmer
Assistant Secretary

[SEAL]

Attest:    U.S. BANK NATIONAL ASSOCIATION,
as Defeased Series _____

__________________________

By:_____________________________

Bond Escrow Agent
SCHEDULE A

SERIES ____ BONDS TO BE REFUNDED

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EXHIBIT A

The following Defeasance Securities shall be purchased pursuant to Section 4(b) of the Defeased Series ____ Bond Escrow Deposit Agreement.
EXHIBIT B
EXHIBIT C

[Reserved]
EXHIBIT D

DEFEASANCE NOTICE TO THE HOLDERS OF CERTAIN
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
“ENVIRONMENTAL INFRASTRUCTURE BONDS, SERIES _____”
DATED: _______ __, ____

Notice is hereby given to the holders of the outstanding “Environmental Infrastructure Bonds, Series _____” of the New Jersey Environmental Infrastructure Trust (the “Trust”), dated _______ __, ____ (the “Bonds”), more particularly described below as the “Refunded Bonds”, that there have been deposited with __________________________, as Defeased Series ____ Bond Escrow Agent (the “Escrow Agent”) moneys and investment securities (consisting of direct obligations of the United States of America) the principal of and interest on which, when due, will provide moneys which, together with the moneys on deposit with the Escrow Agent at the same time, will be sufficient to pay the principal of and interest and redemption premium on all of the Refunded Bonds maturing on September 1, 20__ through and including September 1, 20__ (CUSIP Nos. ___________ ) on September 1, 20__, the redemption date thereof. The Refunded Bonds are deemed to have been paid in accordance with Article XII of that certain “Environmental Infrastructure Bond Resolution, Series _____” of the Trust duly adopted by the Trust on September __, ____, as amended and supplemented by that certain “Supplemental Bond Resolution Authorizing the Issuance of Environmental Infrastructure Refunding Bonds, Series 2016A-R_ (_____ Financing Program) of the New Jersey Environmental Infrastructure Trust” of the Trust duly adopted by the Trust on July 12, 2016, as further amended and supplemented by a certificate of an authorized officer of the Trust dated __________, 2016.

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

New Jersey Environmental Infrastructure Trust
by ______________________,
as Defeased Series ____ Bond Escrow Agent
EXHIBIT E

NOTICE OF REDEMPTION

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST
"ENVIRONMENTAL INFRASTRUCTURE BONDS, SERIES _____"
DATED ________ __, ______

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NOTICE IS HEREBY GIVEN THAT, pursuant to the provisions of that certain supplemental bond resolution adopted by the New Jersey Environmental Infrastructure Trust (the "Trust") on July 12, 2016, as amended and supplemented by a certificate of an authorized officer of the Trust dated ________, 2016, and entitled "Supplemental Bond Resolution Authorizing the Issuance of Environmental Infrastructure Refunding Bonds, Series 2016A-R of the New Jersey Environmental Infrastructure Trust", all of the above-referenced bonds (the "Bonds") have been called for redemption on September 1, 20__ (the "Redemption Date") at a redemption price of __% of the principal amount thereof for the Bonds maturing on September 1, 20__ through and including September 1, 20__, plus interest accrued to the Redemption Date. You are hereby notified that the Bonds should be presented for redemption at the principal corporate trust office of ______________, ______________, New Jersey, Attn: Corporate Trust Department, on or immediately before the Redemption Date. On said date, the Bonds will become due and payable at the respective redemption prices stated above, plus interest accrued to the Redemption Date, and interest on all such Bonds shall cease to accrue from and after such Redemption Date.

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

New Jersey Environmental Infrastructure Trust
by ___________________,
as Deceased Series ____ Bond Escrow Agent
TRUST CONTINUING DISCLOSURE AGREEMENT

BY AND AMONG

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST,

[TRUSTEE],
as Trustee

AND

U.S. BANK TRUST NATIONAL ASSOCIATION
as Master Program Trustee

Dated as of [Date]

Entered into with respect to the New Jersey Environmental Infrastructure Trust's [Bonds], dated [dated date]
TRUST CONTINUING DISCLOSURE AGREEMENT

THIS TRUST CONTINUING DISCLOSURE AGREEMENT (this "Agreement"), made and entered into as of [date], by and among NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST (the "Trust"), a public body corporate and politic with corporate succession duly created and validly existing under the laws of the State of New Jersey (the "State"), [TRUSTEE], as Trustee, a national banking association and trust company duly organized and validly existing under the laws of the United States and duly authorized to act in the State (the "Trustee"), and U.S. BANK TRUST NATIONAL ASSOCIATION, as Master Program Trustee, a national banking association and trust company duly organized and validly existing under the laws of the United States and duly authorized to act in the State (the "Master Program Trustee").

WITNESSETH THAT:

WHEREAS, the Trust, duly created and validly existing under and by virtue of the "New Jersey Environmental Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 et seq.), as the same may from time to time be amended and supplemented (the "Act"), in accordance with and pursuant to (i) the Act, (ii) the [Bond Resolution], as adopted by the Board of Directors of the Trust on [date] (the "Resolution"), and (iii) a financial plan approved by the State Legislature in accordance with Section 23 of the Act, has issued its [Bonds] (the "Bonds") as part of the [2016] environmental infrastructure financing program (the "Program") for the purpose, inter alia, of making loans to, among others, any New Jersey municipality or county or municipal, county or regional sewerage, utilities or improvement authority, any other local political subdivision, or any private water company (each a "Borrower") authorized to construct, operate and maintain environmental infrastructure systems that has entered into a Loan Agreement with the Trust, dated as of [date] (each a "Trust Loan Agreement"), pursuant to which such Borrower will borrow money financed through the issuance of the Bonds (the "Trust Loan") to finance a portion of the cost of its environmental infrastructure system project (each a "Project") (all capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings set forth in Article I of the Trust Loan Agreement);

WHEREAS, each Borrower has, in accordance with the Act and the Regulations, made timely application to the Trust for a Trust Loan to finance a portion of the Cost of the Project;

WHEREAS, the State Legislature, in accordance with Section 20 of the Act, has in the form of an appropriations act approved a project priority list that includes each Project and that authorizes an expenditure of proceeds of the Bonds to finance a portion of the Cost of the Project;

WHEREAS, the Trust has approved each Borrower's application for a Trust Loan from available proceeds of the Bonds to finance a portion of the Cost of the Project;

WHEREAS, the State, acting by and through the New Jersey Department of Environmental Protection, has simultaneously made a companion loan (each a "Fund Loan") to each of the Borrowers for the balance of the then eligible costs of each such Project, with the
balance of any such costs funded by the Borrowers or by supplemental loans from the Trust and the State in other financing programs;

WHEREAS, each Borrower, in accordance with, as applicable, the Act, the Regulations, the Borrower Enabling Act, the "Local Bond Law, as the same may from time to time be amended and supplemented, the "Local Budget Law", constituting Chapter 169 of the Pamphlet Laws of 1960 of the State (codified at N.J.S.A. 40A:4-1 et seq.), as the same may from time to time be amended and supplemented, the "Municipal and County Utilities Authorities Law", constituting Chapter 183 of the Pamphlet Laws of 1957 of the State (codified at N.J.S.A. 40:14B-1 et seq.), as the same may from time to time be amended and supplemented, the "Sewerage Authorities Law", constituting Chapter 183 of the Pamphlet Laws of 1946 of the State (codified at N.J.S.A. 40:14A-2 et seq.), as the same may from time to time be amended and supplemented, the "County Improvement Authorities Law", constituting Chapter 183 of the Pamphlet Laws of 1960 of the State (codified at N.J.S.A. 40:37A-44 et seq.), as the same may from time to time be amended and supplemented, the "Local Authorities Fiscal Control Law", constituting Chapter 313 of the Pamphlet Laws of 1983 of the State (codified at N.J.S.A. 40A:5A-1 et seq.), as the same may from time to time be amended and supplemented, and ;the “New Jersey Business Corporation Act”, constituting Chapter 263 of the Pamphlet Laws of 1968 of the State (codified at N.J.S.A. 14A:1-1 et seq.), as the same may from time to time be amended and supplemented, has issued a Borrower bond to the Trust evidencing its Trust Loan and a Borrower bond to the State evidencing its Fund Loan on the date of issuance of the Bonds;

WHEREAS, the Trustee has duly accepted, as Trustee for the Holders from time to time of the Bonds, the trusts imposed upon it by the Resolution in connection with the issuance of the Bonds;

WHEREAS, pursuant to the terms and provisions of the Resolution the State’s right to receive Fund Loan repayments to be made by Borrowers is subordinate to the right of the Trust to receive Trust Loan repayments to be made by such Borrowers as security for the Bonds;

WHEREAS, pursuant to the terms and provisions of that certain Master Program Trust Agreement dated as of November 1, 1995 by and among the Trust, the State, acting by and through the State Treasurer on behalf of the State and the State Department of Environmental Protection, United States Trust Company of New York, as Master Program Trustee thereunder, The Bank of New York (NJ), in several capacities thereunder, and First Fidelity Bank, N.A. (predecessor to U.S. Bank National Association), in several capacities thereunder, as supplemented by that certain Agreement of Resignation of Outgoing Master Program Trustee, Appointment of Successor Master Program Trustee and Acceptance Agreement dated as of November 1, 2001 by and among the United States Trust Company of New York, as Outgoing Master Program Trustee, State Street Bank and Trust Company, N.A., (predecessor to U.S. Bank Trust National Association), as Successor Master Program Trustee, and the Trust, as the same may be amended and supplemented from time to time in accordance with its terms (as amended, the "Master Program Trust Agreement"), the State has agreed to subordinate further its right to receive Fund Loan repayments to be made pursuant to the Coverage Providing Financing Programs (as such term is defined in the Master Program Trust Agreement), which further subordination will occur through the payment by the loan servicers under the Coverage Providing Financing Programs of certain moneys into a
"Master Program Trust Account" at the times and in the amounts set forth in the Master Program Trust Agreement, such moneys to be held by the Master Program Trustee as security for the Coverage Receiving Trust Bonds (as such term is defined in the Master Program Trust Agreement), including, without limitation, the Bonds;

WHEREAS, the Securities and Exchange Commission (the "SEC"), pursuant to the Securities Exchange Act of 1934, as amended and supplemented (codified as of the date hereof at 15 U.S.C. 77 et seq.) (the "Securities Exchange Act"), has adopted amendments effective July 3, 1995 to its Rule 15c2-12 (codified at 17 C.F.R. §240.15c2-12), 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 to various information repositories;

WHEREAS, in order to comply with Rule 15c2-12, the Trust has determined that (i) the Program and (ii) certain Borrowers, and, if applicable, certain related local government units, are material "obligated persons" in connection with the issuance of the Bonds, as the term "obligated person" is defined in Rule 15c2-12, which determination has been made pursuant to objective criteria (the "Objective Criteria") set forth in the Resolution, the Notice of Sale dated [date] (the "Notice of Sale"), the Preliminary Official Statement dated [date] (the "Preliminary Official Statement") and the Final Official Statement dated [date] (the "Final Official Statement"), which Objective Criteria, as set forth in the Final Official Statement, are attached hereto as Exhibit A and made a part hereof;

WHEREAS, each such Borrower has entered into a separate continuing disclosure agreement with the Trust and the Trustee (or any successor thereto) for the purpose of satisfying Rule 15c2-12, and pursuant to the terms of such agreement each such Borrower is required to cause the delivery of the information described therein to the municipal securities marketplace for the period of time specified therein;

WHEREAS, the Trust is not an "obligated person" in connection with the Bonds, as the term "obligated person" is defined in Rule 15c2-12;

WHEREAS, simultaneously with the issuance of the Bonds, the Trust shall enter into this Agreement with the Trustee and the Master Program Trustee for the purpose of satisfying Rule 15c2-12;

WHEREAS, on [Sale Date], the Trust accepted the bid of [Purchaser], on behalf of itself and each of the original underwriters for the Bonds (each a "Participating Underwriter"), for the purchase of the Bonds; and
WHEREAS, the execution and delivery of this Agreement have been duly authorized by the Trust, the Trustee and the Master Program Trustee, respectively, and all conditions, acts and things necessary and required to exist, to have happened or to have been performed precedent to and for the execution and delivery of this Agreement, do exist, have happened and have been performed in regular form, time and manner.

NOW, THEREFORE, for and in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the Trust, the Trustee and the Master Program Trustee, 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 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 with respect to the Trust.

"Auditor" means an independent certified public accountant, a registered municipal accountant or such other accountant as shall be permitted or required under State law in accordance with GAAS.

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

"Bond Disclosure Event" means any event described in Section 2.1(c) of this Agreement.

"Bond Disclosure Event Notice" means the notice to each National Repository or the MSRB and the State Depository, if any, as provided in Section 2.4(c) of this Agreement.

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

“EMMA” means Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB.

"Financial Statements" means the audited financial statements for each Fiscal Year, if and when available, relating to the Bonds and the Master Program Trust Account. Currently, no audited financial statements are completed with respect to the Bonds or the Master Program Trust Account.

"Fiscal Year" means the fiscal year of the Trust as determined by the Trust from time to time pursuant to State law. As of the date of this Agreement, the Fiscal Year of the Trust begins on July 1 of each calendar year and closes on June 30 of the immediately succeeding calendar year.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States of America, consistently applied, as modified by governmental accounting standards and mandated State statutory principles applicable to the Trust as may be in effect from time to time.
"GAAS" means generally accepted auditing standards as in effect from time to time in the United States of America, consistently applied, as modified by governmental auditing standards and mandated State statutory principles applicable to the Trust as may be in effect from time to time.

"MSRB" means the Municipal Securities Rulemaking Board. The address of the MSRB as of the date of this Agreement is 1900 Duke Street, Suite 600, Alexandria, VA 22314.

"National Repository" means a "nationally recognized municipal securities information repository" within the meaning of Rule 15c2-12. As of the date of this Agreement, the National Repository designated by the SEC in accordance with Rule 15c2-12 is EMMA.

“Obligated Person” means, collectively, (i) the Program and (ii) all Borrowers (and, if applicable, related local government units) determined by the Trust to be material "obligated persons" in connection with the issuance of the Bonds, as the term "obligated person" is defined in Rule 15c2-12, which determination has been made pursuant to the Objective Criteria.

"Operating Data" means, generally, certain financial and statistical information of the Trust relating to the Bonds and the Master Program Trust Account, substantially in the form included as Note 7 to the audited financial statements of the Trust, attached as Appendix A to the Final Official Statement.

“Prescribed Form” means such electronic format accompanied by such identifying information as shall be prescribed by the MSRB and which shall be in effect on the date of filing of such information.

"Repository" means each National Repository and each State Depository, if any.

"State Depository" means any public or private repository or entity designated by the State as a state information depository for purposes of Rule 15c2-12. As of the date of this Agreement, there is no State Depository.

Section 1.3. Interpretation. Words of masculine gender include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular include the plural and vice versa, and words importing persons include corporations, associations, partnerships (including limited partnerships), trusts, firms and other legal entities, including public bodies, as well as natural persons. Articles and Sections referred to by number mean the corresponding Articles and Sections of this Agreement. The terms "hereby", "hereof", "hereto", "herein", "hereunder" and any similar terms as used in this Agreement refer to this Agreement as a whole unless otherwise expressly stated. The 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 Trust. The Trust agrees that it will provide or, if the Trust has appointed or engaged a Dissemination Agent, shall cause the Dissemination Agent to provide:

(a) Not later than two hundred twenty-five (225) days after the end of each Fiscal Year, commencing with the first Fiscal Year of the Trust ending after January 1, 20__ (which ended on June 30, 20__), an Annual Report to each Repository in Prescribed Form.

(b) Not later than fifteen (15) days prior to the date with respect to each Fiscal Year specified in Section 2.1(a) hereof, a copy of the Annual Report, complete to the extent required in Section 2.1(a) hereof, to the Trustee and the Dissemination Agent (if the Trust has appointed or engaged a Dissemination Agent).

(c) In a timely manner, not in excess of ten business days after the occurrence of the applicable event, to each National Repository or to the MSRB and the State Depository, if any, notice, in Prescribed Form, of any of the following events with respect to the Bonds (each a "Bond Disclosure Event"), with a copy of such notice to the Trustee (for informational purposes only):

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vii) Modifications to the rights of Bondholders, if material;

(viii) Bond calls (other than regularly scheduled mandatory sinking fund redemptions for which notice of redemption has been given to the Bondholders as required pursuant to the provisions of the Resolution), if material, and tender offers;

(ix) Defeasances;
(x) Release, substitution or sale of property securing repayment of the Bonds, if material;

(xi) Rating changes;

(xiii) Bankruptcy, insolvency, receivership or similar event of any Obligated Person;

(xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, 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 to the Trustee or the Master Program Trustee, appointment of an additional Trustee or Master Program Trustee, or the change of name of the Trustee or the Master Program Trustee, if material.

Section 2.2. Reserved.

Section 2.3. Form of Annual Report. (a) The Annual Report may be submitted by the Trust, or on behalf thereof, as a single document or as separate documents comprising a package, provided that each document shall be submitted in Prescribed Form.

(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 Trust that have been submitted to each of the Repositories or filed with the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB (including, without limitation, EMMA). The Trust 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. Responsibilities and Duties of Trust, Dissemination Agent and Trustee.

(a) If fifteen (15) days prior to the date specified in Section 2.1(a) hereof the Trustee has not received a copy of the Annual Report, complete to the extent required in Section 2.1(a) hereof, the Trustee shall contact the Trust to provide notice of the Trust's obligations pursuant to Sections 2.1(a), 2.1(b) and 2.4(d)(ii) hereof.

(b) If the Trustee, by the date specified in Section 2.1(a) hereof, has not received a written report from the Trust, as required by Section 2.4(d)(ii) hereof, indicating that an Annual
Report, complete to the extent required in Section 2.1(a) hereof, has been provided to the Repositories by the date specified in Section 2.1(a) hereof, the Trustee shall send a notice to each National Repository or to the MSRB and the State Depository, if any, in substantially the form attached hereto as Exhibit B together with any standard forms or cover sheets that may be required by the MSRB as of the date thereof, with a copy thereof to the Trust.

(c) If the Trust has determined that the occurrence of a Bond Disclosure Event would be material, the Trust shall file promptly a notice of such occurrence with each National Repository or with the MSRB and the State Depository, if any (the "Bond Disclosure Event Notice"), in a form determined by the Trust together with any standard forms or cover sheets that may be required by the MSRB as of the date thereof; provided, that the Bond Disclosure Event Notice pertaining to the occurrence of a Bond Disclosure Event described in Section 2.1(c)(viii) (Bond calls) or 2.1(c)(ix) (defeasances) need not be given under this Section 2.4(c) any earlier than the time when the notice (if any) of such Bond Disclosure Event shall be given to Holders of affected Bonds as provided in Sections 4.05 and 12.01 of the Resolution, respectively. The obligations of the Trust to provide the notices required under this Agreement are in addition to, and not in substitution of, any of the obligations (if any) of the Trustee to provide notices of events of default to Bondholders under Article IX of the Resolution. The Trust shall file a copy of each Bond Disclosure Event Notice with the Trustee (for informational purposes only).

(d) The Trust shall or, if the Trust has appointed or engaged a Dissemination Agent, shall cause the Dissemination Agent to:

(i) determine each year, prior to the date for providing the Annual Report, the name and address of each National Repository and each State Depository, if any; and

(ii) by the date specified in Section 2.1(a) hereof, provide a written report to the Trustee (and, if a Dissemination Agent has been appointed, to the Trust), upon which said parties may rely, certifying that the Annual Report, complete to the extent required in Section 2.1(a) hereof, has been provided pursuant to this Agreement, stating the date it was provided and listing all of the Repositories to which it was provided.

Section 2.5. Appointment, Removal and Resignation of Dissemination Agent. (a) The Trust may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Agreement, and shall provide notice of such appointment to the Trustee. Thereafter, the Trust may discharge any such Dissemination Agent and satisfy its obligations under this Agreement without the assistance of a Dissemination Agent, or the Trust may discharge a Dissemination Agent and appoint a successor Dissemination Agent, such discharge to be effective upon the date of the appointment of a successor Dissemination Agent. The Trust shall provide notice of the discharge of a Dissemination Agent to the Trustee, and shall further indicate either the decision of the Trust to satisfy its obligations under this Agreement without the assistance of a Dissemination Agent or the identity of the new Dissemination Agent.

(b) The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement.
(c) The Dissemination Agent, or any successor thereto, may at any time resign and be discharged of its duties and obligations hereunder by giving not less than thirty (30) days' written notice to the Trust. Such resignation shall take effect on the date specified in such notice.

(d) The Trust, the Trustee and the Master Program trustee acknowledge that the Trust has not, as of the date of this Agreement, appointed or engaged any party, including, without limitation, the Trustee or the Master Program Trustee, to serve as Dissemination Agent, .

Section 2.6. Responsibilities and Duties of Master Program Trustee. The Master Program Trustee, for the purposes of satisfying the requirements of Rule 15c2-12, hereby consents to the use by the Trust and the Auditor, as the case may be, of the monthly summary report of all transactions implemented within the Master Program Trust Account (the submission of such monthly report being required pursuant to the terms and provisions of Section 3 of the Master Program Trust Agreement) (the "Summary Report") in the following manner: (i) the Summary Report may be provided by the Trust to the Auditor; and (ii) the Trust and the Auditor may rely upon the Summary Report in determining the balance in the Master Program Trust Account.

Section 2.7. Immunities and Liabilities of Trustee. Article X of the Resolution, as it relates to the immunities and liabilities of the Trustee, is hereby made applicable to the Trustee's responsibilities under this Agreement.
ARTICLE 3

REMEDIES

Section 3.1. Remedies. (a) The Trustee may, in reliance upon the advice of counsel (and at the request of the Holders of at least twenty-five percent (25%) in aggregate principal amount of the Bonds outstanding, after the provision of indemnity in accordance with Section 10.05 of the Resolution, shall), or any Bondholder may, for the equal benefit and protection of all Bondholders similarly situated, take whatever action at law or in equity against the Trust and any of its respective officers, agents and employees necessary or desirable to enforce the specific performance and observance of any obligation, agreement or covenant of the Trust under this Agreement, and may compel the Trust or any of its respective officers, agents and employees (except for the Dissemination Agent with respect to the obligations, agreements and covenants of the Trust) to perform and carry out its duties under this Agreement; provided, that no person or entity shall be entitled to recover monetary damages hereunder under any circumstances; and provided, further, that any Bondholder, acting for the equal benefit and protection of all Bondholders similarly situated, may pursue specific performance only with respect to the failure to file the Annual Reports and Bond Disclosure Event Notices required by this Agreement, and may not pursue specific performance in challenging the adequacy of Annual Reports that have been filed pursuant to the provisions hereof.

(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 Trust, 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 Trust, the Trustee and any Bondholder shall continue as though no such proceeding had been taken.

(c) A failure by the Trust to perform its respective obligations under this Agreement shall not be deemed an event of default under either the Resolution or any Trust Loan Agreement, as the case may be, and the sole remedy under this Agreement in the event of any failure by the Trust to comply with this Agreement shall be as set forth in Section 3.1(a) of this Agreement.
ARTICLE 4
MISCELLANEOUS

Section 4.1. Purposes of Agreement. This Agreement is being executed and delivered by the Trust, the Trustee and the Master Program Trustee 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. Trust and Bondholders. Each Bondholder is hereby recognized as being a third-party beneficiary hereunder, and each may enforce, for the equal benefit and protection of all Bondholders similarly situated, any such right, remedy or claim conferred, given or granted hereunder in favor of the Trustee, to the extent permitted in Section 3.1(a) hereof.

Section 4.3. Obligations of Trust Hereunder; Indemnified Parties. The Trust agrees to indemnify and hold harmless the Trustee and the Master Program Trustee, and any member, officer, official, employee, counsel, consultant and agent of the Trustee and the Master Program Trustee (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, liabilities or expenses whatsoever caused by the Trust's failure, or a Dissemination Agent's failure, to perform or observe any of the Trust's 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 directly or indirectly by any such failure of the Trust or the Dissemination Agent to perform. In case any action shall be brought against the Indemnified Parties based upon this Agreement and in respect of which indemnity may be sought against the Trust, the Indemnified Parties shall promptly notify the Trust in writing. Upon receipt of such notification, the Trust shall promptly assume the defense of such action, including the retention of counsel, the payment of all expenses in connection with such action and the right to negotiate and settle any such action on behalf of such party to the extent allowed by law. Any Indemnified Party shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, unless the employment of such counsel has been specifically authorized by the Trust or unless by reason of conflict of interest (determined by the written opinion of counsel to any such party) it is advisable for such party to be represented by separate counsel to be retained by the Trust, in which case the fees and expenses of such separate counsel shall be borne by the Trust. The Trust 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 Trust or if there be a final judgment for the plaintiff in any such action with or without written consent, the Trust 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 Trust to indemnify or hold harmless the Indemnified Parties from or against any loss, claim, damage, liability or expense caused by any negligence, recklessness or intentional misconduct of the Indemnified Parties in connection with the Trust's performance of its obligations, agreements and covenants under this Agreement.
Section 4.4. Additional Information. Nothing in this Agreement shall be deemed to prevent the Trust (a) from disseminating any other information using the means of dissemination set forth in this Agreement or any other means of communication, or (b) from including, in addition to that which is required by this Agreement, any other information in any Annual Report or any Bond Disclosure Event Notice. If the Trust chooses to include any information in any Annual Report or any Bond Disclosure Event Notice in addition to that which is specifically required by this Agreement, the Trust shall not have any obligation under this Agreement to update such information or to include it in any future Annual Report or Bond Disclosure Event Notice, as the case may be.

Section 4.5. Notices. All notices required to be given or authorized to be given by each party pursuant to this Agreement shall be in writing and shall be sent by registered or certified mail (as well as by facsimile, in the case of the Trustee) addressed to, in the case of the Trust, P.O. Box 440, Trenton, New Jersey 08625 (Attention: Executive Director); in the case of the Trustee, its Corporate Trust Department at 21 South Street, Morristown, New Jersey 07960 (facsimile: (973) 682-4540); and in the case of the Master Program Trustee, its Corporate Trust Department at 100 Wall Street, Suite 1600, New York, New York 10005.

Section 4.6. Assignments. This Agreement may not be assigned by any party without the consent of the others 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 in 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. Each party 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 Resolution), this Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the parties hereto.

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

(i) to add to the covenants and agreements of the Trust hereunder for the benefit of the Bondholders, or to surrender any right or power conferred upon the Trust by this Agreement;
Section 4.9. Amendments Contemplated or Permitted.

The Trustee shall have the power 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 Trust or the Program, to reflect changes in the identity, nature or status of the Trust or the Program or in the business, structure or operations of the Trust or the Program, or to reflect any mergers, consolidations, acquisitions or dispositions made by or affecting the Trust or the Program; 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 Trustee, in reliance upon an opinion of Bond Counsel (as defined in the Resolution) to the Trust, 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 Trust shall deliver to each of the Repositories written notice of any such amendment or modification.

(d) The Trust, the Trustee and the Master Program Trustee shall be entitled to rely exclusively upon an opinion of Bond Counsel to the Trust 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 Trust, the Trustee and the Master Program Trustee 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 Trust addressed to the Trust, the Trustee and the Master Program Trustee 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 Trust, the Trustee and the Master Program Trustee 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.
Section 4.12. Commencement and Termination of Continuing Disclosure Obligations. The obligations of the Trust and the Trustee hereunder and the consent of the Master Program Trustee set forth in Section 2.6 hereof shall be in full force and effect from the date of issuance of the Bonds, and shall continue in effect until the date either (i) the Bonds are no longer outstanding in accordance with the terms of the Resolution or (ii) the Program no longer remains a material "obligated person" (as the term "obligated person" is defined in Rule 15c2-12) as a result of an interpretation of Rule 15c2-12, and in either event only after the Trust delivers written notice to such effect to each National Repository or to the MSRB and the State Depository, if any.

Section 4.13. Prior Undertakings. Other than as disclosed in the Official Statement, the Trust has not failed to comply in any material respect with any prior continuing disclosure undertaking made by the Trust in accordance with Rule 15c2-12.

Section 4.14. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Trust, the Trustee and the Master Program Trustee and their respective successors and assigns.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST, [TRUSTEE] and U.S. BANK TRUST NATIONAL ASSOCIATION, a national banking association, have caused this Agreement to be executed in their respective names, all as of the date first above written.

NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST

By:_____________________________
    Robert A. Briant, Jr.
    Vice Chairman

[TRUSTEE],
    as Trustee

By:_____________________________
    Vice President

U.S. BANK TRUST
NATIONAL ASSOCIATION,
a national banking association,
as Master Program Trustee

By:_____________________________
    Name:
    Title:
EXHIBIT A

OBJECTIVE CRITERIA AS SET FORTH IN THE FINAL OFFICIAL STATEMENT

SECONDARY MARKET DISCLOSURE

In connection with the provisions of Rule 15c2-12, as amended, supplemented and officially interpreted from time to time, or any successor provision thereto, promulgated by the Securities and Exchange Commission (the “SEC”) pursuant to the Securities Exchange Act of 1934, as amended (“Rule 15c2-12”), the Trust has determined that, with regard to the Bonds, it is not an “obligated person”, as defined therein.

Furthermore, the Trust has determined in the Resolution that those Borrowers (from any Financing Program) whose remaining Fund Loan repayments in all Coverage Providing Financing Programs, when aggregated with their Trust Loan repayments, if any, exceed ten percent (10%) of the sum of (i) the aggregate of all remaining Fund Loan repayments from all Borrowers in all Coverage Providing Financing Programs and (ii) the aggregate of all remaining Trust Loan repayments from all Borrowers, shall be considered material “obligated persons” within the meaning and for the purposes of Rule 15c2-12 for the Bonds. To the extent any such Borrowers have entered into Borrower Service Agreements with Participants and any such Participants have entered into Indirect Borrower Service Agreements with Indirect Participants whereby Annual Charges or Indirect Annual Charges, as the case may be, materially secure such Loan repayments of any such Borrower, any such Participants and Indirect Participants also shall be considered material “obligated persons” within the meaning and for the purposes of Rule 15c2-12 for the Bonds.

Each Borrower has covenanted in its Trust Loan Agreement, for the benefit of the respective Bondholders, to enter into a Borrower Continuing Disclosure Agreement (the “Borrower Continuing Disclosure Agreement”) should it meet, at any time during the term of its respective Trust Loan, the material “obligated persons” test referred to above. Such Borrower Continuing Disclosure Agreement obligates any such Borrower to provide (i) certain financial information and operating data relating to such Borrower and the Participants and Indirect Participants, if any, of such Borrower, including, without limitation, audited financial statements, within 225 days after the end of each fiscal year for which any such Borrower Continuing Disclosure Agreement is in effect (the “Annual Report”), and (ii) notice to the Trust of the occurrence of certain enumerated events, if material. The specific nature of the information to be contained in the Annual Report and the notices of material events is summarized in Appendix F to the Final Official Statement – “SUMMARY OF THE SERIES 20__ TRUST LOAN AGREEMENTS (INCLUDING THE CONTINUING DISCLOSURE AGREEMENTS FOR THE SERIES 20__ BORROWERS), THE SERIES 20__ FUND LOAN AGREEMENTS AND THE OTHER COVERAGE PROVIDING FUND LOAN AGREEMENTS.”

The Borrower Continuing Disclosure Agreement further requires that the Annual Report shall be delivered by or on behalf of such Borrower to each Nationally Recognized Municipal Securities Information Repository recognized by the SEC (each a “NRMSIR”) and to the State Information Depository recognized by the SEC (the “SID”), if any. Notices of material events
relating to the Trust Loan Bonds of such Borrower will be filed by such Borrower with the Trust, and the notices of material events relating to the Series 20__ Bonds will be filed directly by the Trust with each NRMSIR or with the Municipal Securities Rulemaking Board (the “MSRB”) and the SID, if any. As of the date of this Official Statement, the filing of any information with the Electronic Municipal Market Access facility for municipal securities disclosure of the MSRB shall satisfy the requirement to file such information with each NRMSIR. The obligations under the Borrower Continuing Disclosure Agreement shall continue through final maturity (stated or otherwise) of the Bonds, but shall terminate when any such material “obligated persons” shall no longer meet the material “obligated persons” test with respect to the Bonds. The Trust shall have no liability to the Bondholders or to any other person with respect to the secondary market disclosure of any such material “obligated persons.” See Appendix F to the Final Official Statement – “SUMMARY OF THE SERIES 20__ TRUST LOAN AGREEMENTS (INCLUDING THE CONTINUING DISCLOSURE AGREEMENTS FOR THE SERIES 20__ BORROWERS), THE SERIES 20__ FUND LOAN AGREEMENTS AND THE OTHER COVERAGE PROVIDING FUND LOAN AGREEMENTS”.

In light of the additional security provided for each series of the Bonds as a Coverage Receiving Financing Program (along with the current and all future Coverage Receiving Financing Programs) through certain Fund Loan repayments in Coverage Providing Financing Programs, the Trust has determined that only the Borrowers, Participants and Indirect Participants identified in the immediately succeeding paragraph (if any) will be considered material “obligated persons” within the meaning and for the purposes of Rule 15c2-12 for the Bonds. With respect to all other Borrowers, Participants and Indirect Participants, the Trust has determined that no financial or operating data is material to any decision to purchase, hold or sell the Bonds, and the Trust will not itself provide or cause any such Borrowers, Participants and Indirect Participants to provide any such information with respect to any such Borrowers, Participants and Indirect Participants.

As of the date of issuance of the Bonds, there are no Borrowers that meet this material “obligated persons” test for the Bonds. In addition, as of such issuance, no Participants or Indirect Participants meet this test with respect to the Bonds.

Based upon official interpretations of Rule 15c2-12, the Trust has determined that, in connection with the Bonds, the Series 20__ Financing Program relating to the Bonds is an “obligated person”, as defined in Rule 15c2-12. In addition, on the date of delivery of the Bonds, the Trust will enter into a Trust Continuing Disclosure Agreement (the “Trust Continuing Disclosure Agreement”); the Borrower Continuing Disclosure Agreement and the Trust Continuing Disclosure Agreement shall be referred to collectively herein as the “Continuing Disclosure Agreements”), for the benefit of the beneficial owners of the Bonds, pursuant to which the Trust will agree to comply on a continual basis with the disclosure requirements of Rule 15c2-12 relating to the Bonds. Specifically, the Trust will covenant to provide certain financial information relating to the Series 20__ Financing Program relating to the Bonds, which financial information will be similar to that provided herein in Note 7 to Appendix A to the Final Official Statement, relating to each existing and future Coverage Providing Financing Program (the “Financing Program Annual Report”) to each NRMSIR and the SID, if any. In addition, the Trust will covenant to provide notices of the occurrence of certain enumerated events, if material, relating to the Bonds to each NRMSIR or to the MSRB and the SID, if any. As of the date of this Official Statement, the filing of any information with the Electronic Municipal Market Access facility for municipal securities...
disclosure of the MSRB shall satisfy the requirement to file such information with each NRMSIR. The specific nature of the information to be contained in the Annual Report and the notices of material events is summarized in Appendix E to the Final Official Statement – “SUMMARY OF THE SERIES 20__ BOND RESOLUTIONS, THE MASTER PROGRAM TRUST AGREEMENT AND THE TRUST CONTINUING DISCLOSURE AGREEMENT.”

The sole and exclusive remedy for breach of or default under the Continuing Disclosure Agreements to provide continuing disclosure as described above is an action to compel specific performance of the Continuing Disclosure Agreements by the parties thereto, and no person, including any holder of the Bonds, may recover monetary damages thereunder under any circumstances. In addition, if all or any part of Rule 15c2-12 ceases to be in effect for any reason, then the information required to be provided under the Continuing Disclosure Agreements, insofar as the provision of Rule 15c2-12 no longer in effect required the providing of such information, shall no longer be required to be provided. The Continuing Disclosure Agreements also may be amended or modified without the consent of the holders of the Bonds under certain circumstances set forth therein. Copies of the Continuing Disclosure Agreements when executed by the parties thereto upon the delivery of the Bonds will be on file at the office of the Trustee.
EXHIBIT B

FORM OF NOTICE TO REPOSITORIES OF 
FAILURE TO FILE ANNUAL REPORT

Name Reporting Party: New Jersey Environmental Infrastructure Trust

Name of Bond Issue: New Jersey Environmental Infrastructure Trust "[Bonds]" dated [date]

Date of Issuance: [date]

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the New Jersey Environmental Infrastructure Trust (the "Trust") has not provided an Annual Report with respect to the above-named Bonds as required by the "Trust Continuing Disclosure Agreement" dated as of [date] by and among the Trust, [Trustee], as Trustee, and U.S. Bank Trust National Association, a national banking association, as Master Program Trustee. [The Trust has advised the Trustee that it anticipates that the Annual Report will be filed by ___________.]

____________________
as Trustee

By: ______________________
   Name:
   Title:

Dated: ________________
RESOLUTION NO. 16 – 53

AMENDED RESOLUTION APPROVING STATEWIDE ASSISTANCE INFRASTRUCTURE LOAN (SAIL) TO THE MIDDLESEX COUNTY UTILITIES AUTHORITY

WHEREAS, the New Jersey Environmental Infrastructure Trust’s (Trust) enabling legislation, specifically, N.J.S.A. 58:11B-9.5, authorizes the Trust to issue short-term or temporary loans to repair environmental infrastructure damaged during a disaster or improve the resiliency of such infrastructure in future disasters (hereafter “SAIL Loan Program”); and

WHEREAS, the Board of Directors of the Trust (the “Board”) established the terms, requirements and parameters of SAIL pursuant to Resolution No. 13-73, duly adopted by the Board on December 12, 2013 and entitled “Second Amended and Restated Resolution of the New Jersey Environmental Infrastructure Trust Authorizing the Disaster Relief Emergency Financing Program” (the “SAIL Program Resolution”); and

WHEREAS, the SAIL Program Resolution set forth the Relief Funding Eligibility Conditions that must be satisfied prior to the issuance of a Relief Loan, which conditions include, without limitation, the certification of the Project by the Board; and

WHEREAS, the Middlesex County Utilities Authority has applied for a SAIL Program Loan for Project No. S340699-12 to provide funds to replace and protect equipment at the Sayreville Pump Station; and

WHEREAS, Pursuant to N.J.S.A. 58:11B-9.5(b), the New Jersey Department of Environmental Protection is required to certify that the environmental infrastructure project is necessary to repair damages arising from an act of terrorism, seismic activity, or weather conditions (Disaster) occurring in the past three fiscal years that gave rise to a declaration by the Governor of a state of emergency provided the facility is located in a county which was the subject of a governor declared State of Emergency or an environmental infrastructure project to improve the resiliency of a facility to withstand a Disaster of similar scope and severity occurring in the past three fiscal years that gave rise to a declaration by the Governor of a state of emergency, provided the facility is located in a county which was the subject of a governor declared State of Emergency (NJDEP SAIL Project Certification), and such certification was received on September 28, 2016; and

WHEREAS, on June 9, 2016, the Board of Directors (the “Board”) of the New Jersey Environmental Infrastructure Trust (the “Trust”) adopted Resolution No. 16-27 entitled “Resolution Approving Statewide Assistance Infrastructure Loans (SAIL) to The Middlesex County Utilities Authority” (the “Original Resolution”); and

WHEREAS, the Original Resolution certified the Middlesex County Utilities Authority (the “MCUA”) Project No. S340699-12 for financing pursuant to SAIL in the amount of $86,000,000; and

WHEREAS, subsequent to the adoption of the Original Resolution by the Board of the Trust, the actual estimated project costs for MCUA Project No. S340699-12 have increased based on low bid award; and
WHEREAS, it is the desire of the Trust to amend the Original Resolution for the purpose of increasing the certified amount of the SAIL Program Loan to the MCUA Project No. S340699-12.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the New Jersey Environmental Infrastructure Trust as follows:

Section 1. The Original Resolution is hereby amended to certify Project No. S340699-12 in the amount of $90,000,000 to be undertaken by the Middlesex County Utilities Authority, for financing pursuant to SAIL, in accordance with provisions of the Act and this Resolution.

Section 2. All terms and provisions of the Original Resolution not expressly amended or supplemented hereby shall remain in full force and effect.

Adopted Date: November 10, 2016
Motion Made By: Dan Kennedy
Motion Seconded By: Tim Cunningham
Ayes: 6
Nays: 0
Abstentions: 0
RESOLUTION NO. 16 – 54

AMENDED RESOLUTION APPROVING A STATEWIDE ASSISTANCE INFRASTRUCTURE LOAN (SAIL) TO THE BAYSHORE REGIONAL SEWERAGE AUTHORITY

WHEREAS, the New Jersey Environmental Infrastructure Trust’s (Trust) enabling legislation, specifically, N.J.S.A. 58:11B-9.5, authorizes the Trust to issue short-term or temporary loans to repair environmental infrastructure damaged during a disaster or improve the resiliency of such infrastructure in future disasters (hereafter “SAIL Loan Program”); and

WHEREAS, the Board of Directors of the Trust (the “Board”) established the terms, requirements and parameters of SAIL pursuant to Resolution No. 13-73, duly adopted by the Board on December 12, 2013 and entitled “Second Amended and Restated Resolution of the New Jersey Environmental Infrastructure Trust Authorizing the Disaster Relief Emergency Financing Program” (the “SAIL Program Resolution”); and

WHEREAS, the SAIL Program Resolution set forth the Relief Funding Eligibility Conditions that must be satisfied prior to the issuance of a Relief Loan, which conditions include, without limitation, the certification of the Project by the Board; and

WHEREAS, the Bayshore Regional Sewerage Authority has applied for SAIL Program Loan for Project No. S340697-06 to provide funds for the restoration and mitigation of the water pollution control plant and power distribution system (the Project); and

WHEREAS, Pursuant to N.J.S.A. 58:11B-9.5(b), the New Jersey Department of Environmental Protection is required to certify that the environmental infrastructure project is necessary to repair damages arising from an act of terrorism, seismic activity, or weather conditions (Disaster) occurring in the past three fiscal years that gave rise to a declaration by the Governor of a state of emergency provided the facility is located in a county which was the subject of a governor declared State of Emergency or an environmental infrastructure project to improve the resiliency of a facility to withstand a Disaster of similar scope and severity occurring in the past three fiscal years that gave rise to a declaration by the Governor of a state of emergency, provided the facility is located in a county which was the subject of a governor declared State of Emergency (NJDEP SAIL Project Certification), and such certification was received on June 14, 2016; and

WHEREAS, on June 9, 2016 the Board of Directors (the “Board”) of the New Jersey Environmental Infrastructure Trust (the “Trust”) adopted Resolution No. 16-28 entitled “Resolution Approving a Statewide Assistance Infrastructure Loan (SAIL) to the Bayshore Regional Sewerage Authority,” (the “Original Resolution”); and

WHEREAS, the Original Resolution certified the Bayshore Regional Sewerage Authority (the BRSA”) Project No. S340697-06 for financing pursuant to SAIL in the amount of $12,000,000; and

WHEREAS, subsequent to the adoption of the Original Resolution by the Board of the Trust, the estimated project costs for the BRSA Project No. S340697-06 have increased; and

WHEREAS, it is the desire of the Trust to amend the Original Resolution for the purpose of
increasing the certified amount of the SAIL Program Loan to the BRSA Project No. S340697-06.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of the New Jersey Environmental Infrastructure Trust as follows:

Section 1. The Original Resolution is hereby amended to certify Project No. S340697–06 in the amount of $19,000,000 to be undertaken by the Bayshore Regional Sewerage Authority, for financing pursuant to SAIL, in accordance with provisions of the Act and this Resolution.

Section 2. All terms and provisions of the Original Resolution not expressly amended or supplemented hereby shall remain in full force and effect.

Adopted Date: November 10, 2016

Motion Made By: Dan Kennedy

Motion Seconded By: Roger Ellis

Ayes: 6

Nays: 0

Abstentions: 0
SUMMARY OF ANNOUNCEMENTS:

Executive Director Zimmer summarized the substantive events and correspondence issued since the last Trust Board meeting.

- On November 9, 2016, Executive Director Zimmer, Assistant Director Scangarella, the DEP’s Michele Putnam, Gene Chebra, and Charles Jenkins met with Woolwich Township’s Mayor, Deputy Mayor, staff and representatives from Maser Consulting to discuss potential financing for the Township’s sewer project;

- On November 7, 2016, Executive Director Zimmer and Chief Financial Officer Kaltman attended the WIFIA conference at the EPA Region 2 office in New York City;

- On November 4, 2016, Executive Director Zimmer, Chief Financial Officer Kaltman and members of PFM’s financial team met in New York City with representatives from Fitch Ratings, Moody’s Investor Services and S&P Ratings regarding the Trust’s three upcoming bond issues;

- On November 3, 2016, Executive Director Zimmer and Legal and Compliance Officer Judy Karp presented testimony on three bills to the Senate Environment and Energy Committee including the two (2) fall supplemental appropriation bills for Program, S-2731 and S-2732, which amend the Spring appropriation bills by adding 30 new projects and increasing the loan amounts of 11 existing projects on the project eligibility list thereby increasing the total appropriation amount of projects eligible for long term funding from $411.35 million to $641.6 million, and bill S-853, otherwise known as the Water Infrastructure Savings Enabling (WISE) Act, which requires local governments and authorities seeking to finance $1 million or more of the cost of an environmental infrastructure project to obtain a financing cost estimate from the Trust. All three bills were unanimously approved by the Senate Committee;

- On November 2, 2016, Executive Director Zimmer and DEP Assistant Commissioner Dan Kennedy met with NJ American Water Company’s Vice President and Director of Engineering, Donald Shields to discuss ways in which the Program could more efficiently address those water utility projects which are listed on BPU’s DSIC Foundation Filing List;

- On November 2, 2016, Legal and Compliance Officer Judy Karp participated as a panelist at the Brownfield Coalition of the Northeast Networking and Resource Fair at Mott MacDonald’s Training Facility to discuss the Financing Program’s incentives for sustainable development;

- On November 1, 2016, Chief Financial Officer Kaltman participated in the 32nd Annual Construction Forecast Seminar sponsored by the NJ Alliance for Action;

- On October 31 through November 2, 2016, Executive Director Zimmer and Assistant Director Scangarella participated in the Council of Infrastructure Financing Authorities’ (CIFA) annual conference in Austin, Texas;
• On **October 25, 2016**, Executive Director Zimmer and Legal and Compliance Officer Judy Karp attended the Mid-Atlantic Municipal Markets Conference in Philadelphia which focused largely on compliance issues for local and tax-exempt issuers;

• On **October 14, 2016**, Executive Director Zimmer, Project Operations Manager George Rolon, DEP Assistant Commissioner Dan Kennedy and his staff participated in the Sandy Regional Infrastructure Resilience Coordination (SRIRC) meeting hosted by FEMA Region-2 at their New York headquarters. Topics of discussion included how members of SRIRC could provide beneficial support in the event of a future disaster;

• Trust senior staff participated in the following client project pre-planning meetings or conference calls to discuss program funding issues:
  o Jersey City MUA – Conduit Financing
  o NJ American Water Company – Oak Glen Transmission Main Project

• Executive Director Zimmer continues to serve as Co-chair of the Jersey Water Works Finance Committee and co-hosts quarterly meetings;

• Assistant Director Scangarella and Compliance Officer, Judy Karp continue to meet with DEP SRF staff to discuss the proposed FFY2017 Intended Use Plans;

• Assistant Director Scangarella and the Trust’s I.T. staff continue to meet with the DEP technology and process staffs to further the development of the Financing Program’s H₂LΟans computer system;

• Trust senior staff continue to meet with consultants from CohnReznick to discuss testing of the Trust’s Policies and Procedures; and

• The next Board meeting is scheduled for **December 8, 2016** at 10:00 a.m. at the Trust’s offices.
SUMMARY OF CORRESPONDENCE:

During the past month, the Trust received or sent the following noteworthy correspondence. Pursuant to the Trust’s Green Initiative, the agenda package does not include copies of the following correspondence. Board members should contact the Trust Secretary if they wish to receive hard copies.

- 5.02 Certificates were sent to the following Program borrowers:
  2012C  Newark City  S340 815-12

- Early Payer letters were sent to the following Program borrowers:
  2006  Evesham MUA  S340 838-02
  2008  Gloucester CUA  S340 902-03/04
  2010  Little Egg Harbor MUA  W151600-001
  2012  Northwest Bergen CUA  S340 700-09 (PF)

- On October 28, 2016, a letter was sent to Rockaway Valley RSA regarding project number S340756-02;

- On October 26, 2016, a letter was sent to DEP Commissioner, Bob Martin regarding request for Funds for the SFY2017 Construction Loan and SAIL Loan Programs; and

- On October 24, 2016, letter was sent to the Treasurer requesting approval for the revised the Total Allowable Loan Amount for the Borough of Ocean Gate for the NJEIFP’s bond financing.

A copy of the announcements is available on the Trust’s webpage (https://www.njeit.org) under the recent Board meeting documents section, the announcements will be at the end of the Minutes for each meeting.