TO: Lynda Jeannette ljeannette@njib.gov
Nancy Collazo ncollazo@njib.gov

FROM: Jesse Kirkham, Authorities Unit, Office of the Governor, State of New Jersey

DATE: August 13, 2020

RE: **New Jersey Infrastructure Bank Minutes**

This email is confirmation that the Authorities Unit received the minutes from the August 13, 2020 Board meeting on August 13, 2020. The calculated veto date is August 27, 2020.

Thank you.

Attachment

cc: Joy Johnson

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4 Suite 216
Lawrenceville, NJ 08648-2201

Roger Ellis, Vice Chairperson
Mark Longo, Treasurer
Jack Kocsis, Jr., Secretary
Elizabeth M. Muoio, State Treasurer
Catherine R. McCabe, DEP Commissioner
Diane Gutierrez-Scaccetti, DOT Commissioner
Sheila Oliver, DCA Commissioner

David E. Zimmer, Executive Director

August 13, 2020

Honorable Phil Murphy
Governor of the State of New Jersey
State House
PO Box 001
Trenton, New Jersey 08625

Dear Governor Murphy:

In accordance with the provisions of the New Jersey Infrastructure Trust Act, I hereby transmit for your review and consideration the minutes of the August 13, 2020 meeting of the New Jersey Infrastructure Bank. The New Jersey 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, CFA
Assistant Secretary

Enclosure
cc: Honorable Stephen Sweeney, President of the Senate
Honorable Craig Coughlin, Speaker of the General Assembly

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David E. Zimmer, Executive Director

8/13/2020

NEW JERSEY INFRASTRUCTURE BANK

OPEN PUBLIC MEETING
Thursday, August 13, 2020

1. **CALL TO ORDER:**

A meeting of the New Jersey Infrastructure Bank was convened electronically on Thursday, August 13, 2020 via Go-To-Meeting. Vice Chairperson Ellis called the meeting to order at 10:04 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. Hauch, Mr. Ellis, Ms. Holmes, Mr. Kanef, Mr. Longo, and Ms. Rankin all responded affirmatively.

DIRECTORS
Roger Ellis, Vice Chairperson*
Mark Longo, Treasurer *
Paul Hauch*
(for DEP Commissioner Catherine R. McCabe)
Michael Kanef*
(for State Treasurer Elizabeth M Muoio)
Laine Rankin*
(for DOT Commissioner Diane Gutierrez-Scaccetti)
Kimberly Holmes*
(for DCA Commissioner Sheila Oliver)

OTHERS
David E. Zimmer, Executive Director
Lauren Seidman Kaltman, Chief Financial Officer
Judy Karp, Legal and Compliance Officer & Assistant Director
Leigh Peterson, Chief Operating Officer - Water
Robert Fernandez, Chief Operating Officer - Transportation
James Schmidt, IT Manager
Charles Jenkins, DEP Municipal Finance & Construction Elem*
Joy Johnson, Governor's Authorities Unit*
Aimee Manocchio Nason, Deputy Attorney General*
Victoria Nilsson, Deputy Attorney General*
Richard Nolan, McCarter & English LLP*
Tricia Gasparine, Chiesa Shahinian Giantomasi PC*
Dorit Kressel, Chiesa Shahinian Giantomasi PC*
Bob Lamb, Lamont Financial*
Geoff Stewart, PFM**

(*) Participated via teleconference/Go-To-Meeting
(**) Joined gotomeeting at 10:19am

4. APPROVAL OF THE MINUTES:

Vice Chairperson Ellis opened discussion of the minutes of the I-Bank's June 2020 Board meeting.

There were no comments or questions. Vice Chairperson Ellis requested a motion for approval.

Mr. Longo moved for the approval of the minutes. Ms. Holmes seconded the motion.
Ms. Collazo conducted roll call. The motion was carried with all 6 members voting in favor.

5. ANNOUNCEMENTS:

Executive Director Zimmer summarized a number of the substantive events and correspondence since the last Board meeting:

- On **August 12, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program to county and municipality representatives in Burlington County;
- On **August 11, 2020**, Senior staff and members of Financial Advisor PFM participated on a call with the banking and credit teams of Banking Facility Pool Member JP Morgan Chase to discuss JP Morgan's proposal for a short-term lending facility;
- On **August 6, 2020**, Executive Director Zimmer and CFO Kaltman participated on a call with members of Gloucester County UA to discuss compliance with the I-Bank's COVID-19 credit guidelines;
- On **August 6, 2020**, Executive Director Zimmer attended NJEDA's Kickoff Meeting for Inter-agency Working Group regarding the NJ Green Fund Initiative;
- On **August 6, 2020**, IT Manager Schmidt participated in an I.T. Infrastructure Audit general summary meeting performed and presented by Domain Computer Services;
- On **August 4, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program to county and municipality representatives in Union County;
- On **July 31, 2020**, Executive Director Zimmer and COO Peterson participated in DEP Interagency Council on Climate Resilience hosted by Commissioner McCabe and Assistant Commissioner Rosenblatt;
- On **July 30, 2020**, Assistant Director and Legal and Compliance Officer Karp was a panel participant at the Fourth Annual Blueprint 2025 2X Infrastructure Leadership Forum to discuss State Infrastructure Banks' role as a channel for revitalizing the economy through infrastructure investment.
- On **July 29, 2020**, Executive Director Zimmer, COO Peterson and senior staff from the DEP participated on a call with USEPA to discuss the eligibility of various projects in the potential WIFIA Loan portfolio;
- On **July 28, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program separately to members of the Middlesex County Transportation Coordinating Committee and to county and municipality representatives in Essex County;
- On **July 23, 2020**, Executive Director Zimmer, COO Peterson, and senior staff from the NJDEP participated on a call with representatives from Greener-by-Design, Newark City, Kearny City and Jersey City MUA to discuss incorporating CSO projects into the Essex-Hudson Greenway rails-to-trails project;

- On **July 17, 2020**, Executive Director Zimmer and CFO Kaltman participated on a call with representatives of ACMUA to discuss Program creditworthiness issues and the I-Bank's COVID-19 credit guidelines;
- On **July 10, July 13,** and **July 15, 2020**, Executive Director Zimmer and NJIB's Senior Staff participated in calls with members of the I-Bank's Banking Facility Pool; Morgan Stanley, Barclays and JP Morgan Chase, respectively, to discuss a short-term borrowing facility for the NJIB;
- On **June 19, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program to county and municipality representatives in Morris County;
- On **June 17, 2020**, COO Fernandez and Construction Project Manager Rolon separately presented the Transportation Bank Financing Program to county and municipality representatives in Passaic and Gloucester Counties;
- On **June 16, 2020**, Executive Director Zimmer participated on a call with Assemblyman Karabinchak to discuss the I-Bank's Financing Programs;
- On **June 15, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program to county and municipality representatives in Bergen and Monmouth Counties;
- The next I-Bank Board meeting is scheduled for **Thursday, September 10, 2020** at **10:00 am**. The meeting location will be announced.

A copy of the announcements is available on the I-Bank's webpage https://www.njib.gov/nj/Board+Information.3 (locate under "Board Information", "2020 Board Meetings", then select "Minutes", the announcements will be at the end of the file.)

There were no comments or questions.

6. PUBLIC COMMENTS:

Vice Chairperson Ellis invited comments from the public. There were no comments.

7. UNFINISHED BUSINESS:

A. Mr. Charles Jenkins reported on the status of the Water Bank project pipeline noting that 54 projects have either been Certified or were at the Authorization to Award stage as of August 11, 2020 totaling $754.7 million and that an additional 20 projects totaling $455 million are at the Authorization to Advertise stage.

There were no comments or questions.

B. Chief Operating Officer Fernandez reported on the status of the Transportation Bank project pipeline noting that 3 new projects received allocation totaling $12.5M for the first quarter of SFY2021. Two other projects previously allocated were removed, due to lack of activity, for a decrease of $5.7M (one of these projects is expected to resubmit an application to the program during the fall of 2020). Nine projects, totaling $41.1 million received certification and concurrence of award during the period July 1, 2019. To date the Transportation Bank has allocated a total of $76.3 million in project-related costs.

There were no comments or questions.

C. Executive Director Zimmer reported on the status of the Water Bank Construction and SAIL Loan Programs noting that the I-Bank received 8 loan applications in June and July 2020 totaling $38 million. The Program has 39 Water Bank loan applications outstanding totaling $300.7 million. The Water Bank closed 25 construction loans in June and July totaling $297.3 million. The Program has 166 Construction and SAIL loans outstanding totaling $1.113 billion The Program disbursed $72.1 million of funds to 56 projects in June and July 2020. 161 projects with open construction loans have received disbursements from the Water Bank totaling $514.4 million, or approximately 46.2% of the outstanding short-term loan balance.

Executive Director Zimmer next reported on the status of the Transportation Construction Loan Program noting that the Transportation Bank received 3 new applications for financing in June and July 2020 totaling $12.4 million. The Transportation Bank has a total of 7 loan applications outstanding totaling $32.5 million. The Transportation Bank closed 3 loans in June and July 2020 totaling $16.5 million. The Transportation Bank has 11 closed loans outstanding totaling $49.5 million and disbursed $3.9 million to 6 projects in June and July 2020. 11 projects with open construction loans have received disbursements from the Transportation Bank totaling $13.1 million, or approximately 26.5% of the outstanding short-term loan balance.

There were no comments or questions.

D. Executive Director Zimmer reported that the I-Bank has one outstanding Request for Proposals for an IT Managed Securities Provider and that the contract award would be considered later in the meeting under Agenda Item 8E.

There were no comments or questions.

E. COO Peterson reported on the Aged Loan Inventory, noting that there are a total of 11 remaining aged loans outstanding from 2017 and earlier. The Program closed 1 loan in the previous quarter. Of the 11 outstanding loans, 4 are expected to close in the next 2 quarters and 2 await final requisition. I-Bank and DEP staff are working together with the borrowers to close out these remaining loans.

There were no comments or questions.

F. CFO Kaltman reported on setting the short-term interest rate for the Water and Transportation Bank Programs for the first quarter of SFY2021. The rate for the quarter was set at 0.60% effective July 1, 2020. CFO Kaltman reaffirmed that, pursuant to Resolution No. 20-41, Water Bank borrowers will not be charged interest on short-term construction loans until such time that the I-Bank utilizes short-term funds from an external source.

G. Pursuant to the Credit Policy, Executive Director Zimmer reported on loans made by the I-Bank after the Occurrence of a Material Event. The Credit Policy requires the report to identify the borrower, the loan amount, and how the borrower satisfied the credit conditions involving the Material Event. COVID-19 was determined to be a system-wide Material Event for all prospective Borrowers. Executive Director Zimmer provided a report on the 29 borrowers who received loans in June and July under the COVID-19 Material Event totaling over $336 million.

8. <u>NEW BUSINESS</u>:

A. Executive Director Zimmer introduced Chief Financial Officer Kaltman to present Resolution No. 20-45 accepting the May 2020 Treasurer's Report.

The I-Bank earned $627,093 in May 2020 for a total of $7,053,876 to-date or 88% of the SFY2020 budgeted amount. The I-Bank incurred expenses in May for products and services totaling $600,812 for a total of $6,204,345 to-date or 76% of the SFY2020 year-to-date budgeted amount.

Chief Financial Officer Kaltman asked if there were any comments or questions. Hearing none, Vice Chairperson Ellis requested a motion for approval.

The resolution was moved for adoption by Ms. Holmes and seconded by Mr. Longo.
Ms. Collazo conducted roll call. The motion was carried all 6 members voting in favor.

B. Executive Director Zimmer introduced Chief Financial Officer Kaltman to present Resolution No. 20-46 accepting the June 2020 Treasurer's Report.

The I-Bank earned $1,089,256 in June 2020 for a total of $8,143,133 to-date or 93% of the SFY2020 budgeted amount. The I-Bank incurred expenses in June for products and services totaling $958,365 for a total of $7,162,711 to-date or 80% of the SFY2020 year-to-date budgeted amount.

Chief Financial Officer Kaltman asked if there were any comments or questions. Hearing none. Vice Chairperson Ellis requested a motion for approval.

The resolution was moved for adoption by Mr. Longo and seconded by Mr. Kanef.
Ms. Collazo conducted roll call. The motion was carried with all 6 members voting in favor.

C. Executive Director Zimmer introduced Resolution No. 20-47 authorizing the Executive Director to take the actions necessary to market and issue the I-Bank's anticipated long-term financing bond sales. The Resolution anticipates the possibility that projects may be funded in part with federal WIFIA funds by allowing for adjustments to the loan documents as may be necessary to comply with WIFIA requirements.

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

The resolution was moved for adoption by Mr. Longo and seconded by Ms. Holmes.
Ms. Collazo conducted roll call. The motion was carried with all 6 members voting in favor.

D. Executive Director Zimmer introduced Chief Operating Officer Peterson to present Resolution No. 20-48 authorizing an upsize for two SFY2020 Financing Program Construction ("CLP") Loans currently outstanding to JCMUA in amounts not to exceed $108 million for project no. S340928-24 and $32 million for project no. 0906001-025. The Board previously approved, and the I-Bank closed, two SFY2020 CLP loans to the projects in amounts totaling $81.5 million and $25.1 million respectively.

Chief Operating Officer Peterson asked if there were any comments or questions. Hearing none, Vice Chairperson Ellis requested a motion for approval.

The resolution was moved for adoption by Mr. Longo and seconded by Mr. Kanef.
Ms. Collazo conducted roll call. The motion was carried with all 6 members voting in favor.

E. Executive Director Zimmer introduced I.T. Manager Schmidt to present Resolution No. 20-49 that awards a contract for an I.T. Managed Services Provider to Domain Computer Services ("DCS") for the period of September 1, 2020 through August 31, 2022, with an option to extend for two additional one-year periods, each upon further approval by the Board.

I.T. Manager Schmidt asked if there were any comments or questions. Hearing none, Vice Chairperson Ellis requested a motion for approval.

The resolution was moved for adoption by Mr. Longo and seconded by Mr. Kanef.
Ms. Collazo conducted roll call. The motion was carried with all 6 members voting in favor.

F. Executive Director Zimmer introduced I.T. Manager Schmidt to present Resolution No. 20-50 authorizing the I-Bank to issue a Request for Proposals ("RFP") for an I.T. Managed Security Services Provider ("MSSP"). The MSSP is responsible for providing on and off-site services to maintain the security of the equipment, software, and/or operating systems. The term of the contract is two years with an option to extend the term of the contract for two additional one-year periods, each upon further approval by the Board.

I.T. Manager Schmidt asked if there were any comments or questions. Hearing none, Vice Chairperson Ellis requested a motion for approval.

The resolution was moved for adoption by Ms. Holmes and seconded by Mr. Longo.
Ms. Collazo conducted roll call. The motion was carried with all 6 members voting in favor.

G. Executive Director Zimmer introduced Chief Financial Officer Kaltman to present Resolution No. 20-51 authorizing the I-Bank to issue a RFP for Arbitrage Compliance Services (the "ArbCompliance Provider"). The ArbCompliance Provider is responsible for determining gross proceeds allocable to each issue of tax-exempt debt, calculating arbitrage earnings owed to the IRS, documenting all calculations, preparing required IRS forms and returns, and assisting the I-Bank in planning and budgeting for arbitrage compliance services. The I-Bank's current contract expires on December 31, 2020. The term of the contract is two years with an option to extend two additional one-year periods, each upon further approval by the Board.

Chief Financial Officer Kaltman asked if there were any comments or questions. Hearing none, Vice Chairperson Ellis requested a motion for approval.

The resolution was moved for adoption by Mr. Kanef and seconded by Mr. Longo.
Ms. Collazo conducted roll call. The motion was carried with all 6 members voting in favor.

H. Executive Director Zimmer introduced Assistant Director/Legal & Compliance Officer Karp to present Resolution No. 20-52 authorizing the adoption of the I-Bank's Domestic Violence and Criminal Conduct Policy ("Policy"). The proposed Policy incorporates the Uniform Domestic Violence Policy developed by the Civil Service Commission which offers information and services to employee victims of domestic violence and is required to be adopted by all public employers in the State.

Assistant Director/Legal & Compliance Officer Karp asked if there were any comments or questions.

Mr. Roger Ellis inquired if such a policy is being adopted by other authorities. Ms. Karp responded that all New Jersey State employers are statutorily required to adopt a Domestic Violence Policy based on the Uniform Policy developed by the Civil Service Commission.

Vice Chairperson Ellis then requested a motion for approval.

The resolution was moved for adoption by Ms. Holmes and seconded by Mr. Longo.
Ms. Collazo conducted roll call. The motion was carried with all 6 members voting in favor.

9. <u>EXECUTIVE SESSION</u>:

Executive Director Zimmer noted that there was no need for an Executive Session nor was there any further action required by the Board.

Vice Chairperson Ellis then asked for a motion for an adjournment.

Mr. Longo moved to adjourn the meeting. The motion was seconded by Ms. Holmes.
Ms. Collazo conducted roll call. The motion was carried with all 6 members voting in favor.

The meeting was adjourned at 11:10 am.

RESOLUTION NO. 20 - 45

RESOLUTION AUTHORIZING APPROVAL OF THE MAY 2020 TREASURER'S REPORT

WHEREAS, the New Jersey Infrastructure Bank (the "I-Bank") has reviewed the Treasurer's Report for May 2020; and

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

NOW THEREFORE, BE IT RESOLVED, that the I-Bank hereby accepts the Treasurer's Report for May 2020 and requests that the same be entered into the record.

Adopted Date:	August 13, 2020
Motion Made By:	Ms. Kimberly Holmes
Motion Seconded By:	Mr. Mark Longo
Ayes:	6
Nays:	0
Abstentions:	0

RESOLUTION NO. 20 - 46

RESOLUTION AUTHORIZING APPROVAL OF THE JUNE 2020 TREASURER'S REPORT

WHEREAS, the New Jersey Infrastructure Bank (the "I-Bank") has reviewed the Treasurer's Report for June 2020; and

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

NOW THEREFORE, BE IT RESOLVED, that the I-Bank hereby accepts the Treasurer's Report for June 2020 and requests that the same be entered into the record.

Adopted Date:	August 13, 2020
Motion Made By:	Mr. Mark Longo
Motion Seconded By:	Mr. Michael Kanef
Ayes:	6
Nays:	0
Abstentions:	0

RESOLUTION NO. 20 - 47

RESOLUTION AUTHORIZING VARIOUS ACTIONS AND FORMS OF DOCUMENTS NECESSARY FOR THE LONG-TERM FINANCING OF I-BANK ENVIRONMENTAL INFRASTRUCTURE PROJECTS

WHEREAS, pursuant to Section 5(i) and Section 6(a) of the New Jersey Infrastructure Trust Act, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey (the "State"), as amended and supplemented (N.J.S.A. 58:11B-1 *et seq.*) (the "Act"), the New Jersey Infrastructure Bank, a public body corporate and politic under the laws of the State, created pursuant to the Act (the "I-Bank"), is authorized to issue its bonds (the "I-Bank Bonds") in any principal amounts (subject to the limitations of Section 6(g) of the Act) as in its judgment shall be necessary to provide funds sufficient for any of its corporate purposes, including, without limitation, the making of loans (each, an "I-Bank Loan") to project sponsors (each, a "Project Sponsor") to finance a portion of the costs of the respective environmental infrastructure system projects thereof (each, a "Water Bank Project"); and

WHEREAS, pursuant to Section 5(m) and Section 9(a) of the Act, the I-Bank is authorized to make and contract to make I-Bank Loans to Project Sponsors to finance a portion of the costs of the respective Water Bank Projects thereof, which Project Sponsors may lawfully undertake or acquire and for which they are authorized by law to borrow funds, subject to such terms and conditions as the I-Bank shall determine to be consistent with the purposes thereof; and

WHEREAS, the Board of Directors of the I-Bank (the "Board") currently is scheduled to consider, as part of its agenda at its meeting to be held on or about September 10, 2020, the Water Bank Project applications of certain Project Sponsors for I-Bank Loans from the I-Bank, which I-Bank Loans, if approved, would be made, pursuant to the provisions of the Act, by the I-Bank to such Project Sponsors from the proceeds of I-Bank Bonds, to be issued pursuant to the State Fiscal Year 2021 New Jersey Water Bank Financing Program (Fall Pool) of the I-Bank (the "Program"), which I-Bank Bonds are expected to be issued by the I-Bank, pursuant to the Program, on or about November 10, 2020; and

WHEREAS, notwithstanding the provisions of the preceding clause, the I-Bank currently seeks, and is applying for, funding via a loan (the "WIFIA Loan") from the United States Environmental Protection Agency (the "USEPA"), through the Water Infrastructure Finance and Innovation Act of 2014 (the "WIFIA"), 33 U.S.C. § 3901 *et seq.*, as an additional source of funding that, if received by the I-Bank, may be used by the I-Bank to supplement and replace the proceeds of I-Bank Bonds as a source of funding for a portion of the I-Bank Loan made pursuant to the Program by the I-Bank to certain or all of the Project Sponsors for their respective Water Bank Project; and

WHEREAS, to the extent that the I-Bank is successful in its application for funding from the USEPA through WIFIA via a WIFIA Loan as described herein, the detailed terms of such WIFIA Loan shall be set forth in a loan agreement by and between the I-Bank and the USEPA (the "WIFIA Loan Agreement"), which WIFIA Loan Agreement, and the provisions thereof, shall be subject to the approval hereafter via official action of the Board prior to implementation thereof; and

WHEREAS, to the extent that the I-Bank is successful in its application for funding from the USEPA through WIFIA via a WIFIA Loan as described herein, the I-Bank may elect, as provided herein, to implement the Program (i) pursuant to an alternative schedule that would provide for I-Bank Bonds to be issued by the I-Bank, pursuant to the Program, on a date later than the estimated date of November 10, 2020 projected above, and (ii) in one or more tranches; and

WHEREAS, each I-Bank Loan made pursuant to the Program by the I-Bank to a Project Sponsor for its Water Bank Project shall be made according to the terms and provisions of a loan agreement, by and between the I-Bank and the respective Project Sponsor (each, an "I-Bank Loan Agreement"); and

WHEREAS, the I-Bank, in consultation with its professional advisors, Bond Counsel and the Office of the State Attorney General, has prepared master forms of the I-Bank Loan Agreement, such forms being attached hereto as Exhibit A and made a part hereof, which master forms are subject to further revisions hereafter to the extent required in order to conform with the terms of the WIFIA Loan and the WIFIA Loan Agreement, to the extent that the WIFIA Loan is received by the I-Bank and proceeds thereof are provided by the I-Bank to a given Project Sponsor that shall be a party to such I-Bank Loan Agreement, which further revisions to such master forms shall comply and conform with the terms of the WIFIA Loan and the WIFIA Loan Agreement, as such terms are hereafter approved by official action of the Board (collectively, the "Subsequently Approved WIFIA Terms"); and

WHEREAS, the I-Bank Loan Agreement contains all of the terms and conditions that are applicable to the receipt by the Project Sponsors of I-Bank Loans from the I-Bank, including, without limitation, specific terms and conditions with which each Project Sponsor must comply prior to receipt of an I-Bank Loan from the I-Bank, but remain subject, as applicable hereafter, to the Subsequently Approved WIFIA Terms, as and to the extent provided herein, and do not contain those terms and conditions that cannot be determined until completion of the sale of the I-Bank Bonds or until further evaluation of information to be received by the I-Bank from the Project Sponsors; and

WHEREAS, pursuant to the terms and provisions of the Program and subject to (i) satisfaction in full of the conditions precedent set forth in the hereinafter defined Escrow Agreement and (ii) the final certification of the respective Water Bank Project pursuant to the regulations and procedures of the New Jersey Department of Environmental Protection (the "NJDEP"), the I-Bank and each Project Sponsor shall deposit into escrow (the "Escrow Closing") the duly authorized, executed and delivered I-Bank Loan Agreement (subject to completion, following Escrow Closing, to the extent of those terms and conditions that cannot be determined until completion of the sale of the I-Bank Bonds or until further evaluation of information to be received by the I-Bank from the Project Sponsor) and certain other Program-related documents (collectively, the "Escrowed Program Documents"), which Escrowed Program Documents shall be held in escrow by Zions Bancorporation, National Association d/b/a Zions Bank, a national banking association with trust and fiduciary powers in the State, duly appointed by the Board as escrow agent (the "Escrow Agent"), pursuant to the terms and provisions of an escrow agreement (the "Escrow Agreement") to which the I-Bank, the respective Project Sponsor and the Escrow Agent, *inter alia*, shall be parties, which Escrow Agreement shall establish the terms

and conditions governing the holding in escrow and administering by the Escrow Agent of the Escrowed Program Documents, including, without limitation, the completion of those terms and conditions of the I-Bank Loan Agreement that cannot be determined until completion of the sale of the I-Bank Bonds or until the further evaluation of information to be received by the I-Bank from the Project Sponsor; and

WHEREAS, the I-Bank, in consultation with its professional advisors, Bond Counsel and the Office of the State Attorney General, has prepared master forms of the Escrow Agreement, such forms being attached hereto as Exhibit B and made a part hereof, which master forms hereafter are subject to further revisions to the extent required in order to conform with the Subsequently Approved WIFIA Terms; and

WHEREAS, in furtherance of the intent and goals of the Program, the Board currently is scheduled to consider, as part of its agenda at its meeting to be held on or about September 10, 2020 (subject to deferral to a later date in connection with the Subsequently Approved WIFIA Terms, as provided herein), the adoption of one or more resolutions of the I-Bank, each of which shall authorize the issuance of I-Bank Bonds pursuant to the terms and provisions of an Indenture of Trust, by and between the I-Bank and Zions Bancorporation, National Association d/b/a Zions Bank, a national banking association with trust and fiduciary powers in the State, duly appointed by the Board to act as trustee thereunder (each such resolution and the Indenture of Trust authorized thereby to be referred to collectively herein as the "I-Bank Bond Indenture"), which I-Bank Bond Indenture shall authorize, *inter alia*, (i) the marketing, issuance and sale by the I-Bank of its I-Bank Bonds, (ii) the allocation of the proceeds of the I-Bank Bonds and the proceeds of the WIFIA Loan, as and if applicable, pursuant to the terms hereof to some or all of the Water Bank Projects of the respective Project Sponsors pursuant to the terms of the respective I-Bank Loan Agreement, (iii) the investment of the proceeds of the I-Bank Bonds until expenditure thereof pursuant to the terms of the I-Bank Bond Indenture, and (iv) certain other matters as shall be set forth in the I-Bank Bond Indenture; and

WHEREAS, it is the desire of the Board, in furtherance of the intent and purposes of the Program, that the Chairperson of the I-Bank, the Vice-Chairperson of the I-Bank, the Secretary of the I-Bank, and the Executive Director of the I-Bank, or any other person or persons designated by the Board by resolution to act on behalf of the I-Bank, but in each case subject to the limitations of the by-laws of the I-Bank (each, an "Authorized Officer"), each be severally authorized to act on behalf of the I-Bank and implement in furtherance of the Program (i) the completion of an Escrow Closing with respect to the I-Bank Loan to be made by the I-Bank to each qualifying Project Sponsor for its Water Bank Project from the proceeds of the I-Bank Bonds and the proceeds of the WIFIA Loan, as and if applicable, pursuant to the terms hereof, (ii) the conduct, if necessary, of a hearing (the "TEFRA Hearing") with respect to the I-Bank Bonds pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), (iii)) the submission of a written request by the I-Bank (the "Investment Authorization Request") to the Director of the Division of Investments in the New Jersey Department of the Treasury (the "Director") for approval of the investment by the I-Bank of proceeds of the I-Bank Bonds pursuant to, among other investment instruments that may be deemed appropriate and advantageous, a repurchase agreement that does not conform with State Investment Council regulations, which approval by the Director is dependent upon a finding thereby that such

investment is consistent with the corporate purposes of the I-Bank and (iv) such other actions in connection with the foregoing or such other actions as shall be necessary in furtherance of the intent and purposes of the Program.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the New Jersey Infrastructure Bank, as follows:

Section 1. Authorization of the I-Bank Loan Agreement. In furtherance of the intent and purposes of the Program, the Board hereby approves the execution and delivery at Escrow Closing (but only upon (i) satisfaction in full of the conditions precedent to Escrow Closing set forth in the respective Escrow Agreement and (ii) the final certification of the respective Water Bank Project pursuant to the regulations and procedures of the NJDEP) of an I-Bank Loan Agreement with respect to each I-Bank Loan to be made by the I-Bank to each Project Sponsor, pursuant to the Program, in connection with the respective Water Bank Project thereof, each such I-Bank Loan Agreement to be in substantially the form attached hereto as Exhibit A and made a part hereof, with such revisions and modifications thereto (including, without limitation and to the extent applicable, such revisions and modifications thereto pursuant to the Subsequently Approved WIFIA Terms) as shall be approved by any Authorized Officer, after consultation with counsel to the I-Bank, such approval to be evidenced by the execution thereof by such Authorized Officer; provided, however, that each I-Bank Loan Agreement executed and delivered at Escrow Closing pursuant to the authorization of the Board set forth herein shall be exclusive of the following terms, which terms shall be completed, upon completion of the sale of the I-Bank Bonds and further evaluation of information to be received by the I-Bank from the Project Sponsors, by any Authorized Officer in a manner (i) consistent with the provisions of the I-Bank Bond Indenture and (ii) pursuant to the provisions of the respective Escrow Agreement relating to the completion of such terms: (a) the principal and interest repayment schedules and adjusted principal amount reflecting, as applicable and without limitation, capitalized interest, reserve capacity, administrative fees and issuance expenses, which cannot be finally determined until completion of the sale of the I-Bank Bonds; (b) if applicable pursuant to the then-current Credit Policy of the I-Bank that has been approved by the Board, provisions requiring additional forms of security, such as a deficiency agreement, a letter of credit or a special reserve fund securing the timely repayment of the I-Bank Loan; and (c) provisions relating to the satisfaction of the "funds available" or "cash on hand" requirement pertaining to the funding of unallowable Water Bank Project costs or that portion of allowable Water Bank Project costs not financed with proceeds of the I-Bank Bonds, or the proceeds of the WIFIA Loan, as and if applicable, pursuant to the terms hereof, through the I-Bank Loan Agreement and the corresponding fund loan agreement entered into by and between the NJDEP and the Project Sponsor.

Section 2. Authorization of the Escrow Agreement. In furtherance of the intent and purposes of the Program, the Board hereby approves the execution and delivery at Escrow Closing (but only upon (i) satisfaction in full of the conditions precedent to Escrow Closing set forth in the respective Escrow Agreement and (ii) the final certification of the respective Water Bank Project pursuant to the regulations and procedures of the NJDEP) of an Escrow Agreement with respect to each I-Bank Loan to be made by the I-Bank to each Project Sponsor, pursuant to the Program, in connection with the respective Water Bank Project thereof, each such Escrow Agreement to be in substantially the form attached hereto as Exhibit B and made a part hereof, with such

revisions and modifications thereto (including, without limitation and to the extent applicable, such revisions and modifications thereto pursuant to the Subsequently Approved WIFIA Terms) as shall be approved by any Authorized Officer, after consultation with counsel to the I-Bank, such approval to be evidenced by the execution thereof by such Authorized Officer.

Section 3. Authorization of Escrow Closing. In furtherance of the intent and purposes of the Program, the Board hereby authorizes any Authorized Officer to engage in an Escrow Closing (but only upon (i) satisfaction in full of the conditions precedent to Escrow Closing set forth in the respective Escrow Agreement and (ii) the final certification of the respective Water Bank Project pursuant to the regulations and procedures of the NJDEP), pursuant to the terms and procedures of the Escrow Agreement, with respect to each I-Bank Loan to be made by the I-Bank to each Project Sponsor, pursuant to the Program, in connection with the respective Water Bank Project thereof. The Board hereby authorizes any Authorized Officer, upon consultation with counsel to the I-Bank, (i) to determine the Escrow Closing schedule and (ii) to undertake any other action in furtherance of the Escrow Closing, relating to the I-Bank Loan made by the I-Bank to each Project Sponsor in connection with the respective Water Bank Project thereof, as such Authorized Officer shall determine to be necessary.

Section 4. Authorization of Execution of the I-Bank Loan Agreement, the Escrow Agreement and any other Escrowed Program Documents. In furtherance of the intent and purposes of the Program, the Board hereby authorizes (but only upon (i) satisfaction in full of the conditions precedent to Escrow Closing set forth in the respective Escrow Agreement and (ii) the final certification of the respective Water Bank Project pursuant to the regulations and procedures of the NJDEP) that (i) the I-Bank Loan Agreement, the Escrow Agreement, any other Escrowed Program Documents to which the I-Bank is a party, and any other document required to be executed by the I-Bank in connection with the undertaking and completion of the Escrow Closing, shall be executed in the name of the I-Bank by the manual signature of any Authorized Officer of the I-Bank, and (ii) if required by the terms of such document, its corporate seal shall be impressed, imprinted or otherwise reproduced thereon and attested by the manual signature of the Secretary or Assistant Secretary or other Authorized Officer of the I-Bank.

Section 5. Authorization of Other Action in Furtherance of Escrow Closing. In furtherance of the intent and purposes of the Program, the Board hereby authorizes any Authorized Officer, after consultation with counsel to the I-Bank, to take such other actions and to execute such other documents and instruments as may be necessary or appropriate (and not inconsistent with the terms and provisions of this Resolution, including, without limitation, the terms and provisions of this Resolution relating to the Subsequently Approved WIFIA Terms) to effect the consummation of an Escrow Closing with respect to each I-Bank Loan made by the I-Bank to each Project Sponsor, pursuant to the Program, in connection with the respective Water Bank Project thereof.

Section 6. Authorization of TEFRA Hearing. In furtherance of the intent and purposes of the Program, the Board hereby authorizes any Authorized Officer, after consultation with counsel to the I-Bank, to conduct the TEFRA Hearing with respect to the I-Bank Bonds (as well as publication prior to the TEFRA Hearing of public notice as required by the Code) at such time and in such manner as any Authorized Officer, after consultation with counsel to the I-Bank, shall

determine to be necessary, convenient or desirable in order to satisfy the requirements of the Code.

Section 7. Authorization of Investment Authorization Request. In furtherance of the intent and purposes of the Program, the Board hereby authorizes any Authorized Officer, if determined to be necessary by an Authorized Officer after consultation with counsel to the I-Bank, to submit the Investment Authorization Request to the Director for approval and to undertake any other action necessary in connection with (i) the approval by the Director of the investment by the I-Bank of a portion of the proceeds of the I-Bank Bonds pursuant to, among any other investment instruments that may be deemed appropriate and advantageous by the Authorized Officer, a repurchase agreement that does not conform with State Investment Council regulations and (ii) the finding by the Director that such investment is consistent with the corporate purposes of the I-Bank.

Section 8. Authorization of Action in Furtherance of Program Funding with Proceeds of a WIFIA Loan. To the extent that the I-Bank is successful in its application for funding from the USEPA through WIFIA via a WIFIA Loan as described herein, an Authorized Officer may elect, subject to the Subsequently Approved WIFIA Terms, to implement the Program (i) pursuant to an alternative schedule that would provide for I-Bank Bonds to be issued by the I-Bank, pursuant to the Program, on a date later than the estimated date of November 10, 2020 projected above, and (ii) in one or more tranches.

Section 9. Authorization of Other Action in Furtherance of the Program. The Board hereby authorizes any Authorized Officer, after consultation with counsel to the I-Bank, to take such other actions, to execute such other instruments and to seek such other consents as may be necessary or appropriate (and not inconsistent with the terms and provisions of this Resolution, including, without limitation, the terms and provisions of this Resolution relating to the Subsequently Approved WIFIA Terms) to further the intent and purposes of the Program.

Section 10. Effective Date. This Resolution shall become effective in accordance with the terms of Section 4(i) of the Act (N.J.S.A. 58:11B-4(i)).

Adopted Date:	August 13, 2020
Motion Made By:	Mr. Mark Longo
Motion Seconded By:	Ms. Kimberly Holmes
Ayes:	6
Nays:	0
Abstentions:	0

EXHIBIT A

[MASTER I-BANK LOAN AGREEMENT - MUNICIPAL/COUNTY FORM]

LOAN AGREEMENT

BY AND BETWEEN

NEW JERSEY INFRASTRUCTURE BANK

AND

[NAME OF BORROWER]

DATED AS OF DECEMBER 1, 2020

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NEW JERSEY INFRASTRUCTURE BANK LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into as of December 1, 2020, by and between the NEW JERSEY INFRASTRUCTURE BANK, a public body corporate and politic with corporate succession, and the Borrower (capitalized terms used in this Loan Agreement shall have, unless the context otherwise requires, the meanings ascribed thereto in Section 1.01 hereof);

WITNESSETH THAT:

WHEREAS, the I-Bank, in accordance with the Act, the Bond Indenture and a financial plan approved by the State Legislature in accordance with Sections 22 and 22.1 of the Act, will issue its I-Bank Bonds on or prior to the Loan Closing for the purpose of making the Loan to the Borrower and the Loans to the Borrowers from the proceeds of the I-Bank Bonds to finance a portion of the Costs of Environmental Infrastructure Facilities;

WHEREAS, the Borrower has, in accordance with the Act and the Regulations, made timely application to the I-Bank for a Loan to finance a portion of the Costs of the Project;

WHEREAS, the State Legislature, in accordance with Sections 20 and 20.1 of the Act, has in the form of an appropriations act approved a project priority list that includes the Project and that authorizes an expenditure of proceeds of the I-Bank Bonds to finance a portion of the Costs of the Project;

WHEREAS, the I-Bank has approved the Borrower's application for a Loan from available proceeds of the I-Bank Bonds to finance a portion of the Costs of the Project;

WHEREAS, in accordance with the applicable Bond Act (as defined in the Fund Loan Agreement), and the Regulations, the Borrower has been awarded a Fund Loan for a portion of the Costs of the Project; and

WHEREAS, the Borrower, in accordance with the Act, the Regulations and the Borrower Enabling Act, will issue a Borrower Bond to the I-Bank evidencing said Loan at the Loan Closing.

NOW, THEREFORE, for and in consideration of the award of the Loan by the I-Bank, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

(a) The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "New Jersey 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.

"Administrative Fee" means that portion of Interest on the Loan or Interest on the Borrower Bond payable hereunder as an annual fee of up to four-tenths of one percent (0.40%) of the initial principal amount of the Loan or such lesser amount, if any, as may be authorized by any act of the State Legislature and as the I-Bank may approve from time to time.

"Authorized Officer" means (i) in the case of the I-Bank, the Chairman, Vice-Chairman or Executive Director of the I-Bank, or any other person or persons designated by the I-Bank by resolution to act on behalf of the I-Bank pursuant to this Loan Agreement, and (ii) in the case of the Borrower, any person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower, in either case, to perform any act or execute any document relating to the Loan, the Borrower Bond or this Loan Agreement.

"Bond Counsel" means a law firm appointed or approved by the I-Bank, as the case may be, having a reputation in the field of municipal law whose opinions are generally acceptable by purchasers of municipal bonds.

"Borrower Bond" means the Borrower Bond issued pursuant to the Borrower Enabling Act, authorized, executed, attested and delivered by the Borrower to the I-Bank to evidence and secure the Borrower's obligations to pay the Loan Repayments and all other amounts due and owing by the Borrower under this Loan Agreement, a specimen of which is attached hereto as Exhibit D and made a part hereof, pursuant to which the power and obligation of the Borrower to make such payments shall be unlimited and for the payment of which the Borrower shall, if necessary, levy *ad valorem* taxes upon all the taxable property within the jurisdiction of the Borrower without limitation as to rate or amount.

"Borrowers" means any other Local Government Unit or Private Entity (as such terms are defined in the Regulations) authorized to construct, operate and maintain Environmental Infrastructure Facilities that have entered into Loan Agreements with the I-Bank pursuant to which the I-Bank will make Loans to such recipients from moneys on deposit in the Project Fund, excluding the Project Loan Account.

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

"Construction Financing Program Loan" means any loan that may have been made on the date of the Loan Closing by the I-Bank to the Borrower pursuant to the Construction Financing Program of the I-Bank for the purpose of financing a portion of the Costs of the Project, and, if made and outstanding, shall be identified and described in Exhibit F hereto.

"Costs" means those costs that are eligible, reasonable, necessary, allocable to the 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 as set forth in Exhibit B hereto, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Department" means the New Jersey Department of Environmental Protection.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, described in Exhibit A-1 attached hereto and made a part hereof, a portion of the Costs of which is being financed or refinanced by the I-Bank through the making of the Loan pursuant to the terms and provisions of this Loan Agreement.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Fund Loan" means the loan made to the Borrower by the State, acting by and through the Department, pursuant to the Fund Loan Agreement dated as of December 1, 2020 by and between the Borrower and the State, acting by and through the Department, to finance or refinance a portion of the Costs of the Project.

"Fund Loan Agreement" means the loan agreement dated as of December 1, 2020 by and between the Borrower and the State, acting by and through the Department, regarding the terms and conditions of the Fund Loan.

"I-Bank" means the New Jersey Infrastructure Bank, a public body corporate and politic with corporate succession duly created and validly existing under and by virtue of the Act.

"I-Bank Bond Loan Repayments" means the repayments of the principal amount of the Loan plus the payment of any premium associated with prepaying the principal amount of the Loan in accordance with Section 3.07 hereof plus the Interest Portion.

"I-Bank Bonds" means bonds authorized by Section 2.03 of the Bond Indenture, together with any refunding bonds authenticated and delivered pursuant to Section 2.04 of the Bond Indenture, in each case issued in order to finance (i) the portion of the Loan deposited in the Project Loan Account, (ii) the portion of the Loans deposited in the balance of the Project Fund, (iii) any capitalized interest related to such bonds, and (iv) a portion of the costs of issuance related to such bonds, or to refinance any or all of the above.

"Interest on the Loan" or **"Interest on the Borrower Bond"** means the sum of (i) the Interest Portion, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

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

"Loan" means the loan made by the I-Bank to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement, as further described in Schedule A attached hereto.

"Loan Agreement" means this Loan Agreement, including Schedule A and the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof and of the Bond Indenture.

"Loan Agreements" means any other loan agreements entered into by and between the I-Bank and one or more of the Borrowers pursuant to which the I-Bank will make Loans to such Borrowers from moneys on deposit in the Project Fund, excluding the Project Loan Account, financed with the proceeds of the I-Bank Bonds.

"Loan Closing" means the date upon which the I-Bank shall issue and deliver the I-Bank Bonds and the Borrower shall deliver its Borrower Bond, as previously authorized, executed and attested, to the I-Bank.

"Loan Repayments" means the sum of (i) I-Bank Bond Loan Repayments, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

"Loan Term" means the term of this Loan Agreement provided in Sections 3.01 and 3.03 hereof and in Exhibit A-2 attached hereto and made a part hereof.

"Loans" means the loans made by the I-Bank to the Borrowers under the Loan Agreements from moneys on deposit in the Project Fund, excluding the Project Loan Account.

"Master Program Trust Agreement" means that certain Master Program Trust Agreement, dated as of November 1, 1995, by and among the I-Bank, 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, and the I-Bank, as the same may be amended and supplemented from time to time in accordance with its terms.

"Official Statement" means the Official Statement relating to the issuance of the I-Bank Bonds.

"Preliminary Official Statement" means the Preliminary Official Statement relating to the issuance of the I-Bank Bonds.

"Prime Rate" means the prevailing commercial interest rate announced by the Trustee from time to time in the State as its prime lending rate.

"Project" means the Environmental Infrastructure Facilities of the Borrower described in Exhibit A-1 attached hereto and made a part hereof, which constitutes a project for which the I-Bank is permitted to make a loan to the Borrower pursuant to the Act, the Regulations and the Bond Indenture, a portion of the Costs of which is being financed or refinanced by the I-Bank through the making of the Loan pursuant to the terms and provisions of this Loan Agreement, and which may be identified under either the Drinking Water or Clean Water Project Lists with the Project Number specified in Exhibit A-1 attached hereto.

"Project Fund" means the Project Fund as defined in the Bond Indenture.

"Project Loan Account" means the project loan account established on behalf of the Borrower in the Project Fund in accordance with the Bond Indenture to finance all or a portion of the Costs of the Project.

"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.

"State" means the State of New Jersey.

"Trustee" means, initially, Zions Bancorporation, National Association d/b/a Zions Bank, the Trustee appointed by the I-Bank and its successors as Trustee under the Bond Indenture, as provided in Article X of the Bond Indenture.

"Unexpended Project Funds" shall have the meaning ascribed thereto in Section 3.03A hereof.

(b) In addition to the capitalized terms defined in subsection (a) of this Section 1.01, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in Schedule A attached hereto and made a part hereof.

(c) Except as otherwise defined herein or where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include all genders.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

SECTION 2.01. Representations of Borrower. The Borrower represents for the benefit of the I-Bank, the Trustee and the holders of the I-Bank Bonds as follows:

(a) Organization and Authority.

(i) The Borrower is an Entity duly created and validly existing pursuant to the Constitution and statutes of the State of New Jersey.

(ii) The officers and officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in this Loan Agreement either are or, at the time any such action was performed, were the duly appointed or elected officers and officials of such Borrower, empowered by applicable State law and, if applicable, authorized by ordinance or resolution of the Borrower to perform such actions. To the extent any such action was performed by an officer or official who is no longer the duly acting officer or official of such Borrower, all such actions previously taken by such officer or official remain in full force and effect.

(iii) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Environmental Infrastructure System, to carry on its activities relating thereto, to execute, attest and deliver this Loan Agreement and the Borrower Bond, to sell the Borrower Bond to the I-Bank, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Loan Agreement.

(iv) The proceedings of the Borrower's governing body approving this Loan Agreement and the Borrower Bond, authorizing the execution, attestation and delivery of this Loan Agreement and the Borrower Bond, authorizing the sale of the Borrower Bond to the I-Bank and authorizing the Borrower to undertake and complete the Project (collectively, the "Proceedings") were duly published to the extent required in accordance with all applicable State law, and have been duly and lawfully adopted in accordance with the Borrower Enabling Act and all other applicable State law at a meeting or meetings that were duly called pursuant to required public notice and held in accordance with applicable State law, and at which quorums were present and acting throughout.

(v) By official action of the Borrower taken prior to or concurrent with the execution and delivery hereof, including, without limitation, the Proceedings, the Borrower has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the execution, attestation, delivery and performance of this Loan Agreement and the transactions contemplated hereby; (B) the issuance of the Borrower Bond and the sale thereof to the I-Bank upon the terms set forth herein; (C) the approval of the inclusion, if such inclusion is deemed necessary in the sole discretion of the I-Bank, in the Preliminary Official Statement and the Official Statement of all statements and information relating to the Borrower set forth in "APPENDIX B" thereto

(the "Borrower Appendices") and any amendment thereof or supplement thereto; and (D) the execution, delivery and due performance of any and all other certificates, agreements and instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement, including, without limitation, the designation of the Borrower Appendices portion of the Preliminary Official Statement, if any, as "deemed final" for the purposes and within the meaning of 17 CFR 240.15c2-12, promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 15c2-12").

(vi) This Loan Agreement and the Borrower Bond have each been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower, and the Borrower Bond has been duly sold by the Borrower to the I-Bank and duly issued by the Borrower; and assuming that the I-Bank has all the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, this Loan Agreement, and assuming further that this Loan Agreement is the legal, valid and binding obligation of the I-Bank, enforceable against the I-Bank in accordance with its terms, each of this Loan Agreement and the Borrower Bond constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights; and the information contained under "Description of Loan" in Exhibit A-2 attached hereto and made a part hereof is true and accurate in all respects.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the I-Bank in writing on the Borrower's application for the Loan or otherwise that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or the ability of the Borrower to make all Loan Repayments and any other payments required under this Loan Agreement or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect (i) the undertaking or completion of the Project, (ii) the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, (iii) the ability of the Borrower to make all Loan Repayments or any other payments required under this Loan Agreement, (iv) the authorization, execution, attestation or delivery of this Loan Agreement or the Borrower Bond, (v) the issuance of the Borrower Bond and the sale thereof to the I-Bank, or (vi) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond, which proceedings have not been previously disclosed in writing to the I-Bank either in the Borrower's application for the Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. (i) The authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond by the Borrower and the sale of the Borrower Bond to the I-Bank, (ii) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder and under the Borrower Bond, (iii) the consummation of the transactions provided for in this Loan Agreement and the Borrower Bond, and (iv) the undertaking and completion of the Project will not (A) other than the lien, charge or encumbrance created hereby, by the Borrower Bond and by any other outstanding debt obligations of the Borrower that are at parity with the Borrower Bond as to lien on, and source and security for payment thereon from, the general tax revenues of the Borrower, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the sale of the Borrower Bond to the I-Bank or the receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, its Environmental Infrastructure System or its properties may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System or the ability of the Borrower to make all Loan Repayments, to pay all other amounts due hereunder or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer (i) for the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, (ii) for the sale of the Borrower Bond to the I-Bank, (iii) for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond and (iv) for the undertaking or completion of the Project and the financing or refinancing thereof, including, but not limited to, the approval by the Division of Local Government Services in the New Jersey Department of Community Affairs (the "DLGS") with respect to the issuance by the Borrower of the Borrower Bond to the I-Bank, as required by Section 9a of the Act, and any other approvals required therefor by the DLGS. The Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond or with the undertaking or completion of the Project

and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the sale of the Borrower Bond to the I-Bank, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law. The Borrower:

(i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its properties or for the conduct of its activities that, if not obtained, would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the I-Bank as described in Exhibit B attached hereto and made a part hereof (i) to finance or refinance a portion of the Costs of the Project; and (ii) where applicable, to reimburse the Borrower for a portion of the Costs of the Project, which portion was paid or incurred in anticipation of reimbursement by the I-Bank from proceeds of the Loan and is eligible for such reimbursement pursuant to the Regulations, the Code and any other applicable law. All of such costs constitute Costs for which the I-Bank is authorized to make Loans to the Borrower pursuant to the Act and the Regulations.

(i) Official Statement. The descriptions and information set forth in the Borrower Appendices, if any, contained in the Official Statement relating to the Borrower, its operations and the transactions contemplated hereby, as of the date of the Official Statement, were and, as of the date of delivery hereof, are true and correct in all material respects, and did not and do not contain any untrue statement of a material fact or omit to state a material fact that is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(j) Preliminary Official Statement. As of the date of the Preliminary Official Statement, the descriptions and information set forth in the Borrower Appendices, if any, contained in the Preliminary Official Statement relating to the Borrower, its operations and the transactions contemplated hereby (i) were "deemed final" by the Borrower for the purposes and within the meaning of Rule 15c2-12 and (ii) were true and correct in all material respects, and did not contain any untrue statement of a material fact or omit to state a material fact necessary

to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

SECTION 2.02. Particular Covenants of Borrower.

(a) Full Faith and Credit Pledge. The Borrower unconditionally and irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal and redemption premium, if any, of the Borrower Bond, the Interest on the Borrower Bond and all other amounts due under the Borrower Bond, which Borrower Bond shall secure the Loan Repayments and all other amounts due under this Loan Agreement according to its terms. The Borrower acknowledges that to assure the continued operation and solvency of the I-Bank and to further secure the I-Bank Bonds, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan Repayments, an amount sufficient to satisfy such deficiency shall be paid by the New Jersey State Treasurer to the I-Bank from State-aid otherwise payable to the Borrower.

(b) Performance Under Loan Agreement; Rates. The Borrower covenants and agrees (i) to comply with all applicable state and federal laws, rules and regulations in the performance of this Loan Agreement; (ii) to maintain its Environmental Infrastructure System in good repair and operating condition; (iii) to cooperate with the I-Bank in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the I-Bank under this Loan Agreement; and (iv) to establish, levy and collect rents, rates and other charges for the products and services provided by its Environmental Infrastructure System, which rents, rates and other charges, together with any other moneys available for the purpose, shall be at least sufficient (A) to meet the operation and maintenance expenses of its Environmental Infrastructure System, and (B) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond ordinance, resolution, trust indenture or other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued or to be issued by the Borrower, including without limitation rents, rates and other charges, together with other available moneys, sufficient to pay the principal of and Interest on the Borrower Bond, plus all other amounts due hereunder.

(c) Completion of Project and Provision of Moneys Therefor. The Borrower covenants and agrees to exercise its best efforts in accordance with prudent environmental infrastructure utility practice to complete the Project and to accomplish such completion on or before the Project Completion Date. In undertaking and completing the Project, the Borrower covenants and agrees to comply with each of the terms and provisions contained herein, including, without limitation, Section 2.02(g)(ii) hereof and the Exhibits hereto (including, without limitation, Exhibit G hereto). In order to complete the Project in satisfaction of the terms and provisions hereof, including, without limitation, Section 2.02(g)(ii) hereof and the Exhibits hereto, the Borrower hereby covenants and agrees to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives pursuant to the Loan and the Fund Loan, as well as any outstanding Construction Financing Program Loan, that are required in order to complete the Project.

(d) Disposition of Environmental Infrastructure System. The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System except on ninety (90) days' prior written notice to the I-Bank, and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Borrower shall, in accordance with Section 4.02 hereof, assign this Loan Agreement and the Borrower Bond and its rights and interests hereunder and thereunder to the purchaser or lessee of the Environmental Infrastructure System, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement and the Borrower Bond; and (ii) the I-Bank shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not materially adversely affect (A) the I-Bank's ability to meet its duties, covenants, obligations and agreements under the Bond Indenture, (B) the value of this Loan Agreement or the Borrower Bond as security for the payment of I-Bank Bonds and the interest thereon, or (C) the excludability from gross income for federal income tax purposes of the interest on I-Bank Bonds then outstanding or that could be issued in the future.

(e) Exclusion of Interest from Federal Gross Income and Compliance with Code.

(i) The Borrower covenants and agrees that it shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any I-Bank Bonds now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code.

(ii) The Borrower shall not take any action or omit to take any action that would cause its Borrower Bond or the I-Bank Bonds (assuming solely for this purpose that the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds) to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless the Borrower receives the prior written approval of the I-Bank, the Borrower shall not (A) permit any of the proceeds of the I-Bank Bonds loaned to the Borrower or the Project financed or refinanced with the proceeds of the I-Bank Bonds loaned to the Borrower to be used (directly or indirectly) in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, (B) use (directly or indirectly) any of the proceeds of the I-Bank Bonds loaned to the Borrower to make or finance loans to persons other than "governmental units" (as such term is used in Section 141(c) of the Code), or (C) use (directly or indirectly) any of the proceeds of the I-Bank Bonds loaned to the Borrower to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code.

(iii) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the I-Bank Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action that would cause the I-Bank Bonds (assuming solely for this purpose that the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds) to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(iv) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the I-Bank Bonds to pay the principal of or the interest or redemption premium on or any other amount in connection with the retirement or redemption of any issue of state or local governmental obligations ("refinancing of indebtedness"), unless the Borrower shall (A) establish to the satisfaction of the I-Bank, prior to the issuance of the I-Bank Bonds, that such refinancing of indebtedness will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds, and (B) provide to the I-Bank an opinion of Bond Counsel to that effect in form and substance satisfactory to the I-Bank.

(v) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the I-Bank Bonds to reimburse the Borrower for an expenditure with respect to Costs of the Project paid by the Borrower prior to the issuance of the I-Bank Bonds, unless (A) the allocation by the Borrower of the proceeds of the I-Bank Bonds to reimburse such expenditure complies with the requirements of Treasury Regulations §1.150-2 that are necessary in order to enable the reimbursement allocation to be treated as an expenditure of the proceeds of the I-Bank Bonds for purposes of applying Sections 103 and 141-150, inclusive, of the Code, or (B) such proceeds of the I-Bank Bonds will be used for refinancing of indebtedness that was used to pay Costs of the Project or to reimburse the Borrower for expenditures with respect to Costs of the Project paid by the Borrower prior to the issuance of such indebtedness in accordance with a reimbursement allocation for such expenditures that complies with the requirements of Treasury Regulations §1.150-2.

(vi) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the I-Bank Bonds to pay any costs, or refinance any costs, which are not Costs of the Project that constitute (A) a "capital expenditure," within the meaning of Treasury Regulations §1.150-1, or (B) interest on the I-Bank Bonds accruing during a period commencing on the date of issuance of the I-Bank Bonds and ending on the date that is the later of (I) three years from the date of issuance of the I-Bank Bonds or (II) one year after the completion date with respect to the Project.

(vii) The Borrower shall not use the proceeds of the I-Bank Bonds (assuming solely for this purpose that the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds) in any manner that would cause the I-Bank Bonds to be considered "federally guaranteed" within the meaning of Section 149(b) of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(viii) The Borrower shall not issue any debt obligations that (A) are sold at substantially the same time as the I-Bank Bonds and finance or refinance the Loan made to the Borrower, (B) are sold pursuant to the same plan of financing as the I-Bank Bonds and finance or refinance the Loan made to the Borrower, and (C) are reasonably expected to be paid out of substantially the same source of funds as the I-Bank Bonds and finance or refinance the Loan made to the Borrower.

(ix) Neither the Borrower nor any "related party" (within the meaning of Treasury Regulations §1.150-1) shall purchase I-Bank Bonds in an amount related to the amount of the Loan.

(x) The Borrower will not issue or permit to be issued obligations that will constitute an "advance refunding" of the Borrower Bond within the meaning of Section 149(d)(5) of the Code without the express written consent of the I-Bank, which consent may only be delivered by the I-Bank after the I-Bank has received notice from the Borrower of such contemplated action no later than sixty (60) days prior to any such contemplated action, and which consent is in the sole discretion of the I-Bank.

(xi) The Borrower will not invest amounts held in any reserve or replacement fund of the Borrower (within the meaning of Section 148(d)(1) of the Code) that are allocable to the Borrower Bond evidencing the Loan at a yield in excess of the yield on the I-Bank Bonds, all in accordance with the instructions of the I-Bank, except for any period such amounts constitute proceeds of indebtedness of the Borrower the interest on which is excluded from gross income for purposes of federal income taxation and such amounts have not been reallocated to the I-Bank Bonds as "gross proceeds" of the I-Bank Bonds (in accordance with Treasury Regulations §1.148-6(b) or successor Treasury Regulations applicable to the I-Bank Bonds).

(xii) To the extent proceeds of the I-Bank Bonds are to be used to finance, rather than refinance, Costs of the Project, the Borrower covenants that the Borrower will satisfy the requirements of Treasury Regulations §1.148-2(e)(2) for a three (3) year temporary period with respect to such portion of the Loan. Accordingly, the Borrower represents that, based upon all of the objective facts and circumstances in existence on the date of issuance of the I-Bank Bonds, with respect to the portion of the Loan that is to be used to finance Costs of the Project, (A) within six months of the date of issuance of the I-Bank Bonds used to finance the Project, the Borrower will incur, or will have incurred, a substantial binding obligation to a third party to expend on the Project at least five percent (5%) of such "net sale proceeds" (within the meaning of Treasury Regulations §1.148-1) of the Loan used to finance the Project (treating an obligation as not being binding if it is subject to contingencies within the control of the Borrower, the I-Bank or a "related party" (within the meaning of Treasury Regulations §1.150-1)), (B) completion of such portion of the Project and the allocation to expenditures of the "net sale proceeds" of the Loan used to finance the Project will proceed with due diligence, and (C) all of the proceeds of the Loan used to finance Costs of the Project and investment earnings thereon will be spent prior to the period ending three (3) years subsequent to the date of issuance of the I-Bank Bonds used to finance the Project.

(xiii) Computed as of the issue date of the I-Bank Bonds that are issued to finance or refinance Costs of the Project, the weighted average maturity of the Loan does not exceed 120% of the average reasonably expected economic life of the Project financed or refinanced with the Loan, determined in the same manner as under Section 147(b) of the Code. Accordingly, the term of the Loan will not be longer than is reasonably necessary for the governmental purposes of the Loan within the meaning of Treasury Regulations §1.148-1(c)(4).

(xiv) The Borrower shall only enter into service contracts (including management contracts), with respect to any portion of the Project financed by the I-Bank Bonds, with a "governmental unit" (within the meaning of Section 141 of the Code) or only when any such contract: (i) meets a safe harbor as set forth in Rev. Proc. 2017-13; (ii) the contract or agreement is entered into before August 18, 2017 and is not materially amended or modified after that date, meets a safe harbor set forth in Rev. Proc. 97-13, 1997-1 C.B. 632, as modified by Rev. Proc. 2001-39; 2001-2 C.B. 38, and amplified by Notice 2014-67; or (iii) meets a safe harbor contained in any successor guidance from the Internal Revenue Service, *provided*, that the Borrower delivers an opinion of Bond Counsel, in form and substance satisfactory to the I-Bank, to the effect that the entering into of such contracts by the Borrower will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds.

(xv) The Borrower shall, within thirty (30) days of date the Borrower concludes that no additional proceeds of the Loan will be required to pay Costs of the Project, provide to the I-Bank a certificate of the Borrower evidencing such conclusion.

For purposes of this subsection and subsection (g) of this Section 2.02, quoted terms shall have the meanings given thereto by Section 148 of the Code, including, particularly, Treasury Regulations §§1.148-1 through 1.148-11, inclusive, as supplemented or amended, to the extent applicable to the I-Bank Bonds, and any successor Treasury Regulations applicable to the I-Bank Bonds.

(f) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with prudent environmental infrastructure utility practice, (i) at all times operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner, (ii) maintain its Environmental Infrastructure System in good repair, working order and operating condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its Environmental Infrastructure System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

(g) Records and Accounts.

(i) The Borrower shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records") separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be audited annually by an independent registered municipal accountant or certified public accountant, which may be part of the annual audit of the General Records of the Borrower. Such System Records and General Records shall be made available for inspection by the I-Bank at any reasonable time upon prior written notice, and a copy of such annual audit(s) therefor, including all written comments and recommendations of such accountant, shall be furnished to the I-Bank within 150 days of the close of the fiscal year being so audited, or such additional period of time as shall be consented to by an Authorized Officer of the I-Bank in the sole and absolute discretion thereof, subject to

the application of applicable law relating to such additional period of time for the Borrower to complete its audit.

(ii) Within thirty (30) days following receipt of any Loan proceeds, including without limitation the "Allowance for Administrative Costs" or the "Allowance for Planning and Design" set forth in Exhibit B hereto, the Borrower shall allocate such proceeds to expenditures in a manner that satisfies the requirements of Treasury Regulation §1.148-6(d) and transmit a copy of each such allocation to the I-Bank. No portion of the Allowance for Administrative Costs will be allocated to a cost other than a cost described in N.J.A.C. 7:22-5.11(a) 3, 4, 5 or 6 or on a date later than the 180th day after the Loan Closing. In addition, all costs described in N.J.A.C. 7:22-5.11(a) 3, 4, 5, and 6 and paid by the Borrower from a source other than the proceeds of the Loan shall be paid on a date not later than the 180th day after Loan Closing. No portion of the Allowance for Planning and Design will be allocated to a cost other than a cost described N.J.A.C. 7:22-5.12, or other costs of the Borrower's Environmental Infrastructure System which are "capital expenditures," within the meaning of Treasury Regulations §1.150-1. The Borrower shall retain records of such allocations for at least until the date that is three years after the scheduled maturity date of the I-Bank Bonds. The Borrower shall make such records available to the I-Bank within fifteen (15) days of any request by the I-Bank. Notwithstanding any other provision hereof to the contrary, the Borrower may only submit a requisition for Loan proceeds from the Allowance for Administrative Costs within ninety (90) days of the Loan Closing.

(iii) Unless otherwise advised in writing by the I-Bank, in furtherance of the covenant of the Borrower contained in subsection (f) of this Section 2.02 not to cause the I-Bank Bonds to be arbitrage bonds, the Borrower shall keep, or cause to be kept, accurate records of each investment it makes in any "nonpurpose investment" acquired with, or otherwise allocated to, "gross proceeds" of the I-Bank Bonds not held by the Trustee and each "expenditure" it makes allocated to "gross proceeds" of the I-Bank Bonds. Such records shall include the purchase price, including any constructive "payments" (or in the case of a "payment" constituting a deemed acquisition of a "nonpurpose investment" (e.g., a "nonpurpose investment" first allocated to "gross proceeds" of the I-Bank Bonds after it is actually acquired because it is deposited in a sinking fund for the I-Bank Bonds)), the "fair market value" of the "nonpurpose investment" on the date first allocated to the "gross proceeds" of the I-Bank Bonds, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively received on disposition (or in the case of a "receipt" constituting a deemed disposition of a "nonpurpose investment" (e.g., a "nonpurpose investment" that ceases to be allocated to the "gross proceeds" of the I-Bank Bonds because it is removed from a sinking fund for the I-Bank Bonds)), the "fair market value" of the "nonpurpose investment" on the date it ceases to be allocated to the "gross proceeds" of the I-Bank Bonds, the purchase date and disposition date of the "nonpurpose investment" and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date) for each such "nonpurpose investment". The purchase date, disposition date and the date of determination of "fair market value" shall be the date on which a contract to purchase or sell the "nonpurpose investment" becomes binding, i.e., the trade

date rather than the settlement date. For purposes of the calculation of purchase price and disposition price, brokerage or selling commissions, administrative expenses or similar expenses shall not increase the purchase price of an item and shall not reduce the amount actually or constructively received upon disposition of an item, except to the extent such costs constitute "qualified administrative costs".

(iv) Within thirty (30) days of the last day of the fifth and each succeeding fifth "bond year" (which, unless otherwise advised by the I-Bank, shall be the five-year period ending on the date five years subsequent to the date immediately preceding the date of issuance of the I-Bank Bonds and each succeeding fifth "bond year") and within thirty (30) days of the date the last bond that is part of the I-Bank Bonds is discharged (or on any other periodic basis requested in writing by the I-Bank), the Borrower shall (A) calculate, or cause to be calculated, the "rebate amount" as of the "computation date" or "final computation date" attributable to any "nonpurpose investment" made by the Borrower and (B) remit the following to the I-Bank: (1) an amount of money that when added to the "future value" as of the "computation date" of any previous payments made to the I-Bank on account of rebate equals the "rebate amount", (2) the calculations supporting the "rebate amount" attributable to any "nonpurpose investment" made by the Borrower allocated to "gross proceeds" of the I-Bank Bonds, and (3) any other information requested by the I-Bank relating to compliance with Section 148 of the Code (e.g., information related to any "nonpurpose investment" of the Borrower for purposes of application of the "universal cap").

(v) The Borrower covenants and agrees that it will account for "gross proceeds" of the I-Bank Bonds, investments allocable to the I-Bank Bonds and expenditures of "gross proceeds" of the I-Bank Bonds in accordance with Treasury Regulations §1.148-6. All allocations of "gross proceeds" of the I-Bank Bonds to expenditures will be recorded on the books of the Borrower kept in connection with the I-Bank Bonds no later than 18 months after the later of the date the particular Costs of the Project are paid or the date the portion of the project financed by the I-Bank Bonds is placed in service. All allocations of proceeds of the I-Bank Bonds to expenditures will be made no later than the date that is 60 days after the fifth anniversary of the date the I-Bank Bonds are issued or the date 60 days after the retirement of the I-Bank Bonds, if earlier. Such records and accounts will include the particular Costs paid, the date of the payment and the party to whom the payment was made.

(vi) From time to time as directed by the I-Bank, the Borrower shall provide to the I-Bank a written report demonstrating compliance by the Borrower with the provisions of Section 2.02(e) of this Loan Agreement, each such written report to be submitted by the Borrower to the I-Bank in the form of a full and complete written response to a questionnaire provided by the I-Bank to the Borrower. Each such questionnaire shall be provided by the I-Bank to the Borrower not less than fourteen (14) days prior to the date established by the I-Bank for receipt from the Borrower of the full and complete written response to the questionnaire.

(h) Inspections; Information. The Borrower shall permit the I-Bank and the Trustee (and any party designated by either of such parties to act on its behalf or to assist it, including,

without limitation, their respective professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower shall promptly prepare and provide such written reports and informational summaries as the I-Bank or the Trustee may reasonably require.

(i) Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of, or to, its Environmental Infrastructure System, at least to the extent that similar insurance is typically carried, and considered commercially reasonable, by utilities constructing, operating and maintaining Environmental Infrastructure Facilities of the nature of the Borrower's Environmental Infrastructure System, including liability coverage, all to the extent available at reasonable cost, but in no case less than will satisfy all regulatory requirements applicable to the Borrower and its Environmental Infrastructure System.

(j) Costs of Project. The Borrower certifies that the building cost of the Project, as listed in Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation thereof, and that it will supply to the I-Bank a certificate from a licensed professional engineer authorized to practice in the State stating that such building cost is a reasonable and accurate estimation and that the useful life of the Project exceeds the maturity date of the Borrower Bond.

(k) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized, executed and attested) at the Loan Closing, the Borrower will cause to be delivered to the I-Bank and the Trustee each of the following items:

(i) an opinion of the Borrower's bond counsel substantially in the form of Exhibit E hereto; provided, however, that an Authorized Officer of the I-Bank may permit portions of such opinion to be rendered by general counsel to the Borrower and may permit variances in such opinion from the form set forth in Exhibit E if, in the sole discretion of an Authorized Officer of the I-Bank (following consultation with Bond Counsel), such variances are not to the material detriment of the interests of the holders of the I-Bank Bonds;

(ii) counterparts of this Loan Agreement as previously executed and attested by the parties hereto;

(iii) copies of those ordinances and/or resolutions finally adopted by the governing body of the Borrower and requested by the I-Bank, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of this Loan Agreement, (B) the ordinances and resolutions of the Borrower authorizing the execution, attestation, sale and delivery of the Borrower Bond to the I-

Bank, (C) the resolution of the Borrower, if any, confirming the details of the sale of the Borrower Bond to the I-Bank, (D) the resolution of the Borrower, if any, declaring its official intent to reimburse expenditures for the Costs of the Project from the proceeds of the I-Bank Bonds, each of said ordinances and resolutions of the Borrower being certified by an Authorized Officer of the Borrower as of the date of the Loan Closing, (E) the approval by the DLGS with respect to the issuance by the Borrower of the Borrower Bond to the I-Bank and setting forth any other approvals required therefor by the DLGS, and (F) any other Proceedings;

(iv) if the Loan is being made to reimburse the Borrower for all or a portion of the Costs of the Project or to refinance indebtedness or reimburse the Borrower for the repayment of indebtedness previously incurred by the Borrower to finance all or a portion of the Costs of the Project, an opinion of Bond Counsel, in form and substance satisfactory to the I-Bank, to the effect that such reimbursement or refinancing will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds; and

(v) the certificates of insurance coverage as required pursuant to the terms of Section 3.06(d) hereof and such other certificates, documents, opinions and information as the I-Bank may require in Exhibit F hereto, if any.

(l) Execution and Delivery of Borrower Bond. Concurrently with the delivery of this Loan Agreement at the Loan Closing, the Borrower shall also deliver to the I-Bank the Borrower Bond, as previously executed and attested, upon the receipt of a written certification of the I-Bank that a portion of the net proceeds of the I-Bank Bonds shall be deposited in the Project Loan Account simultaneously with the delivery of the Borrower Bond.

(m) Notice of Material Adverse Change. The Borrower shall promptly notify the I-Bank of any material adverse change in the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or in the ability of the Borrower to make all Loan Repayments and otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(n) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(o) Additional Covenants and Requirements. (i) No later than the Loan Closing and, if necessary, in connection with the I-Bank's issuance of the I-Bank Bonds or the making of the Loan, additional covenants and requirements have been included in Exhibit F hereto and made a part hereof. Such covenants and requirements may include, but need not be limited to, the maintenance of specified levels of Environmental Infrastructure System rates, the issuance of additional debt of the Borrower, the use by or on behalf of the Borrower of certain proceeds of the I-Bank Bonds as such use relates to the exclusion from gross income for federal income tax purposes of the interest on any I-Bank Bonds, the transfer of revenues and receipts from the Borrower's Environmental Infrastructure System, compliance with Rule 15c2-12, 17 CFR

240.10b-5, promulgated by the SEC under the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 10b-5"), and any other applicable federal, state or self-regulatory organizational securities laws, regulations and rules, and matters in connection with the appointment of the Trustee under the Bond Indenture and any successors thereto. The Borrower hereby agrees to observe and comply with each such additional covenant and requirement, if any, included in Exhibit F hereto as if the same were set forth herein in its entirety. (ii) Additional defined terms, covenants, representations and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenants, representations and requirements are incorporated in this Loan Agreement by reference thereto as if set forth in full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant, representation and requirement included in Schedule A as if the same were set forth in its entirety where reference thereto is made in this Loan Agreement.

(p) Continuing Disclosure Covenant. To the extent that the I-Bank, in its sole discretion, determines, at any time prior to the termination of the Loan Term, that the Borrower is a material "obligated person", as the term "obligated person" is defined in Rule 15c2-12, with materiality being determined by the I-Bank pursuant to criteria established, from time to time, by the I-Bank in its sole discretion and set forth in a bond resolution or official statement of the I-Bank, the Borrower hereby covenants that it will authorize and provide to the I-Bank, for inclusion in any preliminary official statement or official statement of the I-Bank, all statements and information relating to the Borrower and deemed material by the I-Bank for the purpose of satisfying Rule 15c2-12 as well as Rule 10b-5, including certificates and written representations of the Borrower evidencing its compliance with Rule 15c2-12 and Rule 10b-5; and the Borrower hereby further covenants that the Borrower shall execute and deliver the Continuing Disclosure Agreement, in substantially the form attached hereto as Exhibit H, with such revisions thereto prior to execution and delivery thereof as the I-Bank shall determine to be necessary, desirable or convenient, in its sole discretion, for the purpose of satisfying Rule 15c2-12 and the purposes and intent thereof, as Rule 15c2-12, its purposes and intent may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction; and pursuant to the terms and provisions of the Continuing Disclosure Agreement, the Borrower shall thereafter provide on-going disclosure with respect to all statements and information relating to the Borrower in satisfaction of the requirements set forth in Rule 15c2-12 and Rule 10b-5, including, without limitation, the provision of certificates and written representations of the Borrower evidencing its compliance with Rule 15c2-12 and Rule 10b-5.

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. Loan; Loan Term.

(a) The I-Bank hereby agrees (i) to make the Loan, as described in Exhibit A-2 attached hereto and made a part hereof, to the Borrower, and (ii) to disburse the proceeds of the Loan to the Borrower in accordance with Section 3.02 hereof. The Borrower hereby agrees to borrow and accept the Loan from the I-Bank upon the terms set forth in Exhibit A-2 attached hereto and made a part hereof. The Borrower agrees that the amount actually deposited in the Project Loan Account at the Loan Closing, plus the Borrower's allocable share of (i) certain costs of issuance and underwriter's discount for all I-Bank Bonds issued to finance the Loan; and (ii) capitalized interest during the Project construction period, if applicable, shall constitute the initial principal amount of the Loan (as the same may be adjusted downward in accordance with the definition thereof), and neither the I-Bank nor the Trustee shall have any obligation thereafter to loan any additional amounts to the Borrower.

(b) Notwithstanding the provisions of subsection (a) of this Section 3.01 to the contrary, the I-Bank shall be under no obligation (i) to make the Loan to the Borrower if (1) at the Loan Closing, the Borrower does not deliver to the I-Bank the Borrower Bond and such other documents as are required pursuant to Section 2.02(k) hereof, or (2) an Event of Default has occurred and is continuing pursuant to, and as defined in, the Bond Indenture or pursuant to this Loan Agreement, or (ii) to disburse the proceeds of the Loan to the Borrower in accordance with Section 3.02 hereof, unless each of the conditions precedent to such disbursement, as set forth in Section 3.02 hereof, have been satisfied in full.

(c) The Borrower shall use the proceeds of the Loan strictly in compliance with the provisions of Section 2.01(h) hereof.

(d) The payment obligations of the Borrower created pursuant to the terms of this Loan Agreement are secured by the Borrower Bond. The obligations of the Borrower to pay the principal of the Borrower Bond, Interest on the Borrower Bond, and other amounts due under the Borrower Bond are each direct, general, irrevocable and unconditional obligations of the Borrower payable from any source legally available to the Borrower, including, without limitation, the general tax revenues of the Borrower, and the Borrower shall, if necessary, levy *ad valorem* taxes upon all the taxable property within the Borrower for the payment of such obligations, without limitation as to rate or amount.

SECTION 3.02. Disbursement of Loan Proceeds.

(a) The Trustee, as the agent of the I-Bank, shall disburse the amounts on deposit in the Project Loan Account to the Borrower (i) upon receipt of a requisition executed by an Authorized Officer of the Borrower, and approved by the I-Bank, in a form satisfying the requirements of Section 5.02(3) of the Bond Indenture, and (ii) subject to the schedule limitations set forth in subsection (c) of this Section 3.02.

(b) The I-Bank and the Trustee shall not be required to disburse any Loan proceeds to the Borrower pursuant to this Loan Agreement, unless:

(i) the proceeds of the I-Bank Bonds shall be available for disbursement, as determined by the I-Bank in its sole and absolute discretion;

(ii) in accordance with the Bond Act and the Regulations, the Borrower shall have timely applied for, shall have been awarded and, prior to or simultaneously with the Loan Closing, shall have closed a Fund Loan for a portion of the Allowable Costs (as defined in such Regulations) of the Project;

(iii) the Borrower shall have funds available to pay for (A) that portion of the total Costs of the Project that is not eligible to be funded from the Fund Loan or the Loan or any outstanding Construction Financing Program Loan, and/or (B) that portion of the total Costs of the Project that exceeds the actual amounts of the loan commitments made by the State and the I-Bank, respectively, for the Fund Loan and the Loan and any outstanding Construction Financing Program Loan; and

(iv) no Event of Default nor any event that, with the passage of time or service of notice or both, would constitute an Event of Default shall have occurred and be continuing hereunder.

(c) Notwithstanding any provision of this Loan Agreement to the contrary, the I-Bank and the Trustee shall not disburse Loan proceeds to the Borrower from the Project Loan Account pursuant to the provisions of this Section 3.02 at any time on or after the Project Loan Account Disbursement Deadline, and, as of such date, any Loan proceeds that remain on deposit in the Project Loan Account shall no longer be available to the Borrower via the disbursement procedures of this Section 3.02, but shall be disbursed only as provided in Section 3.03A hereof.

(d) In connection with the disbursement of Loan proceeds to the Borrower from the Project Loan Account pursuant to the provisions of this Section 3.02, the Borrower shall comply with each of its covenant obligations pursuant to this Loan Agreement relating to such disbursement of Loan proceeds to the Borrower, as well as the use of such Loan proceeds by the Borrower, including without limitation, the provisions of Section 2.02(g)(ii) hereof.

SECTION 3.03. Amounts Payable.

(a) The Borrower shall repay the Loan in installments payable to the Trustee as follows:

(i) the principal of the Loan shall be repaid annually on the Principal Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof, as the same may be amended or modified by any credits applicable to the Borrower as set forth in the Bond Indenture;

(ii) the Interest Portion described in clause (i) of the definition thereof shall be paid semiannually on the Interest Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof, as the same may be amended

or modified by any credits applicable to the Borrower as set forth in the Bond Indenture; and

(iii) the Interest Portion described in clause (ii) of the definition thereof shall be paid upon the date of optional redemption or acceleration, as the case may be, of the I-Bank Bonds allocable to any prepaid or accelerated I-Bank Bond Loan Repayment.

The obligations of the Borrower under the Borrower Bond shall be deemed to be amounts payable under this Section 3.03. Each Loan Repayment, whether satisfied through a direct payment by the Borrower to the Trustee or (with respect to the Interest Portion) through the use of I-Bank Bond proceeds and income thereon on deposit in the Interest Account (as defined in the Bond Indenture) to pay interest on the I-Bank Bonds, shall be deemed to be a credit against the corresponding obligation of the Borrower under this Section 3.03 and shall fulfill the Borrower's obligation to pay such amount hereunder and under the Borrower Bond. Each payment made to the Trustee pursuant to this Section 3.03 shall be applied *first* to the Interest Portion then due and payable, *second* to the principal of the Loan then due and payable, *third* to the payment of the Administrative Fee, and *finally* to the payment of any late charges hereunder.

(b) The Interest on the Loan described in clause (iii) of the definition thereof shall (i) consist of a late charge for any I-Bank Bond Loan Repayment that is received by the Trustee later than its due date and (ii) be payable immediately thereafter in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one-half of one percent (0.50%) per annum on such late payment from its due date to the date it is actually paid; provided, however, that the rate of Interest on the Loan, including, without limitation, any late payment charges incurred hereunder, shall not exceed the maximum interest rate permitted by law.

(c) The Borrower shall receive, as a credit against its semiannual payment obligations of the Interest Portion, the amounts, if any, certified by the I-Bank pursuant to Section 5.10 of the Bond Indenture. Such amounts shall represent the Borrower's allocable share of the interest earnings on certain funds and accounts established under the Bond Indenture, as calculated and determined in accordance with Section 5.10 of the Bond Indenture.

(d) In accordance with the provisions of the Bond Indenture, the Borrower shall receive, as a credit against its I-Bank Bond Loan Repayments, the amounts, if any, set forth in the certificate of the I-Bank filed with the Trustee pursuant to Section 5.02(4) of the Bond Indenture.

(e) The Interest on the Loan described in clause (ii) of the definition thereof shall be paid by the Borrower in the amount of one-half of the Administrative Fee, if any, to the Trustee semiannually on each February 1 and August 1, commencing August 1, 2021.

(f) The "DEP Loan Surcharge or Loan Origination Fee" as defined in Section 8 of Exhibit B attached hereto and made a part hereof, as additionally identified in Exhibit A-2 attached hereto and made a part hereof, (the "DEP Fee") shall be paid by the Borrower to the Trustee on the date indicated therein in satisfaction of the payment obligation of the Borrower to the Department, and the obligation of the Borrower with respect to the payment of such DEP Fee

shall be an obligation of the Borrower under the Borrower Bond and an amount payable pursuant to this Section 3.03. For purposes of crediting and applying the payment by the Borrower of the DEP Fee upon receipt thereof as provided hereby, the Trustee shall credit and apply such payment of the DEP Fee pursuant to the terms and provisions of the Bond Indenture that relate to the payment, crediting and application of the State Administrative Fee (as defined in the Bond Indenture), notwithstanding that fact that (i) the DEP Fee and the State Administrative Fee are separate and distinct fee payment obligations to be satisfied by the Borrower, and (ii) as of the date hereof, there is no State Administrative Fee due and payable by the Borrower. The Trustee, as assignee hereof, hereby agrees to the credit and application of the DEP Fee upon payment thereof as provided hereby.

(g) In the event that the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan Repayment or any other payment required under this Loan Agreement when due, the Borrower hereby acknowledges that the I-Bank may exercise its right under and in accordance with Section 12a of the Act to satisfy such deficiency from State-aid payable to the Borrower. The amount of State-aid so paid to the I-Bank shall be deemed to be a credit against the obligations of the Borrower under this Section 3.03, and any such payment made to the I-Bank shall fulfill the Borrower's obligation to pay such amount under this Loan Agreement and the Borrower Bond. Each such payment of State-aid so made to the I-Bank shall be applied *first* to the Interest Portion then due and payable, *second*, to the extent available, to the principal of the Loan then due and payable, *third*, to the extent available, to the Administrative Fee, *fourth*, to the extent available, to the payment of any late charges incurred hereunder, and *finally*, to the extent available, to any other payment required under this Loan Agreement.

(h) Each payment made by the Borrower pursuant to, and in satisfaction of, the requirements of this Section 3.03 shall be made by the Borrower to the Trustee via an electronic transfer of immediately available funds; provided, however, that upon thirty (30) days prior written notice to the Borrower, an Authorized Officer of the I-Bank may, in the sole discretion of such Authorized Officer, prescribe an alternative method by which payments pursuant to, and in satisfaction of, this Section 3.03 shall be made by the Borrower to the Trustee. Such method as prescribed by an Authorized Officer of the I-Bank may include, without limitation, the automatic debit by the I-Bank or the Trustee of the respective amounts of such payments, as required by this Section 3.03, from an account that shall be identified by the Borrower in writing and recorded on file with the I-Bank and the Trustee.

SECTION 3.03A. Unexpended Project Funds on Deposit in Project Loan Account.

(a) If, on the Project Loan Account Disbursement Deadline, any amounts remain on deposit in the Borrower's Project Loan Account ("Unexpended Project Funds"), such Unexpended Project Funds on deposit in the Borrower's Project Loan Account shall thereafter be applied, as follows:

(i) If the Unexpended Project Funds are less than or equal to the greater of (1) $250,000 or (2) the amount of Loan Repayments due from the Borrower to the I-Bank in the next succeeding calendar year, the Unexpended Project Funds shall be applied by the

I-Bank toward the Borrower's obligation to make the Loan Repayments next coming due; or

(ii) If the Unexpended Project Funds are greater than the greater of (1) $250,000 or (2) the amount of Loan Repayments due from the Borrower to the I-Bank in the next succeeding calendar year, the Unexpended Project Funds shall be applied by the I-Bank as a prepayment of the Borrower's Loan Repayments, and shall be applied to the principal payments (including the premium, if any, associated with any optional or mandatory redemption of I-Bank Bonds) on the Loan in inverse order of their maturity.

(b) The Borrower shall pay all costs and expenses of the I-Bank in connection with any prepayment pursuant to the provisions of subsection (a)(ii) of this Section 3.03A, including, without limitation, the fees of Bond Counsel to the I-Bank and any other professional advisors to the I-Bank.

SECTION 3.04. Unconditional Obligations. The direct, general obligation of the Borrower to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any I-Bank Bonds remain outstanding or any Loan Repayments remain unpaid, for any reason, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Loan Agreement or the Bond Indenture, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the I-Bank, the Trustee or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. The Borrower shall not be obligated to make any payments required to be made by any other Borrowers under separate Loan Agreements or the Bond Indenture.

The Borrower acknowledges that payment of the I-Bank Bonds by the I-Bank does not constitute payment of the amounts due under this Loan Agreement and the Borrower Bond.

The Borrower acknowledges that payment of the I-Bank Bonds from moneys that were originally received by the Trustee pursuant to Section 5.04(1) of the Bond Indenture from repayments by the Borrowers of loans made to the Borrowers by the State, acting by and through the Department, pursuant to loan agreements dated as of December 1, 2020 by and between the Borrowers and the State, acting by and through the Department, to finance or refinance a portion of the Costs of the Environmental Infrastructure Facilities of the Borrowers, does not constitute payment of the amounts due under this Loan Agreement and the Borrower Bond.

SECTION 3.05. Loan Agreement to Survive Bond Indenture and I-Bank Bonds. The Borrower acknowledges that its duties, covenants, obligations and agreements hereunder shall survive the discharge of the Bond Indenture applicable to the I-Bank Bonds and shall survive the payment of the principal and redemption premium, if any, of and the interest on the I-Bank Bonds until the Borrower can take no action or fail to take any action that could adversely affect the exclusion from gross income of the interest on the I-Bank Bonds for purposes of federal income taxation, at which time such duties, covenants, obligations and agreements hereunder shall, except for those set forth in Sections 3.06(a) and (b) hereof, terminate.

SECTION 3.06. Disclaimer of Warranties and Indemnification.

(a) The Borrower acknowledges and agrees that (i) neither the I-Bank nor the Trustee makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Environmental Infrastructure System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the I-Bank or the Trustee or their respective agents be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Environmental Infrastructure System or the Project or any item or products or services provided for in this Loan Agreement; and (iii) to the fullest extent permitted by law, the Borrower shall indemnify and hold the I-Bank and the Trustee harmless against, and the Borrower shall pay any and all, liability, loss, cost, damage, claim, judgment or expense of any and all kinds or nature and however arising and imposed by law, which the I-Bank and the Trustee may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Borrower, the Borrower's ownership of the Environmental Infrastructure System or the Project, or the acquisition, construction or installation of the Project.

(b) It is mutually agreed by the Borrower, the I-Bank and the Trustee that the I-Bank and its officers, agents, servants and employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed under this Loan Agreement and any claim or suit of whatsoever nature, except in the event of loss or damage resulting from their own negligence or willful misconduct. It is further agreed that the Trustee and its directors, officers, agents, servants or employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed pursuant to this Loan Agreement, except in the event of loss or damage resulting from their own negligence or willful misconduct.

(c) The Borrower and the I-Bank agree that all claims shall be subject to, and governed by the provisions of, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.* (except for N.J.S.A. 59:13-9 thereof), notwithstanding the fact that such statute, by its express terms, would not apply to claims arising under contract with the I-Bank but for the provisions of this subsection.

(d) In connection with its obligation to provide the insurance required under Section 2.02(i) hereof: (i) the Borrower shall include, or cause to be included, the I-Bank and its directors, employees and officers as additional "named insureds" on (A) any certificate of liability insurance procured by the Borrower (or other similar document evidencing the liability insurance coverage procured by the Borrower) and (B) any certificate of liability insurance procured by any contractor or subcontractor for the Project, and from the later of the date of the Loan Closing or the date of the initiation of construction of the Project until the date the Borrower receives the written certificate of Project completion from the I-Bank, the Borrower shall maintain said liability insurance covering the I-Bank and said directors, employees and officers in good standing; and (ii) the Borrower shall include the I-Bank as an additional "named insured" on any certificate of insurance providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, and during the Loan Term the Borrower shall maintain said insurance covering the I-Bank in good standing.

The Borrower shall provide the I-Bank with a copy of each of any such original, supplemental, amendatory or reissued certificates of insurance (or other similar documents evidencing the insurance coverage) required pursuant to this Section 3.06(d).

SECTION 3.07. Option to Prepay Loan Repayments. The Borrower may prepay the I-Bank Bond Loan Repayments, in whole or in part (but if in part, in the amount of $100,000 or any integral multiple thereof), upon prior written notice to the I-Bank and the Trustee not less than ninety (90) days in addition to the number of days' advance notice to the Trustee required for any optional redemption of the I-Bank Bonds, and upon payment by the Borrower to the Trustee of amounts that, together with investment earnings thereon, will be sufficient to pay the principal amount of the I-Bank Bond Loan Repayments to be prepaid plus the Interest Portion described in clause (ii) of the definition thereof on any such date of redemption; provided, however, that, with respect to any prepayment other than those required by Section 3.03A hereof, any such full or partial prepayment may only be made (i) if the Borrower is not then in arrears on its Fund Loan, (ii) if the Borrower is contemporaneously making a full or partial prepayment of the Fund Loan such that, after the prepayment of the Loan and the Fund Loan, the I-Bank, in its sole discretion, determines that the interests of the owners of the I-Bank Bonds are not adversely affected by such prepayments, (iii) upon the prior written approval of the I-Bank, and (iv) provided that the Borrower shall agree to pay all costs and expenses of the I-Bank in connection with such prepayment, including, without limitation, the fees of Bond Counsel to the I-Bank and any other professional advisors to the I-Bank. In addition, if at the time of such prepayment the I-Bank Bonds may only be redeemed at the option of the I-Bank upon payment of a premium, the Borrower shall add to its prepayment of I-Bank Bond Loan Repayments an amount, as determined by the I-Bank, equal to such premium allocable to the I-Bank Bonds to be redeemed as a result of the Borrower's prepayment. Prepayments shall be applied first to the Interest Portion that accrues on the portion of the Loan to be prepaid until such prepayment date as described in clause (ii) of the definition thereof and then to principal payments (including premium, if any) on the Loan in inverse order of their maturity.

SECTION 3.08. Priority of Loan and Fund Loan.

(a) The Borrower hereby acknowledges and agrees that, to the extent permitted by law, any repayments then due and payable on the Loan pursuant to this Loan Agreement and

paid by the Borrower and any repayments then due and payable on the Fund Loan pursuant to the Fund Loan Agreement and paid by the Borrower shall be applied by the Trustee, first, to the payment obligations of the Borrower with respect to the Loan and, second, to the payment obligations of the Borrower with respect to the Fund Loan, all in a manner more specifically identified in subsection (b) hereof. The Borrower agrees not to interfere with any such action by the Trustee with respect to the application of repayments as set forth herein.

(b) The Borrower hereby further acknowledges and agrees that, in the event the Borrower fails or is unable to pay promptly to the I-Bank in full any I-Bank Bond Loan Repayments pursuant to this Loan Agreement when due, then any (i) Administrative Fee paid hereunder, (ii) late charges paid hereunder, and (iii) loan repayments paid by the Borrower on its Fund Loan pursuant to its Fund Loan Agreement, any of which payments shall be received by the Trustee during the time of any such I-Bank Bond Loan Repayment deficiency, shall be applied by the Trustee, *first,* to satisfy such I-Bank Bond Loan Repayment deficiency as a credit against the obligations of the Borrower to make payments of the Interest Portion under the Loan and the Borrower Bond, *second*, to the extent available, to make I-Bank Bond Loan Repayments of principal hereunder and payments of principal under the Borrower Bond, *third*, to the extent available, to pay the Administrative Fee, *fourth*, to the extent available, to pay any late charges hereunder, *fifth*, to the extent available, to satisfy the repayment of the Borrower's Fund Loan pursuant to its Fund Loan Agreement, and *finally*, to the extent available, to satisfy the repayment of any administrative fee pursuant to its Fund Loan Agreement.

(c) The Borrower hereby further acknowledges and agrees that any loan repayments paid by the Borrower on its Fund Loan pursuant to its Fund Loan Agreement shall be applied according to the provisions of the Master Program Trust Agreement.

SECTION 3.09. Approval of the New Jersey State Treasurer. The Borrower and the I-Bank hereby acknowledge that, prior to or simultaneously with the Loan Closing, the New Jersey State Treasurer, in satisfaction of the requirements of Section 9a of the Act, issued the "Certificate of the New Jersey State Treasurer Regarding the Approval of the I-Bank Loan and the Fund Loan" (the "Treasurer's Certificate"). Pursuant to the terms of the Treasurer's Certificate, the New Jersey State Treasurer approved the Loan and the terms and conditions thereof as established by the provisions of this Loan Agreement.

ARTICLE IV

ASSIGNMENT OF LOAN AGREEMENT AND BORROWER BOND

SECTION 4.01. Assignment and Transfer by I-Bank.

(a) The Borrower hereby expressly acknowledges that, other than the provisions of Section 2.02(c) hereof, the I-Bank's right, title and interest in, to and under this Loan Agreement and the Borrower Bond have been assigned to the Trustee as security for the I-Bank Bonds as provided in the Bond Indenture, and that if any Event of Default shall occur, the Trustee, pursuant to the Bond Indenture, shall be entitled to act hereunder in the place and stead of the I-Bank. The Borrower hereby acknowledges the requirements of the Bond Indenture applicable to the I-Bank Bonds and consents to such assignment and appointment. This Loan Agreement and the Borrower Bond, including, without limitation, the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce observance and performance by the Borrower of its other duties, covenants, obligations and agreements hereunder, may be further transferred, assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Borrower.

The I-Bank shall retain the right to compel or otherwise enforce observance and performance by the Borrower of its duties, covenants, obligations and agreements under Section 2.02(c) hereof; provided, however, that in no event shall the I-Bank have the right to accelerate the Borrower Bond in connection with the enforcement of Section 2.02(c) hereof.

(b) The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement and the Borrower Bond that the I-Bank deems to be necessary in connection with any refunding of the I-Bank Bonds or the issuance of additional bonds under the Bond Indenture or otherwise, all in connection with the pooled loan program of the I-Bank.

SECTION 4.02. Assignment by Borrower. Neither this Loan Agreement nor the Borrower Bond may be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (i) the I-Bank and the Trustee shall have approved said assignment in writing; (ii) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, obligations and agreements under this Loan Agreement and, to the extent permitted under applicable law, the Borrower Bond; (iii) immediately after such assignment, the assignee shall not be in default in the observance or performance of any duties, covenants, obligations or agreements of the Borrower under this Loan Agreement or the Borrower Bond; and (iv) the I-Bank shall have received an opinion of Bond Counsel to the effect that such assignment will not adversely affect the security of the holders of the I-Bank Bonds or the exclusion of the interest on the I-Bank Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay, or cause to be paid, any I-Bank Bond Loan Repayment required to be paid hereunder when due;

(b) failure by the Borrower to pay, or cause to be paid, the Administrative Fee or any late charges incurred hereunder or any portion thereof when due or to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsections (a) and (f) of this Section 5.01, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the I-Bank, unless the I-Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the I-Bank may not unreasonably withhold its consent to an extension of such time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected;

(c) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect;

(d) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, and/or any proceeding with respect to such petition and/or pursuant to any such law shall occur or be pending (including, without limitation, the operation and administration of the Borrower pursuant to any plan of reorganization approved and implemented under any such law), unless in the case of any such petition filed against the Borrower or any such proceeding, such petition and such proceeding shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal or the further jurisdiction of any court; or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee, but not including a takeover by the Division of Local Government Services in the New Jersey Department of Community Affairs) of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days;

(e) the Borrower shall generally fail to pay its debts as such debts become due;

(f) failure of the Borrower to observe or perform such additional duties, covenants, obligations, agreements or conditions as are required by the I-Bank and specified in each of Exhibit F and Exhibit G attached hereto and made a part hereof; and

(g) the occurrence of an "Event of Default" pursuant to, and as defined in, (i) the Fund Loan Agreement or (ii) any Construction Financing Program Loan that may be outstanding.

SECTION 5.02. Notice of Default. The Borrower shall give the Trustee and the I-Bank prompt telephonic notice, confirmed immediately thereafter with a written notice, of the occurrence of any Event of Default referred to in Section 5.01(d) or (e) hereof and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Borrower acknowledges the rights of the Trustee to direct any and all remedies in accordance with the terms of the Bond Indenture, and the Borrower also acknowledges that the I-Bank shall have the right to take, or to direct the Trustee to take, any action permitted or required pursuant to the Bond Indenture and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder.

In addition, if an Event of Default referred to in Section 5.01(a) hereof shall have occurred and be continuing, the I-Bank shall, to the extent allowed by applicable law and to the extent and in the manner set forth in the Bond Indenture, have the right to declare, or to direct the Trustee to declare, all Loan Repayments and all other amounts due hereunder (including, without limitation, payments under the Borrower Bond) together with the prepayment premium, if any, calculated pursuant to Section 3.07 hereof to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

SECTION 5.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the I-Bank or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by either of them in the collection of I-Bank Bond Loan Repayments or any other sum due hereunder or in the enforcement of the observation or performance of any other duties, covenants, obligations or agreements of the Borrower upon an Event of Default.

SECTION 5.05. Application of Moneys. Any moneys collected by the I-Bank or the Trustee pursuant to Section 5.03 hereof shall be applied (a) *first* to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 5.04 hereof, (b) *second*, to the extent available, to pay the Interest Portion then due and payable, (c) *third*, to the extent available, to pay the principal due and payable on the Loan, (d) *fourth*, to the extent available, to pay the Administrative Fee, any late charges incurred hereunder or any other amounts due and payable under this Loan Agreement, and (e) *fifth*, to the extent available, to pay the Interest Portion and the principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

SECTION 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the I-Bank or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the I-Bank or the Trustee to exercise any remedy reserved to it in this Article V, it shall not be necessary to give any notice other than such notice as may be required in this Article V.

SECTION 5.07. Retention of I-Bank's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Bond Indenture, or anything else to the contrary contained herein, the I-Bank shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the I-Bank may, in its discretion, deem necessary to enforce the obligations of the Borrower to the I-Bank pursuant to Section 5.03 hereof.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, (i) to the Borrower at the address specified in Exhibit A-1 attached hereto and made a part hereof and (ii) to the I-Bank and the Trustee at the following respective addresses:

(a) I-Bank:

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201
Attention: Executive Director

(b) Trustee:

Zions Bancorporation, National Association d/b/a Zions Bank
401 Liberty Avenue, Suite 1729
Pittsburgh, Pennsylvania 15222
Attention: Corporate Trust Department

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the others.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the I-Bank and the Borrower and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications. Except as otherwise provided in this Section 6.04, this Loan Agreement may not be amended, supplemented or modified without the prior written consent of the I-Bank and the Borrower and without the satisfaction of all conditions set forth in Section 11.12 of the Bond Indenture. Notwithstanding the conditions set forth in Section 11.12 of the Bond Indenture, (i) Section 2.02(p) hereof may be amended, supplemented or modified upon the written consent of the I-Bank and the Borrower and without the consent of the Trustee or any holders of the I-Bank Bonds, and (ii) Exhibit H hereto may be amended, supplemented or modified prior to the execution and delivery thereof as the I-Bank, in its sole discretion, shall determine to be necessary, desirable or convenient for the purpose of satisfying Rule 15c2-12 and the purpose and intent thereof as Rule 15c2-12, its purpose and intent may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction, and such amendment, supplement or modification shall not require the consent of the Borrower, the Trustee or any holders of the I-Bank Bonds.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as part of this Loan Agreement.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the I-Bank or an Authorized Officer of the I-Bank, as the case may be, shall be required pursuant to the provisions of this Loan Agreement, such consent or approval may only be given by the I-Bank or an Authorized Officer of the I-Bank, as the case may be, (i) unless otherwise provided by law or by the rules, regulations or resolutions of the I-Bank, or (ii) unless expressly delegated to the Trustee, and (iii) except as otherwise provided in Section 6.09 hereof. Further, whenever the written consent or approval of the I-Bank or an Authorized Officer of the I-Bank, as the case may be, shall be required pursuant to the provisions of this Loan Agreement, such approval or consent of the I-Bank pursuant to the provisions hereof may be either granted or withheld by the I-Bank in its sole and absolute discretion.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Benefit of Loan Agreement; Compliance with Bond Indenture. This Loan Agreement is executed, among other reasons, to induce the purchase of the I-Bank Bonds. Accordingly, all duties, covenants, obligations and agreements of the Borrower herein contained are hereby declared to be for the benefit of, and are enforceable by, the I-Bank, the holders of the I-Bank Bonds and the Trustee. The Borrower covenants and agrees to observe and comply with, and to enable the I-Bank to observe and comply with, all applicable duties, covenants, obligations and agreements contained in the Bond Indenture.

SECTION 6.10. Further Assurances. The Borrower shall, at the request of the I-Bank, authorize, execute, attest, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Borrower Bond.

SECTION 6.11. No Personal Liability. The Borrower hereby acknowledges and agrees that, pursuant to and consistent with the provisions of Section 13 of the Act (N.J.S.A. 58:11B-13), neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to the issuance of the I-Bank Bonds or the making of the Loan pursuant to this Loan Agreement shall be liable personally with respect to the I-Bank Bonds or the Loan or any matters or transactions related thereto.

IN WITNESS WHEREOF, the I-Bank and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

[NAME OF BORROWER]

[SEAL]

By: _____
Authorized Officer
Title

ATTEST:

_____
Authorized Officer
Title

[signature page]

SCHEDULE A

Certain Additional Loan Agreement Provisions

EXHIBIT A-1

Description of Project and Environmental Infrastructure System

EXHIBIT A-2

Description of Loan

EXHIBIT B

Basis for Determination of Allowable Project Costs

EXHIBIT C

Estimated Disbursement Schedule

EXHIBIT D

Specimen Borrower Bond

[ASSESSMENT] [SELF-LIQUIDATING] [QUALIFIED] BORROWER BOND

FOR VALUE RECEIVED, the [NAME OF BORROWER], a [municipal corporation] [political subdivision] duly created and validly existing under the Constitution and laws of the State (the "Borrower"), hereby promises to pay to the order of the New Jersey Infrastructure Bank (the "I-Bank") (i) the principal amount of _____ Dollars ($_____), or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Loan Agreement, together with (ii) Interest on the Loan constituting the Interest Portion, the Administrative Fee and any late charges incurred under the Loan Agreement (as such terms are defined in the Loan Agreement) in the amount calculated as provided in the Loan Agreement, payable on the days and in the amounts and as provided in the Loan Agreement, which principal amount and Interest Portion of the Interest on the Loan shall, unless otherwise provided in the Loan Agreement, be payable on the days and in the amounts as also set forth in Exhibit A attached hereto under the column headings respectively entitled "Principal" and "Interest", plus (iii) any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein. The Borrower irrevocably pledges its full faith and credit and covenants to exercise its unlimited taxing powers for the punctual payment of the principal of and the Interest on this Borrower Bond (as defined in the Loan Agreement) and for the punctual payment of all other amounts due under this Borrower Bond and the Loan Agreement according to their respective terms.

This Borrower Bond is issued pursuant to the "Local Bond Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:2-1 *et seq.*), [the "Municipal Qualified Bond Act", P.L. 1976, c. 38, as amended (N.J.S.A. 40A:3-1 *et seq.*)] other applicable law and the Loan Agreement dated as of December 1, 2020 by and between the I-Bank and the Borrower (the "Loan Agreement"). This Borrower Bond is issued in consideration of the loan made under the Loan Agreement (the "Loan") to evidence and secure the payment obligations of the Borrower set forth therein. [As a qualified bond issued under Title 40A of the New Jersey Statutes, this Borrower Bond is entitled to the benefits of the provisions of the Municipal Qualified Bond Act, codified at N.J.S.A. 40A:3-1 *et seq.*] This Borrower Bond has been assigned to Zions Bancorporation, National Association d/b/a Zions Bank, as trustee (the "Trustee"), under the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and the Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds), as the same may be amended and supplemented in accordance with the terms thereof (the "Bond Indenture"), and payments hereunder shall, except as otherwise provided in the Loan Agreement, be made directly to the Trustee for the account of the I-Bank pursuant to such assignment. Such assignment has been made as security for the payment of the I-Bank Bonds (as defined in the Loan Agreement) issued to finance or refinance the Loan and as otherwise described in the Loan Agreement. This Borrower Bond is subject to further assignment or endorsement in accordance with the terms of the Bond Indenture and the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Borrower Bond.

Pursuant to the Loan Agreement, disbursements shall be made by the Trustee to the Borrower, in accordance with written instructions of the I-Bank, upon receipt by the I-Bank and

the Trustee of requisitions from the Borrower executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Borrower Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the I-Bank under the Loan Agreement or under any other agreement between the Borrower and the I-Bank or out of any indebtedness or liability at any time owing to the Borrower by the I-Bank or for any other reason.

This Borrower Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Borrower Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Borrower Bond to be duly executed, sealed and delivered as of December 2, 2020.

[NAME OF BORROWER]

[SEAL]

By:_____
Mayor

ATTEST:

_____
Clerk

By:_____
[Treasurer] [Chief Financial Officer]

New Jersey Infrastructure Bank hereby assigns the foregoing Borrower Bond to Zions Bancorporation, National Association d/b/a Zions Bank (the "Trustee"), as the I-Bank's Trustee under the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and the Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds), as the same may be amended and supplemented in accordance with the terms thereof (the "Bond Indenture"), all as of the date of this Borrower Bond, as security for the I-Bank Bonds issued or to be issued under the Bond Indenture to finance or refinance the Project Fund (as defined in the Bond Indenture).

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By:_____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

EXHIBIT E

Opinions of Borrower's Bond Counsel and General Counsel

See Closing Item ____

[LETTERHEAD OF COUNSEL TO BORROWER]

December 2, 2020

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201

Zions Bancorporation, National Association d/b/a Zions Bank
401 Liberty Avenue, Suite 1729
Pittsburgh, Pennsylvania 15222
Attention: Corporate Trust Department

Ladies and Gentlemen:

We have acted as counsel to [Name of Borrower], a [municipal corporation] [political subdivision] of the State (the "Borrower"), which has entered into a Loan Agreement (as hereinafter defined) with the New Jersey Infrastructure Bank (the "I-Bank"), and have acted as such in connection with the authorization, execution, attestation and delivery by the Borrower of its Loan Agreement and Borrower Bond (as hereinafter defined). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

In so acting, we have examined the Constitution and laws of the State of New Jersey, including, without limitation, the "Local Bond Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:2-1 *et seq.*)[, the "Municipal Qualified Bond Act", P.L. 1976, c. 38, as amended (N.J.S.A. 40A:3-1 *et seq.*),] and the various ordinances and resolutions of the Borrower identified herein. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

(a) the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and Zions Bancorporation, National Association d/b/a Zions Bank, as Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds);

(b) the Loan Agreement dated as of December 1, 2020 (the "Loan Agreement") by and between the I-Bank and the Borrower;

(c) the proceedings of the governing body of the Borrower relating to the approval of the Loan Agreement and the execution, attestation and delivery thereof on behalf of the Borrower and the authorization of the undertaking and completion of the Project;

(d) the Borrower Bond dated December 2, 2020 (the "Borrower Bond") issued by the Borrower to the I-Bank to evidence and secure the Loan; and

(e) the proceedings (together with the proceedings referred to in clause (c) above and Section 5 below, the "Proceedings") of the governing body of the Borrower, including, without

limitation, [a] bond ordinance[s] of the Borrower finally adopted on [……] [and […..], respectively,] and [respectively] entitled "[TITLE OF ORDINANCE]" [and "[TITLE OF ORDINANCE]"], and [a] resolution[s] of the Borrower adopted pursuant to the provisions of N.J.S.A. [40A:2-26 (f) and] 40A:2-27 on […..] [and [….], respectively,] and [respectively] entitled "[TITLE OF RESOLUTION]" [and "[TITLE OF RESOLUTION]"] (collectively, the "Borrower Bond Proceedings"), all relating to the authorization of the Borrower Bond and the sale, execution, attestation and delivery thereof to the I-Bank (the Loan Agreement and the Borrower Bond are referred to herein collectively as the "Loan Documents").

We have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates and other instruments, and have made such investigation of law as in our judgment we have deemed necessary or appropriate, to enable us to render the opinions expressed below.

We are of the opinion that:

1. The Borrower is a [municipal corporation] [political subdivision] duly created and validly existing pursuant to the Constitution and statutes of the State of New Jersey, with the legal right to carry on the business of its Environmental Infrastructure System as currently being conducted and as proposed to be conducted.

2. The Borrower has full legal right and authority to execute, attest and deliver the Loan Documents, to sell the Borrower Bond to the I-Bank, to observe and perform its duties, covenants, obligations and agreements under the Loan Documents and to undertake and complete the Project.

3. The officers and officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in the Loan Agreement are, and at the time any such action was performed were, the duly appointed or elected officers and officials of the Borrower empowered by applicable New Jersey law and authorized by ordinance or resolution of the Borrower to perform such actions.

4. The Borrower has unconditionally and irrevocably pledged its full faith and credit and covenanted to exercise its unlimited taxing powers for the punctual payment of the principal and redemption premium, if any, of the Borrower Bond, Interest on the Borrower Bond and all other amounts due under the Borrower Bond, which Borrower Bond secures the Loan Repayments and all other amounts due under the Loan Documents according to their respective terms. [The Borrower Bond is entitled to the benefits of the Municipal Qualified Bond Act.]

5. The proceedings of the Borrower's governing body (i) approving the Loan Documents, (ii) authorizing their execution, attestation and delivery on behalf of the Borrower, (iii) with respect to the Borrower Bond only, authorizing its sale by the Borrower to the I-Bank, (iv) authorizing the Borrower to consummate the transactions contemplated by the Loan Documents, (v) authorizing the Borrower to undertake and complete the Project, and (vi) authorizing the execution and delivery of all other certificates, agreements, documents and

instruments in connection with the execution, attestation and delivery of the Loan Documents, have each been duly and lawfully adopted and authorized in accordance with applicable law and applicable ordinances or resolutions of the Borrower, including, without limitation and where applicable, the Local Bond Law [and the Municipal Qualified Bond Act], the Borrower Bond Proceedings and the other Proceedings, which Proceedings constitute all of the actions necessary to be taken by the Borrower to authorize its actions contemplated by clauses (i) through (vi) above and which Proceedings were duly approved and published, where necessary, in accordance with applicable New Jersey law at a meeting or meetings duly called pursuant to necessary public notice and held in accordance with applicable New Jersey law and at which quorums were present and acting throughout.

6. The Loan Documents have been duly authorized, executed, attested and delivered by the Authorized Officers of the Borrower and the Borrower Bond has been duly sold by the Borrower to the I-Bank; and assuming in the case of the Loan Agreement that the I-Bank has the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, the Loan Agreement, the Loan Documents constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion is rendered as to the availability of any particular remedy.

7. The authorization, execution, attestation and delivery of the Loan Documents by the Borrower and the sale of the Borrower Bond to the I-Bank, the observation and performance by the Borrower of its duties, covenants, obligations and agreements thereunder, the consummation of the transactions contemplated therein, and the undertaking and completion of the Project do not and will not (i) result in any breach of any of the terms, conditions or provisions of, or (ii) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

8. All approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Borrower in connection with the authorization, execution, attestation, delivery and performance of the Loan Documents, the sale of the Borrower Bond and the undertaking and completion of the Project have been obtained or made.

9. There is no litigation or other proceeding pending or, to our knowledge, after due inquiry, threatened in any court or other tribunal of competent jurisdiction (either state or

federal) (i) questioning the creation, organization or existence of the Borrower, (ii) questioning the validity, legality or enforceability of the Loan or the Loan Documents, (iii) questioning the undertaking or completion of the Project, (iv) otherwise challenging the Borrower's ability to consummate the transactions contemplated by the Loan or the Loan Documents, or (v) that, if adversely decided, would have a materially adverse impact on the financial condition of the Borrower.

10. The Borrower has no bonds, notes or other debt obligations outstanding that are superior or senior to the Borrower Bond as to lien on, and source and security for payment thereof from, the general tax revenues of the Borrower.

11. To the best of our knowledge, upon due inquiry, (i) all representations made by the Borrower contained within subsections (e) and (g) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement are true, accurate and complete, and (ii) all expectations contained therein are reasonable, and we know of no reason why the Borrower would be unable to comply on a continuing basis with the covenants contained within subsections (e) and (g) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement.

12. Assuming that (i) the Borrower complies on a continuing basis with the covenants contained in subsections (e) and (g) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement, (ii) interest on the I-Bank Bonds is otherwise excluded from gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and (iii) the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds, the application of the proceeds of the Loan for their intended purposes will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds and no portion of the I-Bank Bonds will be used in a private use, within the meaning of Section 141 of the Code.

We hereby authorize McCarter & English, LLP, acting as bond counsel to the I-Bank, and the Attorney General of the State of New Jersey, acting as general counsel to the I-Bank, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

Additional Covenants and Requirements

EXHIBIT G

General Administrative Requirements
for the New Jersey Water Bank

EXHIBIT H

Form of Continuing Disclosure Agreement

EXHIBIT B

LOAN AGREEMENT

BY AND BETWEEN

NEW JERSEY INFRASTRUCTURE BANK

AND

[NAME OF BORROWER]

DATED AS OF DECEMBER 1, 2020

IN WITNESS WHEREOF, the I-Bank and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

[NAME OF BORROWER]

[SEAL]

By: _____
Authorized Officer
Title

ATTEST:

_____
Authorized Officer
Title

SCHEDULE A

Certain Additional Loan Agreement Provisions

In addition to the terms defined in subsection (a) of Section 1.01 of this Loan Agreement, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in this Schedule A.

Additional Definitions:

"Bond Indenture" means the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and the Trustee (as defined in the Loan Agreement), with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds).

"Borrower" means _____, an Entity duly created and validly existing pursuant to the laws of the State of New Jersey, including, without limitation, the Borrower Enabling Act, and its successors and assigns.

"Borrower Enabling Act" means, collectively, the "Local Bond Law", constituting Chapter 169 of the Pamphlet Laws of 1960 of the State (codified at N.J.S.A. 40A:2-1 et seq.), as the same may from time to time be amended and supplemented, and the "Local Budget Law", P.L. 1960, c. 169, as amended (N.J.S.A. 40A:4-1 et seq.), as the same may from time to time be amended and supplemented.

"Entity" means a [county] [municipal corporation] of the State of New Jersey.

"Interest Payment Dates" means February 1 and August 1 of each year, commencing on _____ 1, 20__.

"Loan" means the loan made by the I-Bank to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the amount of the Loan at any time shall be the initial aggregate principal amount of the Borrower Bond (which amount equals the amount actually deposited in the Project Loan Account at the Loan Closing plus the Borrower's allocable share of [(i)] certain costs of issuance, and underwriter's discount for all I-Bank Bonds issued to finance the Loan[,] [and (ii) capitalized interest during the Project construction period]), less any amount of such principal amount that has been repaid by the Borrower under this Loan Agreement and less any adjustment made pursuant to the provisions of the Bond Indenture, including, without limitation, Section 5.02(4) thereof, N.J.A.C. 7:22-4.26 and the appropriations act of the State Legislature authorizing the expenditure of I-Bank Bond proceeds to finance a portion of the Costs of the Project.

"Principal Payment Dates" means August 1 of each year, commencing on August 1, 20__.

"Proceedings" means [a] bond ordinance[s] of the Borrower finally adopted on [DATE] [and [DATE], respectively,] and [respectively] entitled "[TITLE OF ORDINANCE]" [and

"[TITLE OF ORDINANCE]"], and [a] resolution[s] of the Borrower adopted pursuant to the provisions of N.J.S.A. 40A:2-27 [and 40A:2-26(f)] on [DATE] [and [DATE], respectively,] and [respectively] entitled "[TITLE OF RESOLUTION]" [and "[TITLE OF RESOLUTION]"].

"Project Completion Date" means [_____, notwithstanding any provisions of Exhibit C to this Loan Agreement to the contrary] [or in the case of a "split project": include the "Completion of Construction" date from Exhibit C of the NJDEP Exhibits, and add ", such date being identified as the "Completion of Construction" date as set forth in Exhibit C to this Loan Agreement, subject to the extension thereof by an Authorized Officer of the I-Bank, at the sole and absolute discretion thereof, as evidenced by a certificate of such Authorized Officer of the I-Bank that shall be provided to the Borrower."].

"Project Loan Account Disbursement Deadline" means _____.

EXHIBIT F

Additional Covenants and Requirements

[None.]

[Insert current refunding covenants, if any]:

Construction Loan:

(a) A portion of the proceeds of the Loan received by the Borrower in the amount of $_____will be used to pay a portion of the outstanding principal amount of a short-term loan made by the I-Bank to the Borrower on [short-term loan closing date], in the original aggregate principal amount of $_____ (the "Construction Loan"), which Construction Loan currently is outstanding in the aggregate principal amount of $_____.

(b) Proceeds of the Construction Loan were used to finance Costs of the Project. No portion of the proceeds received from the Construction Loan or the Loan have been or will be used to pay Costs of the Project which were paid more than 60 days prior to _____, the date on which the Borrower adopted [a resolution] [an ordinance] which expressed Borrower's official intent to reimburse itself for Costs of the Project, if any, paid prior to the date the Construction Loan was made.

[For "split projects"]:

Construction Financing Program Loan:

[For Projects financed with "Sandy" principal forgiveness]:

No FEMA Reimbursement:

The Borrower represents, warrants and agrees that no amounts provided to the Borrower by the United States Federal Emergency Management Agency shall be applied to reimburse the Borrower for any Costs of the Project.

[For Municipal or County Facilities with a Private User Only, i.e., Qualified Private Activity Bonds]:

Qualified Private Activity Bonds:

(a) No portion of the proceeds of the I-Bank Bonds loaned to the Local Unit will be used to finance issuance costs (within the meaning of Section 147(g) of the Code).

(b) Assuming for this purpose that (i) the I-Bank has used two percent (2%) of the proceeds of the I-Bank Bonds to finance issuance costs (within the meaning of Section 147(g) of the Code), (ii) the proceeds of the I-Bank Bonds loaned to the Local Unit represent all of the remaining proceeds of the I-Bank Bonds, (iii) the I-Bank Bonds are issued as qualified bonds (within the meaning of Section 141(e) of the Code) that meet the requirements of Section [142(a)(4] [142(a)(5)] of the Code, and (iv) interest on the I-Bank Bonds is otherwise excluded from the gross income of the holders thereof for federal income tax purposes under the Code, the Local Unit shall not, directly or indirectly, use or permit the use of any proceeds of the I-Bank Bonds in a manner that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds.

[MASTER I-BANK LOAN AGREEMENT - AUTHORITY FORM]

LOAN AGREEMENT

BY AND BETWEEN

NEW JERSEY INFRASTRUCTURE BANK

AND

[NAME OF BORROWER]

DATED AS OF DECEMBER 1, 2020

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NEW JERSEY INFRASTRUCTURE BANK LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into as of December 1, 2020, by and between the NEW JERSEY INFRASTRUCTURE BANK, a public body corporate and politic with corporate succession, and the Borrower (capitalized terms used in this Loan Agreement shall have, unless the context otherwise requires, the meanings ascribed thereto in Section 1.01 hereof);

WITNESSETH THAT:

WHEREAS, the I-Bank, in accordance with the Act, the Bond Indenture and a financial plan approved by the State Legislature in accordance with Sections 22 and 22.1 of the Act, will issue its I-Bank Bonds on or prior to the Loan Closing for the purpose of making the Loan to the Borrower and the Loans to the Borrowers from the proceeds of the I-Bank Bonds to finance a portion of the Costs of Environmental Infrastructure Facilities;

WHEREAS, the Borrower has, in accordance with the Act and the Regulations, made timely application to the I-Bank for a Loan to finance a portion of the Costs of the Project;

WHEREAS, the State Legislature, in accordance with Sections 20 and 20.1 of the Act, has in the form of an appropriations act approved a project priority list that includes the Project and that authorizes an expenditure of proceeds of the I-Bank Bonds to finance a portion of the Costs of the Project;

WHEREAS, the I-Bank has approved the Borrower's application for a Loan from available proceeds of the I-Bank Bonds to finance a portion of the Costs of the Project;

WHEREAS, in accordance with the applicable Bond Act (as defined in the Fund Loan Agreement), and the Regulations, the Borrower has been awarded a Fund Loan for a portion of the Costs of the Project; and

WHEREAS, the Borrower, in accordance with the Act, the Regulations, the Borrower Enabling Act and the Local Authorities Fiscal Control Law, will issue a Borrower Bond to the I-Bank evidencing said Loan at the Loan Closing.

NOW, THEREFORE, for and in consideration of the award of the Loan by the I-Bank, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

(a) The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "New Jersey 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.

"Administrative Fee" means that portion of Interest on the Loan or Interest on the Borrower Bond payable hereunder as an annual fee of up to four-tenths of one percent (0.40%) of the initial principal amount of the Loan or such lesser amount, if any, as may be authorized by any act of the State Legislature and as the I-Bank may approve from time to time.

"Authorized Officer" means (i) in the case of the I-Bank, the Chairman, Vice-Chairman or Executive Director of the I-Bank, or any other person or persons designated by the I-Bank by resolution to act on behalf of the I-Bank pursuant to this Loan Agreement, and (ii) in the case of the Borrower, any person or persons authorized pursuant to a resolution or ordinance of the governing body of the Borrower, in either case, to perform any act or execute any document relating to the Loan, the Borrower Bond or this Loan Agreement.

"Bond Counsel" means a law firm appointed or approved by the I-Bank, as the case may be, having a reputation in the field of municipal law whose opinions are generally acceptable by purchasers of municipal bonds.

"Borrower Bond" means the revenue bond authorized, executed, attested and delivered by the Borrower to the I-Bank and authenticated on behalf of the Borrower to evidence and secure the Borrower's obligations to pay the Loan Repayments and all other amounts due and owing by the Borrower under this Loan Agreement, a specimen of which is attached hereto as Exhibit D and made a part hereof.

"Borrowers" means any other Local Government Unit or Private Entity (as such terms are defined in the Regulations) authorized to construct, operate and maintain Environmental Infrastructure Facilities that have entered into Loan Agreements with the I-Bank pursuant to which the I-Bank will make Loans to such recipients from moneys on deposit in the Project Fund, excluding the Project Loan Account.

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

"Construction Financing Program Loan" means any loan that may have been made on the date of the Loan Closing by the I-Bank to the Borrower pursuant to the Construction

Financing Program of the I-Bank for the purpose of financing a portion of the Costs of the Project, and, if made and outstanding, shall be identified and described in Exhibit F hereto.

"Costs" means those costs that are eligible, reasonable, necessary, allocable to the 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 as set forth in Exhibit B hereto, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Department" means the New Jersey Department of Environmental Protection.

"DLGS" has the meaning as set forth in Section 2.01(f) hereof.

"Environmental Infrastructure Facilities" means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, described in Exhibit A-1 attached hereto and made a part hereof, a portion of the Costs of which is being financed or refinanced by the I-Bank through the making of the Loan pursuant to the terms and provisions of this Loan Agreement.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Fund Loan" means the loan made to the Borrower by the State, acting by and through the Department, pursuant to the Fund Loan Agreement dated as of December 1, 2020 by and between the Borrower and the State, acting by and through the Department, to finance or refinance a portion of the Costs of the Project.

"Fund Loan Agreement" means the loan agreement dated as of December 1, 2020 by and between the Borrower and the State, acting by and through the Department, regarding the terms and conditions of the Fund Loan.

"I-Bank" means the New Jersey Infrastructure Bank, a public body corporate and politic with corporate succession duly created and validly existing under and by virtue of the Act.

"I-Bank Bond Loan Repayments" means the repayments of the principal amount of the Loan plus the payment of any premium associated with prepaying the principal amount of the Loan in accordance with Section 3.07 hereof plus the Interest Portion.

"I-Bank Bonds" means bonds authorized by Section 2.03 of the Bond Indenture, together with any refunding bonds authenticated and delivered pursuant to Section 2.04 of the Bond Indenture, in each case issued in order to finance (i) the portion of the Loan deposited in the Project Loan Account, (ii) the portion of the Loans deposited in the balance of the Project Fund, (iii) any capitalized interest related to such bonds, and (iv) a portion of the costs of issuance related to such bonds, or to refinance any or all of the above.

"Interest on the Loan" or **"Interest on the Borrower Bond"** means the sum of (i) the Interest Portion, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

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

"Loan" means the loan made by the I-Bank to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement, as further described in Schedule A attached hereto.

"Loan Agreement" means this Loan Agreement, including Schedule A and the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof and of the Bond Indenture.

"Loan Agreements" means any other loan agreements entered into by and between the I-Bank and one or more of the Borrowers pursuant to which the I-Bank will make Loans to such Borrowers from moneys on deposit in the Project Fund, excluding the Project Loan Account, financed with the proceeds of the I-Bank Bonds.

"Loan Closing" means the date upon which the I-Bank shall issue and deliver the I-Bank Bonds and the Borrower shall deliver its Borrower Bond, as previously authorized, executed, attested and, if applicable, authenticated, to the I-Bank.

"Loan Repayments" means the sum of (i) I-Bank Bond Loan Repayments, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

"Loan Term" means the term of this Loan Agreement provided in Sections 3.01 and 3.03 hereof and in Exhibit A-2 attached hereto and made a part hereof.

"Loans" means the loans made by the I-Bank to the Borrowers under the Loan Agreements from moneys on deposit in the Project Fund, excluding the Project Loan Account.

"Local Authorities Fiscal Control Law" means 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.

"Master Program Trust Agreement" means that certain Master Program Trust Agreement, dated as of November 1, 1995, by and among the I-Bank, 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, and the I-Bank, as the same may be amended and supplemented from time to time in accordance with its terms.

"Official Statement" means the Official Statement relating to the issuance of the I-Bank Bonds.

"Preliminary Official Statement" means the Preliminary Official Statement relating to the issuance of the I-Bank Bonds.

"Prime Rate" means the prevailing commercial interest rate announced by the Trustee from time to time in the State as its prime lending rate.

"Project" means the Environmental Infrastructure Facilities of the Borrower described in Exhibit A-1 attached hereto and made a part hereof, which constitutes a project for which the I-Bank is permitted to make a loan to the Borrower pursuant to the Act, the Regulations and the Bond Indenture, a portion of the Costs of which is being financed or refinanced by the I-Bank through the making of the Loan pursuant to the terms and provisions of this Loan Agreement, and which may be identified under either the Drinking Water or Clean Water Project Lists with the Project Number specified in Exhibit A-1 attached hereto.

"Project Fund" means the Project Fund as defined in the Bond Indenture.

"Project Loan Account" means the project loan account established on behalf of the Borrower in the Project Fund in accordance with the Bond Indenture to finance all or a portion of the Costs of the Project.

"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.

"State" means the State of New Jersey.

"Trustee" means, initially, Zions Bancorporation, National Association d/b/a Zions Bank, the Trustee appointed by the I-Bank and its successors as Trustee under the Bond Indenture, as provided in Article X of the Bond Indenture.

"Unexpended Project Funds" shall have the meaning ascribed thereto in Section 3.03A hereof.

(b) In addition to the capitalized terms defined in subsection (a) of this Section 1.01, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in Schedule A attached hereto and made a part hereof.

(c) Except as otherwise defined herein or where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include all genders.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

SECTION 2.01. Representations of Borrower. The Borrower represents for the benefit of the I-Bank, the Trustee and the holders of the I-Bank Bonds as follows:

(a) Organization and Authority.

(i) The Borrower is an Entity duly created and validly existing pursuant to the Constitution and statutes of the State of New Jersey, including, without limitation, the Borrower Enabling Act, and is subject to the Local Authorities Fiscal Control Law.

(ii) The officers and officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in this Loan Agreement either are or, at the time any such action was performed, were the duly appointed or elected officers and officials of such Borrower, empowered by applicable State law and, if applicable, authorized by resolution of the Borrower to perform such actions. To the extent any such action was performed by an officer or official who is no longer the duly acting officer or official of such Borrower, all such actions previously taken by such officer or official remain in full force and effect.

(iii) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Environmental Infrastructure System, to carry on its activities relating thereto, to execute, attest and deliver this Loan Agreement and the Borrower Bond, to authorize the authentication of the Borrower Bond, to sell the Borrower Bond to the I-Bank, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Loan Agreement.

(iv) The proceedings of the Borrower's governing body approving this Loan Agreement and the Borrower Bond, authorizing the execution, attestation and delivery of this Loan Agreement and the Borrower Bond, authorizing the sale of the Borrower Bond to the I-Bank, authorizing the authentication of the Borrower Bond on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project, including, without limitation, the Borrower Bond Resolution (collectively, the "Proceedings"), were duly published to the extent required in accordance with all applicable State law, and have been duly and lawfully adopted in accordance with the Borrower Enabling Act, the Local Authorities Fiscal Control Law and all other applicable State law at a meeting or meetings that were duly called pursuant to required public notice and held in accordance with applicable State law, and at which quorums were present and acting throughout.

(v) By official action of the Borrower taken prior to or concurrent with the execution and delivery hereof, including, without limitation, the Proceedings, the Borrower has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the execution, attestation, delivery and performance of this Loan Agreement and the transactions contemplated hereby; (B) the issuance of the

Borrower Bond and the sale thereof to the I-Bank upon the terms set forth herein; (C) the approval of the inclusion, if such inclusion is deemed necessary in the sole discretion of the I-Bank, in the Preliminary Official Statement and the Official Statement of all statements and information relating to the Borrower set forth in "APPENDIX B" thereto (the "Borrower Appendices") and any amendment thereof or supplement thereto; and (D) the execution, delivery and due performance of any and all other certificates, agreements and instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement, including, without limitation, the designation of the Borrower Appendices portion of the Preliminary Official Statement, if any, as "deemed final" for the purposes and within the meaning of 17 CFR 240.15c2-12 promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 15c2-12").

(vi) See Section 2.01(a)(vi) as set forth in Schedule A attached hereto, made a part hereof and incorporated in this Section 2.01(a) by reference as if set forth in full herein.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the I-Bank in writing on the Borrower's application for the Loan or otherwise that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or the ability of the Borrower to make all Loan Repayments and any other payments required under this Loan Agreement or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect (i) the undertaking or completion of the Project, (ii) the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, (iii) the ability of the Borrower to make all Loan Repayments or any other payments required under this Loan Agreement, (iv) the authorization, execution, attestation or delivery of this Loan Agreement or the Borrower Bond, (v) the issuance of the Borrower Bond and the sale thereof to the I-Bank, (vi) the adoption of the Borrower Bond Resolution, or (vii) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond, which proceedings have not been previously disclosed in writing to the I-Bank either in the Borrower's application for the Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. (i) The authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond by the Borrower, (ii) the authentication of the Borrower Bond by the trustee or paying agent under the Borrower Bond Resolution, as the case may be, and the sale of the Borrower Bond to the I-Bank, (iii) the adoption of the Borrower Bond Resolution, (iv) the observation and performance by the

Borrower of its duties, covenants, obligations and agreements hereunder and under the Borrower Bond, (v) the consummation of the transactions provided for in this Loan Agreement, the Borrower Bond Resolution and the Borrower Bond, and (vi) the undertaking and completion of the Project will not (A) other than the lien, charge or encumbrance created hereby, by the Borrower Bond, by the Borrower Bond Resolution and by any other outstanding debt obligations of the Borrower that are at parity with the Borrower Bond as to lien on, and source and security for payment thereon from, the Revenues of the Borrower's Environmental Infrastructure System, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the issuance of the Borrower Bond and the sale thereof to the I-Bank, the adoption of the Borrower Bond Resolution or the receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, its Environmental Infrastructure System or its properties may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System or the ability of the Borrower to make all Loan Repayments, to pay all other amounts due hereunder or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer (i) for the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, (ii) for the issuance of the Borrower Bond and the sale thereof to the I-Bank, (iii) for the adoption of the Borrower Bond Resolution, (iv) for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond and (v) for the undertaking or completion of the Project and the financing or refinancing thereof, including, but not limited to, the approval by the Division of Local Government Services in the New Jersey Department of Community Affairs (the "DLGS") with respect to the issuance by the Borrower of the Borrower Bond to the I-Bank, as required by Section 9a of the Act, and any other approvals required therefor by the DLGS. The Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond or with the undertaking or completion of the Project and the financing or

refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the issuance of the Borrower Bond and the sale thereof to the I-Bank, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law. The Borrower:

(i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its properties or for the conduct of its activities that, if not obtained, would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the I-Bank as described in Exhibit B attached hereto and made a part hereof (i) to finance or refinance a portion of the Costs of the Project; and (ii) where applicable, to reimburse the Borrower for a portion of the Costs of the Project, which portion was paid or incurred in anticipation of reimbursement by the I-Bank from proceeds of the Loan and is eligible for such reimbursement pursuant to the Regulations, the Code and any other applicable law. All of such costs constitute Costs for which the I-Bank is authorized to make Loans to the Borrower pursuant to the Act and the Regulations.

(i) Official Statement. The descriptions and information set forth in the Borrower Appendices, if any, contained in the Official Statement relating to the Borrower, its operations and the transactions contemplated hereby, as of the date of the Official Statement, were and, as of the date of delivery hereof, are true and correct in all material respects, and did not and do not contain any untrue statement of a material fact or omit to state a material fact that is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(j) Preliminary Official Statement. As of the date of the Preliminary Official Statement, the descriptions and information set forth in the Borrower Appendices, if any, contained in the Preliminary Official Statement relating to the Borrower, its operations and the transactions contemplated hereby (i) were "deemed final" by the Borrower for the purposes and within the meaning of Rule 15c2-12 and (ii) were true and correct in all material respects, and did not contain any untrue statement of a material fact or omit to state a material fact necessary

to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

SECTION 2.02. Particular Covenants of Borrower.

(a) Revenue Pledge. (i) The Borrower unconditionally and irrevocably pledges the Revenues in accordance with the terms of and to the extent provided in the Borrower Bond Resolution, including, without limitation, moneys payable pursuant to the Service Agreement, if applicable, in respect of debt service on the Borrower Bond, for the punctual payment of the principal and redemption premium, if any, of the Loan and the Borrower Bond, the Interest on the Loan, the Interest on the Borrower Bond and all other amounts due under this Loan Agreement and the Borrower Bond according to their respective terms. (ii) See Section 2.02(a)(ii) as set forth in Schedule A attached hereto, made a part hereof and incorporated in this Section 2.02(a) by reference as if set forth in full herein.

(b) Performance Under Loan Agreement; Rates. The Borrower covenants and agrees (i) to comply with all applicable state and federal laws, rules and regulations in the performance of this Loan Agreement; (ii) to maintain its Environmental Infrastructure System in good repair and operating condition; (iii) to cooperate with the I-Bank in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the I-Bank under this Loan Agreement; and (iv) to establish, levy and collect rents, rates and other charges for the products and services provided by its Environmental Infrastructure System, which rents, rates and other charges, together with any other moneys available for the purpose, shall be at least sufficient (A) to meet the operation and maintenance expenses of its Environmental Infrastructure System, (B) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued or to be issued by the Borrower, including without limitation rents, rates and other charges, together with other available moneys, sufficient to pay the principal of and Interest on the Borrower Bond, plus all other amounts due hereunder, to pay the debt service requirements on any such bonds, notes or other evidences of indebtedness, whether now outstanding or incurred in the future, secured by such Revenues and issued to finance improvements to the Environmental Infrastructure System and to make any other payments required by the laws of the State, (C) to generate funds sufficient to fulfill the terms of all other contracts and agreements made by the Borrower, including, without limitation, this Loan Agreement and the Borrower Bond, and (D) to pay all other amounts payable from or constituting a lien or charge on the Revenues of its Environmental Infrastructure System.

(c) Revenue Obligation; No Prior Pledges. The Borrower shall not be required to make payments under this Loan Agreement except from the Revenues of its Environmental Infrastructure System and from such other funds of such Environmental Infrastructure System legally available therefor and from any other sources pledged to such payment pursuant to subsection (a) of this Section 2.02. In no event shall the Borrower be required to make payments under this Loan Agreement from any revenues or receipts not derived from its Environmental Infrastructure System or pledged pursuant to subsection (a) of this Section 2.02. Except for the Permitted Pledges, the Revenues derived by the Borrower from its Environmental Infrastructure System, after the payment of all costs of operating and maintaining the Environmental

Infrastructure System, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the obligation of the Borrower to make Loan Repayments under this Loan Agreement and the Borrower Bond, and all corporate or other action on the part of the Borrower to that end has been and will be duly and validly taken. See Section 2.02(c) as set forth in Schedule A attached hereto, made a part hereof and incorporated in this Section 2.02(c) by reference as if set forth in full herein.

(d) Completion of Project and Provision of Moneys Therefor. The Borrower covenants and agrees to exercise its best efforts in accordance with prudent environmental infrastructure utility practice to complete the Project and to accomplish such completion on or before the Project Completion Date. In undertaking and completing the Project, the Borrower covenants and agrees to comply with each of the terms and provisions contained herein, including, without limitation, Section 2.02(h)(ii) hereof and the Exhibits hereto (including, without limitation, Exhibit G hereto). In order to complete the Project in satisfaction of the terms and provisions hereof, including, without limitation, Section 2.02(h)(ii) hereof and the Exhibits hereto, the Borrower hereby covenants and agrees to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives pursuant to the Loan and the Fund Loan, as well as any outstanding Construction Financing Program Loan, that are required in order to complete the Project.

(e) Disposition of Environmental Infrastructure System. The Borrower shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System except on ninety (90) days' prior written notice to the I-Bank, and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Borrower shall, in accordance with Section 4.02 hereof, assign this Loan Agreement and the Borrower Bond and its rights and interests hereunder and thereunder to the purchaser or lessee of the Environmental Infrastructure System, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement and the Borrower Bond; and (ii) the I-Bank shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not materially adversely affect (A) the I-Bank's ability to meet its duties, covenants, obligations and agreements under the Bond Indenture, (B) the value of this Loan Agreement or the Borrower Bond as security for the payment of I-Bank Bonds and the interest thereon, or (C) the excludability from gross income for federal income tax purposes of the interest on I-Bank Bonds then outstanding or that could be issued in the future.

(f) Exclusion of Interest from Federal Gross Income and Compliance with Code.

(i) The Borrower covenants and agrees that it shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any I-Bank Bonds now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code.

(ii) The Borrower shall not take any action or omit to take any action that would cause its Borrower Bond or the I-Bank Bonds (assuming solely for this purpose that the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds) to be "private activity bonds" within the meaning of

Section 141(a) of the Code. Accordingly, unless the Borrower receives the prior written approval of the I-Bank, the Borrower shall not (A) permit any of the proceeds of the I-Bank Bonds loaned to the Borrower or the Project financed or refinanced with the proceeds of the I-Bank Bonds loaned to the Borrower to be used (directly or indirectly) in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, (B) use (directly or indirectly) any of the proceeds of the I-Bank Bonds loaned to the Borrower to make or finance loans to persons other than "governmental units" (as such term is used in Section 141(c) of the Code), or (C) use (directly or indirectly) any of the proceeds of the I-Bank Bonds loaned to the Borrower to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code.

(iii) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the I-Bank Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action that would cause the I-Bank Bonds (assuming solely for this purpose that the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds) to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(iv) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the I-Bank Bonds to pay the principal of or the interest or redemption premium on or any other amount in connection with the retirement or redemption of any issue of state or local governmental obligations ("refinancing of indebtedness"), unless the Borrower shall (A) establish to the satisfaction of the I-Bank, prior to the issuance of the I-Bank Bonds, that such refinancing of indebtedness will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds, and (B) provide to the I-Bank an opinion of Bond Counsel to that effect in form and substance satisfactory to the I-Bank.

(v) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the I-Bank Bonds to reimburse the Borrower for an expenditure with respect to Costs of the Project paid by the Borrower prior to the issuance of the I-Bank Bonds, unless (A) the allocation by the Borrower of the proceeds of the I-Bank Bonds to reimburse such expenditure complies with the requirements of Treasury Regulations §1.150-2 that are necessary in order to enable the reimbursement allocation to be treated as an expenditure of the proceeds of the I-Bank Bonds for purposes of applying Sections 103 and 141-150, inclusive, of the Code, or (B) such proceeds of the I-Bank Bonds will be used for refinancing of indebtedness that was used to pay Costs of the Project or to reimburse the Borrower for expenditures with respect to Costs of the Project paid by the Borrower prior to the issuance of such indebtedness in accordance with a reimbursement allocation for such expenditures that complies with the requirements of Treasury Regulations §1.150-2.

(vi) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the I-Bank Bonds to pay any costs, or refinance any costs, which are not Costs of the Project that constitute (A) a "capital expenditure," within the meaning of Treasury Regulations §1.150-1, or (B) interest on the I-Bank Bonds accruing during a

period commencing on the date of issuance of the I-Bank Bonds and ending on the date that is the later of (I) three years from the date of issuance of the I-Bank Bonds or (II) one year after the completion date with respect to the Project.

(vii) The Borrower shall not use the proceeds of the I-Bank Bonds (assuming solely for this purpose that the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds) in any manner that would cause the I-Bank Bonds to be considered "federally guaranteed" within the meaning of Section 149(b) of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(viii) The Borrower shall not issue any debt obligations that (A) are sold at substantially the same time as the I-Bank Bonds and finance or refinance the Loan made to the Borrower, (B) are sold pursuant to the same plan of financing as the I-Bank Bonds and finance or refinance the Loan made to the Borrower, and (C) are reasonably expected to be paid out of substantially the same source of funds as the I-Bank Bonds and finance or refinance the Loan made to the Borrower.

(ix) Neither the Borrower nor any "related party" (within the meaning of Treasury Regulations §1.150-1) shall purchase I-Bank Bonds in an amount related to the amount of the Loan.

(x) The Borrower will not issue or permit to be issued obligations that will constitute an "advance refunding" of the Borrower Bond within the meaning of Section 149(d)(5) of the Code without the express written consent of the I-Bank, which consent may only be delivered by the I-Bank after the I-Bank has received notice from the Borrower of such contemplated action no later than sixty (60) days prior to any such contemplated action, and which consent is in the sole discretion of the I-Bank.

(xi) See Section 2.02(f)(xi) as set forth in Schedule A attached hereto, made a part hereof and incorporated in this Section 2.02(f)(xi) by reference as if set forth in full herein.

(xii) To the extent proceeds of the I-Bank Bonds are to be used to finance, rather than refinance, Costs of the Project, the Borrower covenants that the Borrower will satisfy the requirements of Treasury Regulations §1.148-2(e)(2) for a three (3) year temporary period with respect to such portion of the Loan. Accordingly, the Borrower represents that, based upon all of the objective facts and circumstances in existence on the date of issuance of the I-Bank Bonds, with respect to the portion of the Loan that is to be used to finance Costs of the Project, (A) within six months of the date of issuance of the I-Bank Bonds used to finance the Project, the Borrower will incur, or will have incurred, a substantial binding obligation to a third party to expend on the Project at least five percent (5%) of such "net sale proceeds" (within the meaning of Treasury Regulations §1.148-1) of the Loan used to finance the Project (treating an obligation as not being binding if it is subject to contingencies within the control of the Borrower, the I-Bank or a "related party" (within the meaning of Treasury Regulations §1.150-1)), (B) completion of such portion of the Project and the allocation to expenditures of the "net sale proceeds" of the Loan used to finance the Project will proceed with due diligence,

and (C) all of the proceeds of the Loan used to finance Costs of the Project and investment earnings thereon will be spent prior to the period ending three (3) years subsequent to the date of issuance of the I-Bank Bonds used to finance the Project.

(xiii) Computed as of the issue date of the I-Bank Bonds that are issued to finance or refinance Costs of the Project, the weighted average maturity of the Loan does not exceed 120% of the average reasonably expected economic life of the Project financed or refinanced with the Loan, determined in the same manner as under Section 147(b) of the Code. Accordingly, the term of the Loan will not be longer than is reasonably necessary for the governmental purposes of the Loan within the meaning of Treasury Regulations §1.148-1(c)(4).

(xiv) The Borrower shall only enter into service contracts (including management contracts), with respect to any portion of the Project financed by the I-Bank Bonds, with a "governmental unit" (within the meaning of Section 141 of the Code) or only when any such contract: (i) meets a safe harbor as set forth in Rev. Proc. 2017-13; (ii) the contract or agreement is entered into before August 18, 2017 and is not materially amended or modified after that date, meets a safe harbor set forth in Rev.Proc. 97-13, 1997-1 C.B. 632, as modified by Rev. Proc. 2001-39; 2001-2 C.B. 38, and amplified by Notice 2014-67; or (iii) meets a safe harbor contained in any successor guidance from the Internal Revenue Service, *provided*, that the Borrower delivers an opinion of Bond Counsel, in form and substance satisfactory to the I-Bank, to the effect that the entering into of such contracts by the Borrower will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds.

(xv) The Borrower shall, within thirty (30) days of date the Borrower concludes that no additional proceeds of the Loan will be required to pay Costs of the Project, provide to the I-Bank a certificate of the Borrower evidencing such conclusion.

For purposes of this subsection and subsection (h) of this Section 2.02, quoted terms shall have the meanings given thereto by Section 148 of the Code, including, particularly, Treasury Regulations §§1.148-1 through 1.148-11, inclusive, as supplemented or amended, to the extent applicable to the I-Bank Bonds, and any successor Treasury Regulations applicable to the I-Bank Bonds.

(g) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with prudent environmental infrastructure utility practice, (i) at all times operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner, (ii) maintain its Environmental Infrastructure System in good repair, working order and operating condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its Environmental Infrastructure System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

(h) Records and Accounts.

(i) The Borrower shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records") separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be audited annually by an independent registered municipal accountant or certified public accountant, which may be part of the annual audit of the General Records of the Borrower. Such System Records and General Records shall be made available for inspection by the I-Bank at any reasonable time upon prior written notice, and a copy of such annual audit(s) therefor, including all written comments and recommendations of such accountant, shall be furnished to the I-Bank within 150 days of the close of the fiscal year being so audited, or such additional period of time as shall be consented to by an Authorized Officer of the I-Bank in the sole and absolute discretion thereof, subject to the application of applicable law relating to such additional period of time for the Borrower to complete its audit.

(ii) Within thirty (30) days following receipt of any Loan proceeds, including without limitation the "Allowance for Administrative Costs" or the "Allowance for Planning and Design" set forth in Exhibit B hereto, the Borrower shall allocate such proceeds to expenditures in a manner that satisfies the requirements of Treasury Regulation §1.148-6(d) and transmit a copy of each such allocation to the I-Bank. No portion of the Allowance for Administrative Costs will be allocated to a cost other than a cost described in N.J.A.C. 7:22-5.11(a) 3, 4, 5 or 6 or on a date later than the 180th day after the Loan Closing. In addition, all costs described in N.J.A.C. 7:22-5.11(a) 3, 4, 5, and 6 and paid by the Borrower from a source other than the proceeds of the Loan shall be paid on a date not later than the 180th day after Loan Closing. No portion of the Allowance for Planning and Design will be allocated to a cost other than a cost described N.J.A.C. 7:22-5.12, or other costs of the Borrower's Environmental Infrastructure System which are "capital expenditures," within the meaning of Treasury Regulations §1.150-1. The Borrower shall retain records of such allocations for at least until the date that is three years after the scheduled maturity date of the I-Bank Bonds. The Borrower shall make such records available to the I-Bank within fifteen (15) days of any request by the I-Bank. Notwithstanding any other provision hereof to the contrary, the Borrower may only submit a requisition for Loan proceeds from the Allowance for Administrative Costs within ninety (90) days of the Loan Closing.

(iii) Unless otherwise advised in writing by the I-Bank, in furtherance of the covenant of the Borrower contained in subsection (f) of this Section 2.02 not to cause the I-Bank Bonds to be arbitrage bonds, the Borrower shall keep, or cause to be kept, accurate records of each investment it makes in any "nonpurpose investment" acquired with, or otherwise allocated to, "gross proceeds" of the I-Bank Bonds not held by the Trustee and each "expenditure" it makes allocated to "gross proceeds" of the I-Bank Bonds. Such records shall include the purchase price, including any constructive "payments" (or in the case of a "payment" constituting a deemed acquisition of a "nonpurpose investment" (e.g., a "nonpurpose investment" first allocated to "gross proceeds" of the I-Bank Bonds after it is actually acquired because it is deposited in a sinking fund for the I-Bank Bonds)), the "fair market value" of the "nonpurpose

investment" on the date first allocated to the "gross proceeds" of the I-Bank Bonds, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively received on disposition (or in the case of a "receipt" constituting a deemed disposition of a "nonpurpose investment" (e.g., a "nonpurpose investment" that ceases to be allocated to the "gross proceeds" of the I-Bank Bonds because it is removed from a sinking fund for the I-Bank Bonds)), the "fair market value" of the "nonpurpose investment" on the date it ceases to be allocated to the "gross proceeds" of the I-Bank Bonds, the purchase date and disposition date of the "nonpurpose investment" and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date) for each such "nonpurpose investment". The purchase date, disposition date and the date of determination of "fair market value" shall be the date on which a contract to purchase or sell the "nonpurpose investment" becomes binding, i.e., the trade date rather than the settlement date. For purposes of the calculation of purchase price and disposition price, brokerage or selling commissions, administrative expenses or similar expenses shall not increase the purchase price of an item and shall not reduce the amount actually or constructively received upon disposition of an item, except to the extent such costs constitute "qualified administrative costs".

(iv) Within thirty (30) days of the last day of the fifth and each succeeding fifth "bond year" (which, unless otherwise advised by the I-Bank, shall be the five-year period ending on the date five years subsequent to the date immediately preceding the date of issuance of the I-Bank Bonds and each succeeding fifth "bond year") and within thirty (30) days of the date the last bond that is part of the I-Bank Bonds is discharged (or on any other periodic basis requested in writing by the I-Bank), the Borrower shall (A) calculate, or cause to be calculated, the "rebate amount" as of the "computation date" or "final computation date" attributable to any "nonpurpose investment" made by the Borrower and (B) remit the following to the I-Bank: (1) an amount of money that when added to the "future value" as of the "computation date" of any previous payments made to the I-Bank on account of rebate equals the "rebate amount", (2) the calculations supporting the "rebate amount" attributable to any "nonpurpose investment" made by the Borrower allocated to "gross proceeds" of the I-Bank Bonds, and (3) any other information requested by the I-Bank relating to compliance with Section 148 of the Code (e.g., information related to any "nonpurpose investment" of the Borrower for purposes of application of the "universal cap").

(v) The Borrower covenants and agrees that it will account for "gross proceeds" of the I-Bank Bonds, investments allocable to the I-Bank Bonds and expenditures of "gross proceeds" of the I-Bank Bonds in accordance with Treasury Regulations §1.148-6. All allocations of "gross proceeds" of the I-Bank Bonds to expenditures will be recorded on the books of the Borrower kept in connection with the I-Bank Bonds no later than 18 months after the later of the date the particular Costs of the Project are paid or the date the portion of the project financed by the I-Bank Bonds is placed in service. All allocations of proceeds of the I-Bank Bonds to expenditures will be made no later than the date that is 60 days after the fifth anniversary of the date the I-Bank Bonds are issued or the date 60 days after the retirement of the I-Bank Bonds, if

earlier. Such records and accounts will include the particular Costs paid, the date of the payment and the party to whom the payment was made.

(vi) From time to time as directed by the I-Bank, the Borrower shall provide to the I-Bank a written report demonstrating compliance by the Borrower with the provisions of Section 2.02(f) of this Loan Agreement, each such written report to be submitted by the Borrower to the I-Bank in the form of a full and complete written response to a questionnaire provided by the I-Bank to the Borrower. Each such questionnaire shall be provided by the I-Bank to the Borrower not less than fourteen (14) days prior to the date established by the I-Bank for receipt from the Borrower of the full and complete written response to the questionnaire.

(i) Inspections; Information. The Borrower shall permit the I-Bank and the Trustee (and any party designated by either of such parties to act on its behalf or to assist it, including, without limitation, their respective professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower shall promptly prepare and provide such written reports and informational summaries as the I-Bank or the Trustee may reasonably require.

(j) Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of, or to, its Environmental Infrastructure System at least to the extent that similar insurance is typically carried, and considered commercially reasonable, by utilities constructing, operating and maintaining Environmental Infrastructure Facilities of the nature of the Borrower's Environmental Infrastructure System, including liability coverage, all to the extent available at reasonable cost, but in no case less than will satisfy all regulatory requirements applicable to the Borrower and its Environmental Infrastructure System.

(k) Costs of Project. The Borrower certifies that the building cost of the Project, as listed in Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation thereof, and that it will supply to the I-Bank a certificate from a licensed professional engineer authorized to practice in the State stating that such building cost is a reasonable and accurate estimation and that the useful life of the Project exceeds the maturity date of the Borrower Bond.

(l) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized, executed and attested) at the Loan Closing, the Borrower will cause to be delivered to the I-Bank and the Trustee each of the following items:

(i) an opinion of the Borrower's bond counsel substantially in the form of Exhibit E hereto; provided, however, that an Authorized Officer of the I-Bank may

permit portions of such opinion to be rendered by general counsel to the Borrower and may permit variances in such opinion from the form set forth in Exhibit E if, in the sole discretion of an Authorized Officer of the I-Bank (following consultation with Bond Counsel), such variances are not to the material detriment of the interests of the holders of the I-Bank Bonds;

(ii) counterparts of this Loan Agreement as previously executed and attested by the parties hereto;

(iii) copies of those resolutions finally adopted by the governing body of the Borrower and requested by the I-Bank, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of this Loan Agreement, (B) the Borrower Bond Resolution, as amended and supplemented as of the date of the Loan Closing, authorizing the execution, attestation, authentication, sale and delivery of the Borrower Bond to the I-Bank, (C) the resolution of the Borrower, if any, confirming the details of the sale of the Borrower Bond to the I-Bank, (D) the resolution of the Borrower, if any, declaring its official intent to reimburse expenditures for the Costs of the Project from the proceeds of the I-Bank Bonds, each of said resolutions of the Borrower being certified by an Authorized Officer of the Borrower as of the date of the Loan Closing, (E) the approval by the DLGS with respect to the issuance by the Borrower of the Borrower Bond to the I-Bank and setting forth any other approvals required therefor by the DLGS, and (F) any other Proceedings;

(iv) if the Loan is being made to reimburse the Borrower for all or a portion of the Costs of the Project or to refinance indebtedness or reimburse the Borrower for the repayment of indebtedness previously incurred by the Borrower to finance all or a portion of the Costs of the Project, an opinion of Bond Counsel, in form and substance satisfactory to the I-Bank, to the effect that such reimbursement or refinancing will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds;

(v) the certificates of insurance coverage as required pursuant to the terms of Section 3.06(d) hereof and such other certificates, documents, opinions and information as the I-Bank may require in Exhibit F hereto, if any; and

(vi) See Section 2.02(l)(vi) as set forth in Schedule A attached hereto, made a part hereof and incorporated herein by reference as if set forth in full herein.

(m) Execution and Delivery of Borrower Bond. Concurrently with the delivery of this Loan Agreement at the Loan Closing, the Borrower shall also deliver to the I-Bank the Borrower Bond, as previously executed, attested and, if applicable, authenticated, upon the receipt of a written certification of the I-Bank that a portion of the net proceeds of the I-Bank Bonds shall be deposited in the Project Loan Account simultaneously with the delivery of the Borrower Bond.

(n) Notice of Material Adverse Change. The Borrower shall promptly notify the I-Bank of any material adverse change in the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or in the

ability of the Borrower to make all Loan Repayments and otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(o) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(p) Additional Covenants and Requirements. (i) No later than the Loan Closing and, if necessary, in connection with the I-Bank's issuance of the I-Bank Bonds or the making of the Loan, additional covenants and requirements have been included in Exhibit F hereto and made a part hereof. Such covenants and requirements may include, but need not be limited to, the requirement that the Borrower enter into and execute or produce a validly existing Service Agreement, the maintenance of specified levels of Environmental Infrastructure System rates, the issuance of additional debt of the Borrower, the use by or on behalf of the Borrower of certain proceeds of the I-Bank Bonds as such use relates to the exclusion from gross income for federal income tax purposes of the interest on any I-Bank Bonds, the transfer of Revenues from the Borrower's Environmental Infrastructure System, compliance with Rule 15c2-12, 17 CFR 240.10b-5, promulgated by the SEC under the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 10b-5"), and any other applicable federal, state or self-regulatory organizational securities laws, regulations and rules, and matters in connection with the appointment of the Trustee under the Bond Indenture and any successors thereto. The Borrower hereby agrees to observe and comply with each such additional covenant and requirement, if any, included in Exhibit F hereto as if the same were set forth herein in its entirety. (ii) Additional defined terms, covenants, representations and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenants, representations and requirements are incorporated in this Loan Agreement by reference thereto as if set forth in full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant, representation and requirement included in Schedule A as if the same were set forth in its entirety where reference thereto is made in this Loan Agreement.

(q) Continuing Disclosure Covenant. To the extent that the I-Bank, in its sole discretion, determines, at any time prior to the termination of the Loan Term, that the Borrower is a material "obligated person", as the term "obligated person" is defined in Rule 15c2-12, with materiality being determined by the I-Bank pursuant to criteria established, from time to time, by the I-Bank in its sole discretion and set forth in a bond resolution or official statement of the I-Bank, the Borrower hereby covenants that it will authorize and provide to the I-Bank, for inclusion in any preliminary official statement or official statement of the I-Bank, all statements and information relating to the Borrower and, if applicable, any Underlying Government Unit and Indirect Underlying Government Unit, deemed material by the I-Bank for the purpose of satisfying Rule 15c2-12 as well as Rule 10b-5, including certificates and written representations of the Borrower evidencing its compliance with Rule 15c2-12 and Rule 10b-5; and the Borrower hereby further covenants that the Borrower shall execute and deliver the Continuing Disclosure Agreement, in substantially the form attached hereto as Exhibit H, with such revisions thereto prior to execution and delivery thereof as the I-Bank shall determine to be necessary, desirable or convenient, in its sole discretion, for the purpose of satisfying Rule 15c2-12 and the purposes

and intent thereof, as Rule 15c2-12, its purposes and intent may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction; and pursuant to the terms and provisions of the Continuing Disclosure Agreement, the Borrower shall thereafter provide on-going disclosure with respect to all statements and information relating to the Borrower and, if applicable, any Underlying Government Unit and Indirect Underlying Government Unit, in satisfaction of the requirements set forth in Rule 15c2-12 and Rule 10b-5, including, without limitation, the provision of certificates and written representations of the Borrower evidencing its compliance with Rule 15c2-12 and Rule 10b-5.

(r) Covenant as to Compliance with the Requirements of the Division of Local Government Services. The Borrower covenants and agrees to comply with all State laws, rules and regulations pursuant to which the Borrower is subject to the regulatory jurisdiction of, and oversight and review by, the DLGS, including, without limitation, the timely and complete submission by the Borrower to the DLGS of all required financial and other reports, filings, data submissions, budgets and audits as and when required pursuant to the terms of such State laws, rules and regulations.

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. Loan; Loan Term.

(a) The I-Bank hereby agrees (i) to make the Loan, as described in Exhibit A-2 attached hereto and made a part hereof, to the Borrower, and (ii) to disburse the proceeds of the Loan to the Borrower in accordance with Section 3.02 hereof. The Borrower hereby agrees to borrow and accept the Loan from the I-Bank upon the terms set forth in Exhibit A-2 attached hereto and made a part hereof. The Borrower agrees that the amount actually deposited in the Project Loan Account at the Loan Closing, plus the Borrower's allocable share of (i) certain costs of issuance and underwriter's discount for all I-Bank Bonds issued to finance the Loan; and (ii) capitalized interest during the Project construction period, if applicable, shall constitute the initial principal amount of the Loan (as the same may be adjusted downward in accordance with the definition thereof), and neither the I-Bank nor the Trustee shall have any obligation thereafter to loan any additional amounts to the Borrower.

(b) Notwithstanding the provisions of subsection (a) of this Section 3.01 to the contrary, the I-Bank shall be under no obligation (i) to make the Loan to the Borrower if (1) at the Loan Closing, the Borrower does not deliver to the I-Bank the Borrower Bond and such other documents as are required pursuant to Section 2.02(l) hereof, or (2) an Event of Default has occurred and is continuing pursuant to, and as defined in, the Bond Indenture or pursuant to this Loan Agreement, or (ii) to disburse the proceeds of the Loan to the Borrower in accordance with Section 3.02 hereof, unless each of the conditions precedent to such disbursement, as set forth in Section 3.02 hereof, have been satisfied in full.

(c) The Borrower shall use the proceeds of the Loan strictly in compliance with the provisions of Section 2.01(h) hereof.

(d) The payment obligations of the Borrower created pursuant to the terms of this Loan Agreement are secured by the Borrower Bond. The obligations of the Borrower to pay the principal of the Borrower Bond, Interest on the Borrower Bond, and other amounts due under the Borrower Bond are each special obligations of the Borrower payable solely from the Revenues in accordance with the terms of and to the extent provided in the Borrower Bond Resolution.

SECTION 3.02. Disbursement of Loan Proceeds.

(a) The Trustee, as the agent of the I-Bank, shall disburse the amounts on deposit in the Project Loan Account to the Borrower (i) upon receipt of a requisition executed by an Authorized Officer of the Borrower, and approved by the I-Bank, in a form satisfying the requirements of Section 5.02(3) of the Bond Indenture, and (ii) subject to the schedule limitations set forth in subsection (c) of this Section 3.02.

(b) The I-Bank and the Trustee shall not be required to disburse any Loan proceeds to the Borrower pursuant to this Loan Agreement, unless:

(i) the proceeds of the I-Bank Bonds shall be available for disbursement, as determined by the I-Bank in its sole and absolute discretion;

(ii) in accordance with the Bond Act, and the Regulations, the Borrower shall have timely applied for, shall have been awarded and, prior to or simultaneously with the Loan Closing, shall have closed, a Fund Loan for a portion of the Allowable Costs (as defined in such Regulations) of the Project;

(iii) the Borrower shall have on hand moneys to pay for (A) that portion of the total Costs of the Project that is not eligible to be funded from the Fund Loan or the Loan or any outstanding Construction Financing Program Loan, and/or (B) that portion of the total Costs of the Project that exceeds the actual amounts of the loan commitments made by the State and the I-Bank, respectively, for the Fund Loan and the Loan and any outstanding Construction Financing Program Loan; and

(iv) no Event of Default nor any event that, with the passage of time or service of notice or both, would constitute an Event of Default shall have occurred and be continuing hereunder.

(c) Notwithstanding any provision of this Loan Agreement to the contrary, the I-Bank and the Trustee shall not disburse Loan proceeds to the Borrower from the Project Loan Account pursuant to the provisions of this Section 3.02 at any time on or after the Project Loan Account Disbursement Deadline, and, as of such date, any Loan proceeds that remain on deposit in the Project Loan Account shall no longer be available to the Borrower via the disbursement procedures of this Section 3.02, but shall be disbursed only as provided in Section 3.03A hereof.

(d) In connection with the disbursement of Loan proceeds to the Borrower from the Project Loan Account pursuant to the provisions of this Section 3.02, the Borrower shall comply with each of its covenant obligations pursuant to this Loan Agreement relating to such disbursement of Loan proceeds to the Borrower, as well as the use of such Loan proceeds by the Borrower, including without limitation, the provisions of Section 2.02(h)(ii) hereof.

SECTION 3.03. Amounts Payable.

(a) The Borrower shall repay the Loan in installments payable to the Trustee as follows:

(i) the principal of the Loan shall be repaid annually on the Principal Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof, as the same may be amended or modified by any credits applicable to the Borrower as set forth in the Bond Indenture;

(ii) the Interest Portion described in clause (i) of the definition thereof shall be paid semiannually on the Interest Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof, as the same may be amended or modified by any credits applicable to the Borrower as set forth in the Bond Indenture; and

(iii) the Interest Portion described in clause (ii) of the definition thereof shall be paid upon the date of optional redemption or acceleration, as the case may be, of the I-Bank Bonds allocable to any prepaid or accelerated I-Bank Bond Loan Repayment.

The obligations of the Borrower under the Borrower Bond shall be deemed to be amounts payable under this Section 3.03. Each Loan Repayment, whether satisfied through a direct payment by the Borrower to the Trustee or (with respect to the Interest Portion) through the use of I-Bank Bond proceeds and income thereon on deposit in the Interest Account (as defined in the Bond Indenture) to pay interest on the I-Bank Bonds, shall be deemed to be a credit against the corresponding obligation of the Borrower under this Section 3.03 and shall fulfill the Borrower's obligation to pay such amount hereunder and under the Borrower Bond. Each payment made to the Trustee pursuant to this Section 3.03 shall be applied *first* to the Interest Portion then due and payable, *second* to the principal of the Loan then due and payable, *third* to the payment of the Administrative Fee, and *finally* to the payment of any late charges hereunder.

(b) The Interest on the Loan described in clause (iii) of the definition thereof shall (i) consist of a late charge for any I-Bank Bond Loan Repayment that is received by the Trustee later than its due date and (ii) be payable immediately thereafter in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one-half of one percent (0.50%) per annum on such late payment from its due date to the date it is actually paid; provided, however, that the rate of Interest on the Loan, including, without limitation, any late payment charges incurred hereunder, shall not exceed the maximum interest rate permitted by law.

(c) The Borrower shall receive, as a credit against its semiannual payment obligations of the Interest Portion, the amounts, if any, certified by the I-Bank pursuant to Section 5.10 of the Bond Indenture. Such amounts shall represent the Borrower's allocable share of the interest earnings on certain funds and accounts established under the Bond Indenture, as calculated and determined in accordance with Section 5.10 of the Bond Indenture.

(d) In accordance with the provisions of the Bond Indenture, the Borrower shall receive, as a credit against its I-Bank Bond Loan Repayments, the amounts, if any, set forth in the certificate of the I-Bank filed with the Trustee pursuant to Section 5.02(4) of the Bond Indenture.

(e) The Interest on the Loan described in clause (ii) of the definition thereof shall be paid by the Borrower in the amount of one-half of the Administrative Fee, if any, to the Trustee semiannually on each February 1 and August 1, commencing August 1, 2021.

(f) The "DEP Loan Surcharge or Loan Origination Fee" as defined in Section 8 of Exhibit B attached hereto and made a part hereof, as additionally identified in Exhibit A-2 attached hereto and made a part hereof, (the "DEP Fee") shall be paid by the Borrower to the Trustee on the date indicated therein in satisfaction of the payment obligation of the Borrower to the Department, and the obligation of the Borrower with respect to the payment of such DEP Fee shall be an obligation of the Borrower under the Borrower Bond and an amount payable pursuant to this Section 3.03. For purposes of crediting and applying the payment by the Borrower of the DEP Fee upon receipt thereof as provided hereby, the Trustee shall credit and apply such

payment of the DEP Fee pursuant to the terms and provisions of the Bond Indenture that relate to the payment, crediting and application of the State Administrative Fee (as defined in the Bond Indenture), notwithstanding that fact that (i) the DEP Fee and the State Administrative Fee are separate and distinct fee payment obligations to be satisfied by the Borrower, and (ii) as of the date hereof, there is no State Administrative Fee due and payable by the Borrower. The Trustee, as assignee hereof, hereby agrees to the credit and application of the DEP Fee upon payment thereof as provided hereby.

(g) See Section 3.03(g) as set forth in Schedule A attached hereto, made a part hereof and incorporated herein by reference as if set forth in full herein.

(h) Each payment made by the Borrower pursuant to, and in satisfaction of, the requirements of this Section 3.03 shall be made by the Borrower to the Trustee via an electronic transfer of immediately available funds; provided, however, that upon thirty (30) days prior written notice to the Borrower, an Authorized Officer of the I-Bank may, in the sole discretion of such Authorized Officer, prescribe an alternative method by which payments pursuant to, and in satisfaction of, this Section 3.03 shall be made by the Borrower to the Trustee. Such method as prescribed by an Authorized Officer of the I-Bank may include, without limitation, the automatic debit by the I-Bank or the Trustee of the respective amounts of such payments, as required by this Section 3.03, from an account that shall be identified by the Borrower in writing and recorded on file with the I-Bank and the Trustee.

SECTION 3.03A. Unexpended Project Funds on Deposit in Project Loan Account.

(a) If, on the Project Loan Account Disbursement Deadline, any amounts remain on deposit in the Borrower's Project Loan Account ("Unexpended Project Funds"), such Unexpended Project Funds on deposit in the Borrower's Project Loan Account shall thereafter be applied, as follows:

(i) If the Unexpended Project Funds are less than or equal to the greater of (1) $250,000 or (2) the amount of Loan Repayments due from the Borrower to the I-Bank in the next succeeding calendar year, the Unexpended Project Funds shall be applied by the I-Bank toward the Borrower's obligation to make the Loan Repayments next coming due; or

(ii) If the Unexpended Project Funds are greater than the greater of (1) $250,000 or (2) the amount of Loan Repayments due from the Borrower to the I-Bank in the next succeeding calendar year, the Unexpended Project Funds shall be applied by the I-Bank as a prepayment of the Borrower's Loan Repayments, and shall be applied to the principal payments (including the premium, if any, associated with any optional or mandatory redemption of I-Bank Bonds) on the Loan in inverse order of their maturity.

(b) The Borrower shall pay all costs and expenses of the I-Bank in connection with any prepayment pursuant to the provisions of subsection (a)(ii) of this Section 3.03A, including, without limitation, the fees of Bond Counsel to the I-Bank and any other professional advisors to the I-Bank.

SECTION 3.04. Unconditional Obligations. The obligation of the Borrower to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any I-Bank Bonds remain outstanding or any Loan Repayments remain unpaid, for any reason, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Loan Agreement or the Bond Indenture, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might otherwise have against the I-Bank, the Trustee or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. The Borrower shall not be obligated to make any payments required to be made by any other Borrowers under separate Loan Agreements or the Bond Indenture.

The Borrower acknowledges that payment of the I-Bank Bonds by the I-Bank does not constitute payment of the amounts due under this Loan Agreement and the Borrower Bond.

The Borrower acknowledges that payment of the I-Bank Bonds from moneys that were originally received by the Trustee pursuant to Section 5.04(1) of the Bond Indenture from repayments by the Borrowers of loans made to the Borrowers by the State, acting by and through the Department, pursuant to loan agreements dated as of December 1, 2020 by and between the Borrowers and the State, acting by and through the Department, to finance or refinance a portion of the Costs of the Environmental Infrastructure Facilities of the Borrowers, does not constitute payment of the amounts due under this Loan Agreement and the Borrower Bond.

SECTION 3.05. Loan Agreement to Survive Bond Indenture and I-Bank Bonds. The Borrower acknowledges that its duties, covenants, obligations and agreements hereunder shall survive the discharge of the Bond Indenture applicable to the I-Bank Bonds and shall survive the payment of the principal and redemption premium, if any, of and the interest on the I-Bank Bonds until the Borrower can take no action or fail to take any action that could adversely affect the exclusion from gross income of the interest on the I-Bank Bonds for purposes of federal income taxation, at which time such duties, covenants, obligations and agreements hereunder shall, except for those set forth in Sections 3.06(a) and (b) hereof, terminate.

SECTION 3.06. Disclaimer of Warranties and Indemnification.

(a) The Borrower acknowledges and agrees that (i) neither the I-Bank nor the Trustee makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the

Environmental Infrastructure System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the I-Bank or the Trustee or their respective agents be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Environmental Infrastructure System or the Project or any item or products or services provided for in this Loan Agreement; and (iii) to the fullest extent permitted by law, the Borrower shall indemnify and hold the I-Bank and the Trustee harmless against, and the Borrower shall pay any and all, liability, loss, cost, damage, claim, judgment or expense of any and all kinds or nature and however arising and imposed by law, which the I-Bank and the Trustee may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Borrower, the Borrower's ownership of the Environmental Infrastructure System or the Project, or the acquisition, construction or installation of the Project.

(b) It is mutually agreed by the Borrower, the I-Bank and the Trustee that the I-Bank and its officers, agents, servants and employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed under this Loan Agreement and any claim or suit of whatsoever nature, except in the event of loss or damage resulting from their own negligence or willful misconduct. It is further agreed that the Trustee and its directors, officers, agents, servants or employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed pursuant to this Loan Agreement, except in the event of loss or damage resulting from their own negligence or willful misconduct.

(c) The Borrower and the I-Bank agree that all claims shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.* (except for N.J.S.A. 59:13-9 thereof), notwithstanding the fact that such statute, by its express terms would not apply to claims arising under contract with the I-Bank but for the provisions of this subsection.

(d) In connection with its obligation to provide the insurance required under Section 2.02(j) hereof: (i) the Borrower shall include, or cause to be included, the I-Bank and its directors, employees and officers as additional "named insureds" on (A) any certificate of liability insurance procured by the Borrower (or other similar document evidencing the liability insurance coverage procured by the Borrower) and (B) any certificate of liability insurance procured by any contractor or subcontractor for the Project, and from the later of the date of the Loan Closing or the date of the initiation of construction of the Project until the date the Borrower receives the written certificate of Project completion from the I-Bank, the Borrower shall maintain said liability insurance covering the I-Bank and said directors, employees and officers in good standing; and (ii) the Borrower shall include the I-Bank as an additional "named insured" on any certificate of insurance providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, and during the Loan Term the Borrower shall maintain said insurance covering the I-Bank in good standing.

The Borrower shall provide the I-Bank with a copy of each of any such original, supplemental, amendatory or reissued certificates of insurance (or other similar documents evidencing the insurance coverage) required pursuant to this Section 3.06(d).

SECTION 3.07. Option to Prepay Loan Repayments. The Borrower may prepay the I-Bank Bond Loan Repayments, in whole or in part (but if in part, in the amount of $100,000 or any integral multiple thereof), upon prior written notice to the I-Bank and the Trustee not less than ninety (90) days in addition to the number of days' advance notice to the Trustee required for any optional redemption of the I-Bank Bonds, and upon payment by the Borrower to the Trustee of amounts that, together with investment earnings thereon, will be sufficient to pay the principal amount of the I-Bank Bond Loan Repayments to be prepaid plus the Interest Portion described in clause (ii) of the definition thereof on any such date of redemption; provided, however, that, with respect to any prepayment other than those required by Section 3.03A hereof, any such full or partial prepayment may only be made (i) if the Borrower is not then in arrears on its Fund Loan, (ii) if the Borrower is contemporaneously making a full or partial prepayment of the Fund Loan such that, after the prepayment of the Loan and the Fund Loan, the I-Bank, in its sole discretion, determines that the interests of the owners of the I-Bank Bonds are not adversely affected by such prepayments, (iii) upon the prior written approval of the I-Bank, and (iv) provided that the Borrower shall agree to pay all costs and expenses of the I-Bank in connection with such prepayment, including, without limitation, the fees of Bond Counsel to the I-Bank and any other professional advisors to the I-Bank. In addition, if at the time of such prepayment the I-Bank Bonds may only be redeemed at the option of the I-Bank upon payment of a premium, the Borrower shall add to its prepayment of I-Bank Bond Loan Repayments an amount, as determined by the I-Bank, equal to such premium allocable to the I-Bank Bonds to be redeemed as a result of the Borrower's prepayment. Prepayments shall be applied first to the Interest Portion that accrues on the portion of the Loan to be prepaid until such prepayment date as described in clause (ii) of the definition thereof and then to principal payments (including premium, if any) on the Loan in inverse order of their maturity.

SECTION 3.08. Priority of Loan and Fund Loan.

(a) The Borrower hereby acknowledges and agrees that, to the extent permitted by law, any repayments then due and payable on the Loan pursuant to this Loan Agreement and paid by the Borrower and any repayments then due and payable on the Fund Loan pursuant to the Fund Loan Agreement and paid by the Borrower shall be applied by the Trustee, first, to the payment obligations of the Borrower with respect to the Loan and, second, to the payment obligations of the Borrower with respect to the Fund Loan, all in a manner more specifically identified in subsection (b) hereof. The Borrower agrees not to interfere with any such action by the Trustee with respect to the application of repayments as set forth herein.

(b) The Borrower hereby further acknowledges and agrees that in the event the Borrower fails or is unable to pay promptly to the I-Bank in full any I-Bank Bond Loan Repayments pursuant to this Loan Agreement when due, then any (i) Administrative Fee paid hereunder, (ii) late charges paid hereunder, and (iii) loan repayments paid by the Borrower on its Fund Loan pursuant to its Fund Loan Agreement, any of which payments shall be received by the Trustee during the time of any such I-Bank Bond Loan Repayment deficiency, shall be applied by the Trustee *first* to satisfy such I-Bank Bond Loan Repayment deficiency as a credit

against the obligations of the Borrower to make payments of the Interest Portion under the Loan and the Borrower Bond, *second*, to the extent available, to make I-Bank Bond Loan Repayments of principal hereunder and payments of principal under the Borrower Bond, *third*, to the extent available, to pay the Administrative Fee, *fourth*, to the extent available, to pay any late charges hereunder, *fifth*, to the extent available, to satisfy the repayment of the Borrower's Fund Loan pursuant to its Fund Loan Agreement, and *finally*, to the extent available, to satisfy the repayment of any administrative fee pursuant to its Fund Loan Agreement.

(c) The Borrower hereby further acknowledges and agrees that any loan repayments paid by the Borrower on its Fund Loan pursuant to its Fund Loan Agreement shall be applied according to the provisions of the Master Program Trust Agreement.

SECTION 3.09. Approval of the New Jersey State Treasurer. The Borrower and the I-Bank hereby acknowledge that, prior to or simultaneously with the Loan Closing, the New Jersey State Treasurer, in satisfaction of the requirements of Section 9a of the Act, issued the "Certificate of the New Jersey State Treasurer Regarding the Approval of the I-Bank Loan and the Fund Loan" (the "Treasurer's Certificate"). Pursuant to the terms of the Treasurer's Certificate, the New Jersey State Treasurer approved the Loan and the terms and conditions thereof as established by the provisions of this Loan Agreement.

ARTICLE IV

ASSIGNMENT OF LOAN AGREEMENT AND BORROWER BOND

SECTION 4.01. Assignment and Transfer by I-Bank.

(a) The Borrower hereby expressly acknowledges that, other than the provisions of Section 2.02(d) hereof, the I-Bank's right, title and interest in, to and under this Loan Agreement and the Borrower Bond have been assigned to the Trustee as security for the I-Bank Bonds as provided in the Bond Indenture, and that if any Event of Default shall occur, the Trustee, pursuant to the Bond Indenture, shall be entitled to act hereunder in the place and stead of the I-Bank. The Borrower hereby acknowledges the requirements of the Bond Indenture applicable to the I-Bank Bonds and consents to such assignment and appointment. This Loan Agreement and the Borrower Bond, including, without limitation, the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce observance and performance by the Borrower of its other duties, covenants, obligations and agreements hereunder, may be further transferred, assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Borrower.

The I-Bank shall retain the right to compel or otherwise enforce observance and performance by the Borrower of its duties, covenants, obligations and agreements under Section 2.02(d) hereof; provided, however, that in no event shall the I-Bank have the right to accelerate the Borrower Bond in connection with the enforcement of Section 2.02(d) hereof.

(b) The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement and the Borrower Bond that the I-Bank deems to be necessary in connection with any refunding of the I-Bank Bonds or the issuance of additional bonds under the Bond Indenture or otherwise, all in connection with the pooled loan program of the I-Bank.

SECTION 4.02. Assignment by Borrower. Neither this Loan Agreement nor the Borrower Bond may be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (i) the I-Bank and the Trustee shall have approved said assignment in writing; (ii) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, obligations and agreements under this Loan Agreement and, to the extent permitted under applicable law, the Borrower Bond; (iii) immediately after such assignment, the assignee shall not be in default in the observance or performance of any duties, covenants, obligations or agreements of the Borrower under this Loan Agreement or the Borrower Bond; and (iv) the I-Bank shall have received an opinion of Bond Counsel to the effect that such assignment will not adversely affect the security of the holders of the I-Bank Bonds or the exclusion of the interest on the I-Bank Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay, or cause to be paid, any I-Bank Bond Loan Repayment required to be paid hereunder when due;

(b) failure by the Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Borrower (other than the Loan and the Borrower Bond), after giving effect to the applicable grace period, the payments of which are secured by the Revenues of the Environmental Infrastructure System;

(c) failure by the Borrower to pay, or cause to be paid, the Administrative Fee or any late charges incurred hereunder or any portion thereof when due, or to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsections (a), (g) and (i) of this Section 5.01, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the I-Bank, unless the I-Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the I-Bank may not unreasonably withhold its consent to an extension of such time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected;

(d) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect;

(e) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, and/or any proceeding with respect to such petition and/or pursuant to any such law shall occur or be pending (including, without limitation, the operation and administration of the Borrower pursuant to any plan of reorganization approved and implemented under any such law), unless in the case of any such petition filed against the Borrower or any such proceeding, such petition and such proceeding shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal or the further jurisdiction of any court; or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee, but not including a takeover by the Division of Local Government Services in the New Jersey Department of Community Affairs) of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days;

(f) the Borrower shall generally fail to pay its debts as such debts become due;

(g) failure of the Borrower to observe or perform such additional duties, covenants, obligations, agreements or conditions as are required by the I-Bank and specified in each of Exhibit F and Exhibit G attached hereto and made a part hereof;

(h) the occurrence of an "Event of Default" pursuant to, and as defined in, (i) the Fund Loan Agreement or (ii) any Construction Financing Program Loan that may be outstanding; and

(i) failure by the Borrower to observe and perform any statutory or regulatory duty or obligation on its part to be observed or performed pursuant to Section 2.02(r) of this Loan Agreement, (i) knowledge of which failure the I-Bank shall obtain from, and pursuant to, a written notice provided by the DLGS to the I-Bank, at the sole discretion of the DLGS, in which notice the DLGS shall describe to the I-Bank the nature of such failure by the Borrower and the duration of such failure by the Borrower, and (ii) only if such failure shall continue for a period of thirty (30) days after written notice, specifying such failure, as described to the I-Bank by the DLGS, and requesting that it be remedied, is given to the Borrower by the I-Bank (with a copy thereof provided by the I-Bank to the DLGS), unless the I-Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the I-Bank may not unreasonably withhold its consent to an extension of such time up to 120 days from the delivery of the written notice referred to in clause (ii), above, if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected.

SECTION 5.02. Notice of Default. The Borrower shall give the Trustee and the I-Bank prompt telephonic notice, confirmed immediately thereafter with a written notice, of the occurrence of any Event of Default referred to in Section 5.01(e) or (f) hereof and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Borrower acknowledges the rights of the Trustee to direct any and all remedies in accordance with the terms of the Bond Indenture, and the Borrower also acknowledges that the I-Bank shall have the right to take, or to direct the Trustee to take, any action permitted or required pursuant to the Bond Indenture and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder.

In addition, if an Event of Default referred to in Section 5.01(a) hereof shall have occurred and be continuing, the I-Bank shall, to the extent allowed by applicable law and to the extent and in the manner set forth in the Bond Indenture, have the right to declare, or to direct the Trustee to declare, all Loan Repayments and all other amounts due hereunder (including, without limitation, payments under the Borrower Bond) together with the prepayment premium, if any,

calculated pursuant to Section 3.07 hereof to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

In addition, if an Event of Default referred to in Section 5.01(i) hereof shall have occurred and be continuing, the I-Bank shall, to the extent allowed by applicable law and to the extent and in the manner set forth in the Bond Indenture, have the right to declare, or to direct the Trustee to declare, (i) following the occurrence of such Event of Default, a loan performance recovery fee of one percent (1.00%) of the initial principal amount of the Loan, to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand, and (ii) thereafter (and in addition to the imposition of the loan performance recovery fee described in the preceding clause (i)), to the extent that such Event of Default remains uncured more than ninety (90) days after the occurrence thereof, all Loan Repayments and all other amounts due hereunder (including, without limitation, payments under the Borrower Bond) together with the prepayment premium, if any, calculated pursuant to Section 3.07 hereof to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

SECTION 5.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the I-Bank or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by either of them in the collection of I-Bank Bond Loan Repayments or any other sum due hereunder or in the enforcement of the observation or performance of any other duties, covenants, obligations or agreements of the Borrower upon an Event of Default.

SECTION 5.05. Application of Moneys. Any moneys collected by the I-Bank or the Trustee pursuant to Section 5.03 hereof shall be applied (a) *first* to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 5.04 hereof, (b) *second*, to the extent available, to pay the Interest Portion then due and payable, (c) *third*, to the extent available, to pay the principal due and payable on the Loan, (d) *fourth*, to the extent available, to pay the Administrative Fee, any late charges incurred hereunder or any other amounts due and payable under this Loan Agreement, and (e) *fifth*, to the extent available, to pay the Interest Portion and the principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

SECTION 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the I-Bank or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the I-Bank or the Trustee to exercise any remedy reserved to it in this Article V, it shall not be necessary to give any notice other than such notice as may be required in this Article V.

SECTION 5.07. Retention of I-Bank's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Bond Indenture, or

anything else to the contrary contained herein, the I-Bank shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the I-Bank may, in its discretion, deem necessary to enforce the obligations of the Borrower to the I-Bank pursuant to Section 5.03 hereof.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, (i) to the Borrower at the address specified in Exhibit A-1 attached hereto and made a part hereof and (ii) to the I-Bank and the Trustee at the following respective addresses:

(a) I-Bank:

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201
Attention: Executive Director

(b) Trustee:

Zions Bancorporation, National Association d/b/a Zions Bank
401 Liberty Avenue, Suite 1729
Pittsburgh, Pennsylvania 15222
Attention: Corporate Trust Department

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the others.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the I-Bank and the Borrower and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications.

(a) Except as otherwise provided in this Section 6.04, this Loan Agreement may not be amended, supplemented or modified without the prior written consent of the I-Bank and the Borrower and without the satisfaction of all conditions set forth in Section 11.12 of the Bond Indenture. Notwithstanding the conditions set forth in Section 11.12 of the Bond Indenture, (i) Section 2.02(q) hereof may be amended, supplemented or modified upon the written consent of the I-Bank and the Borrower and without the consent of the Trustee or any holders of the I-Bank Bonds, and (ii) Exhibit H hereto may be amended, supplemented or modified prior to the execution and delivery thereof as the I-Bank, in its sole discretion, shall determine to be necessary, desirable or convenient for the purpose of satisfying Rule 15c2-12 and the purpose and intent thereof as Rule 15c2-12, its purpose and intent may hereafter be interpreted from time

to time by the SEC or any court of competent jurisdiction, and such amendment, supplement or modification shall not require the consent of the Borrower, the Trustee or any holders of the I-Bank Bonds.

(b) Notwithstanding any provision of the Service Agreement to the contrary, the Service Agreement may not be amended, supplemented or modified by the Borrower and the Underlying Government Unit without the prior written consent of an Authorized Officer (as defined in the Bond Indenture) of the I-Bank.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as part of this Loan Agreement.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the I-Bank or an Authorized Officer of the I-Bank, as the case may be, shall be required pursuant to the provisions of this Loan Agreement, such consent or approval may only be given by the I-Bank or an Authorized Officer of the I-Bank, as the case may be, (i) unless otherwise provided by law or by the rules, regulations or resolutions of the I-Bank, or (ii) unless expressly delegated to the Trustee, and (iii) except as otherwise provided in Section 6.09 hereof. Further, whenever the written consent or approval of the I-Bank or an Authorized Officer of the I-Bank, as the case may be, shall be required pursuant to the provisions of this Loan Agreement, such approval or consent of the I-Bank pursuant to the provisions hereof may be either granted or withheld by the I-Bank in its sole and absolute discretion.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Benefit of Loan Agreement; Compliance with Bond Indenture. This Loan Agreement is executed, among other reasons, to induce the purchase of the I-Bank Bonds. Accordingly, all duties, covenants, obligations and agreements of the Borrower herein contained are hereby declared to be for the benefit of, and are enforceable by, the I-Bank, the holders of the I-Bank Bonds and the Trustee. The Borrower covenants and agrees to observe and comply with, and to enable the I-Bank to observe and comply with, all applicable duties, covenants, obligations and agreements contained in the Bond Indenture.

SECTION 6.10. Further Assurances. The Borrower shall, at the request of the I-Bank, authorize, execute, attest, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Borrower Bond.

SECTION 6.11. No Personal Liability. The Borrower hereby acknowledges and agrees that, pursuant to and consistent with the provisions of Section 13 of the Act (N.J.S.A. 58:11B-13), neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to the issuance of the I-Bank Bonds or the making of the Loan pursuant to this Loan Agreement shall be liable personally with respect to the I-Bank Bonds or the Loan or any matters or transactions related thereto.

IN WITNESS WHEREOF, the I-Bank and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

[NAME OF BORROWER]

[SEAL]

By: _____
Authorized Officer
Title

ATTEST:

_____
Authorized Officer
Title

[signature page]

SCHEDULE A

Certain Additional Loan Agreement Provisions

EXHIBIT A-1

Description of Project and Environmental Infrastructure System

EXHIBIT A-2

Description of Loan

EXHIBIT B

Basis for Determination of Allowable Project Costs

EXHIBIT C

Estimated Disbursement Schedule

EXHIBIT D

Specimen Borrower Bond

(Except for assignment page, to be supplied by Borrower's bond counsel in substantially the following form)

IMPORTANT NOTE: The next three pages set forth the form of the Borrower Bond prepared by the I-Bank's Bond Counsel for municipal/county Borrowers. Although the I-Bank recognizes that each authority Borrower has its own bond form as required pursuant to its Borrower Bond Resolution, please incorporate in the authority bond form the pertinent information from this municipal/county bond form (e.g., amounts payable under the Borrower Bond set forth in the first paragraph, assignment in the second paragraph, disbursement language in the third paragraph, unconditional obligation in the fourth paragraph, optional prepayment provisions in the fifth paragraph and the date of the Borrower Bond).

SEE IMPORTANT NOTE ON PRIOR PAGE

FOR VALUE RECEIVED, [the] [NAME OF BORROWER], a [municipal/county utilities authority] [sewerage authority] [political subdivision] duly created and validly existing under the Constitution and laws of the State (the "Borrower"), hereby promises to pay to the order of the New Jersey Infrastructure Bank (the "I-Bank") (i) the principal amount of _____ Dollars ($_____), or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Loan Agreement, together with (ii) Interest on the Loan constituting the Interest Portion, the Administrative Fee and any late charges incurred under the Loan Agreement (as such terms are defined in the Loan Agreement) in the amount calculated as provided in the Loan Agreement, payable on the days and in the amounts and as provided in the Loan Agreement, which principal amount and Interest Portion of the Interest on the Loan shall, unless otherwise provided in the Loan Agreement, be payable on the days and in the amounts as also set forth in Exhibit A attached hereto under the column headings respectively entitled "Principal" and "Interest", plus (iii) any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein. The Borrower irrevocably pledges its Revenues (as defined in the Loan Agreement) for the punctual payment of the principal of and the Interest on this Borrower Bond (as defined in the Loan Agreement) and for the punctual payment of all other amounts due under this Borrower Bond and the Loan Agreement according to their respective terms.

This Borrower Bond is issued pursuant to the ["Municipal and County Utilities Authorities Law", P.L. 1957, c. 183, (N.J.S.A. 40:14B-1 *et seq.*),] [the "Sewerage Authorities Law", P.L. 1946 c. 138 (N.J.S.A. 40:14A-1 *et seq.*),] ["the Local Authorities Fiscal Control Law", P.L. 1983 c. 313 (N.J.S.A. 40A:5A-1 *et seq.*),] [the "Borrower Enabling Act" means the "[TITLE OF ACT]", P.L. ____ c. ___ (N.J.S.A. _____ *et seq.*),] other applicable law and the Loan Agreement dated as of December 1, 2020 by and between the I-Bank and the Borrower (the "Loan Agreement"). This Borrower Bond is issued in consideration of the loan made under the Loan Agreement (the "Loan") to evidence and secure the payment obligations of the Borrower set forth in the Loan Agreement. This Borrower Bond has been assigned to Zions Bancorporation, National Association d/b/a Zions Bank, as trustee (the "I-Bank's Trustee"), under the Indenture of Trust, dated as of December 1, 2020, by and between the I-Bank and the Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds), as the same may be amended and supplemented in accordance with the terms thereof (the "Bond Indenture"), and payments hereunder shall, except as otherwise provided in the Loan Agreement, be made directly to the I-Bank's Trustee for the account of the I-Bank pursuant to such assignment. Such assignment has been made as security for the payment of the I-Bank Bonds (as defined in the Loan Agreement) issued to finance or refinance the Loan and as otherwise described in the Loan Agreement. This Borrower Bond is subject to further assignment or endorsement in accordance with the terms of the Bond Indenture and the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Borrower Bond.

Pursuant to the Loan Agreement, disbursements shall be made by the I-Bank's Trustee to the Borrower, in accordance with written instructions of the I-Bank, upon receipt by the I-Bank

and the I-Bank's Trustee of requisitions from the Borrower executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Borrower Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the I-Bank under the Loan Agreement or under any other agreement between the Borrower and the I-Bank or out of any indebtedness or liability at any time owing to the Borrower by the I-Bank or for any other reason.

This Borrower Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Borrower Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Borrower Bond to be duly executed, sealed and delivered as of December 2, 2020.

[NAME OF BORROWER]

[SEAL]

By:_____

ATTEST:

_____

New Jersey Infrastructure Bank hereby assigns the foregoing Borrower Bond to Zions Bancorporation, National Association d/b/a Zions Bank (the "Trustee"), as the I-Bank's Trustee under the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and the Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds), as the same may be amended and supplemented in accordance with the terms thereof (the "Bond Indenture"), all as of the date of this Borrower Bond, as security for the I-Bank Bonds issued or to be issued under the Bond Indenture to finance or refinance the Project Fund (as defined in the Bond Indenture).

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By:_____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

EXHIBIT E

Opinions of Borrower's Bond Counsel and General Counsel

See Closing Item ___

[LETTERHEAD OF COUNSEL TO BORROWER]

December 2, 2020

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201

Zions Bancorporation, National Association d/b/a Zions Bank
401 Liberty Avenue, Suite 1729
Pittsburgh, Pennsylvania 15222
Attention: Corporate Trust Department

Ladies and Gentlemen:

We have acted as counsel to [Name of Borrower], a [municipal/county utilities authority] [sewerage authority] [political subdivision] of the State of New Jersey (the "Borrower"), which has entered into a Loan Agreement (as hereinafter defined) with the New Jersey Infrastructure Bank (the "I-Bank"), and have acted as such in connection with the authorization, execution, attestation and delivery by the Borrower of its Loan Agreement and Borrower Bond (as hereinafter defined) pursuant to the ["Municipal and County Utilities Authorities Law", P.L. 1957, c. 183, (N.J.S.A. 40:14B-1 *et seq.*),] [the "Sewerage Authorities Law", P.L. 1946 c. 138 (N.J.S.A. 40:14A-1 *et seq.*),] ["the Local Authorities Fiscal Control Law", P.L. 1983 c. 313 (N.J.S.A. 40A:5A-1 *et seq.*),] [the "Borrower Enabling Act" means the "[TITLE OF ACT]", P.L. ____ c. ___ (N.J.S.A. _____ *et seq.*),] and a bond resolution of the Borrower adopted on [DATE] and entitled "[TITLE]", as amended and supplemented, including by a supplemental resolution adopted on [DATE] and entitled "[TITLE]" (such resolutions shall be collectively referred to herein as the "Resolution"). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

In so acting, we have examined the Constitution and laws of the State of New Jersey, including, without limitation, the Borrower Enabling Act and the ordinance(s) of [_____] creating the Borrower and the by-laws of the Borrower. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

(a) the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and Zions Bancorporation, National Association d/b/a Zions Bank, as the I-Bank's Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds);

(b) the Loan Agreement dated as of December 1, 2020 (the "Loan Agreement") by and between the I-Bank and the Borrower;

(c) the proceedings of the governing body of the Borrower relating to the approval of the Loan Agreement and the execution, attestation and delivery thereof on behalf of the Borrower and the authorization of the undertaking and completion of the Project;

(d) the Borrower Bond dated December 2, 2020 (the "Borrower Bond") issued by the Borrower to the I-Bank to evidence and secure the Loan; [and]

(e) the proceedings (together with the proceedings referred to in clause (c) above and Section 5 below, the "Proceedings") of the governing body of the Borrower, including, without limitation, the Resolution, relating to the authorization of the Borrower Bond and the sale, execution, attestation, authentication and delivery thereof to the I-Bank (the Loan Agreement and the Borrower Bond are referred to herein collectively as the "Loan Documents")[;] [; and] [.]

[(f) the service agreement dated as of _____ (the "Service Agreement") between the Borrower and _____ (the "Underlying Government Unit"), as amended.]

[(f) the service agreement dated as of _____ (the "Municipal Service Agreement") between the Borrower and _____ (the "Municipal Underlying Government Unit"), as amended;

(f) the service agreement dated as of _____ (the "Authority Service Agreement", and together with the Municipal Service Agreement, the "Service Agreement") between the Borrower and _____ (the "Authority Underlying Government Unit", and together with the Municipal Underlying Government Unit, the "Underlying Government Unit"), as amended; and

(g) the service agreement dated as of _____ (the "Indirect Service Agreement") between the Authority Underlying Government Unit and _____ (the "Indirect Underlying Government Unit"), as amended.]

[(IF JUNIOR LIEN BOND RESOLUTION) [(f)] [(g)] [(i)] the bond resolution of the Borrower (the "Senior Lien Bond Resolution") authorizing the issuance of bonds, notes or other debt obligations outstanding that are superior or senior to the Borrower Bond as to lien on, and source and security for payment thereof from, the Revenues (the "Senior Lien Bonds").]

We have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates and other instruments, and have made such investigation of law as in our judgment we have deemed necessary or appropriate, to enable us to render the opinions expressed below.

We are of the opinion that:

1. The Borrower is a [municipal/county utilities authority] [sewerage authority] [political subdivision] duly created and validly existing pursuant to the Constitution and statutes of the State of New Jersey, including the Borrower Enabling Act, with the legal right to carry on the business of its Environmental Infrastructure System as currently being conducted and as proposed to be conducted.

2. The Borrower has full legal right and authority to execute, attest and deliver the Loan Documents, to sell the Borrower Bond to the I-Bank, to cause the authentication of the

Borrower Bond, to observe and perform its duties, covenants, obligations and agreements under the Loan Documents and to undertake and complete the Project.

3. The officers and officials of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in the Loan Agreement are, and at the time any such action was performed were, the duly appointed or elected officers and officials of the Borrower empowered by applicable New Jersey law and authorized by ordinance or resolution of the Borrower to perform such actions.

4. In accordance with the terms of the Resolution and to the extent provided therein, the Borrower has unconditionally and irrevocably pledged the Revenues of its Environmental Infrastructure System for the punctual payment of the Loan Repayments and all other amounts due under the Loan Documents according to their respective terms.

5. The proceedings of the Borrower's governing body (i) approving the Loan Documents, (ii) authorizing their execution, attestation and delivery on behalf of the Borrower, (iii) with respect to the Borrower Bond only, authorizing its sale by the Borrower to the I-Bank and authorizing its authentication on behalf of the Borrower, (iv) authorizing the Borrower to consummate the transactions contemplated by the Loan Documents, (v) authorizing the Borrower to undertake and complete the Project, [(vi) authorizing the approval of the inclusion in the Official Statement of the Borrower Appendices,] and (vi) [(vii)] authorizing the execution and delivery of all other certificates, agreements, documents and instruments in connection with the execution, attestation and delivery of the Loan Documents [including, without limitation, the designation of the Borrower Appendices portion of the Preliminary Official Statement, if any, as "deemed final" for the purposes and within the meaning of 17 CFR 240.15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 15c2-12"),] have each been duly and lawfully adopted and authorized in accordance with applicable law and applicable resolutions of the Borrower, including, without limitation, the Resolution, the other Proceedings, the Borrower Enabling Act and the Local Authorities Fiscal Control Law, which Proceedings constitute all of the actions necessary to be taken by the Borrower to authorize its actions contemplated by clauses (i) through (vi) [(vii)] above and which Proceedings, including, without limitation, the Resolution, were duly adopted and published, where necessary, in accordance with applicable New Jersey law at a meeting or meetings duly called pursuant to necessary public notice and held in accordance with applicable New Jersey law and at which quorums were present and acting throughout.

6. The Loan Documents have been duly authorized, executed, attested and delivered by the Authorized Officers of the Borrower, the Borrower Bond has been duly sold by the Borrower to the I-Bank and, if applicable, the Borrower Bond has been duly authenticated by the trustee or paying agent under the Resolution; and assuming in the case of the Loan Agreement that the I-Bank has the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, the Loan Agreement, the Loan Documents constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium,

reorganization or other similar laws affecting creditors' rights generally. No opinion is rendered as to the availability of any particular remedy.

7. The authorization, execution, attestation and delivery of the Loan Documents by the Borrower and, in the case of the Borrower Bond only, the authentication thereof by the trustee or paying agent under the Resolution and the sale thereof to the I-Bank, the observation and performance by the Borrower of its duties, covenants, obligations and agreements thereunder, the consummation of the transactions contemplated therein, and the undertaking and completion of the Project do not and will not (i) result in any breach of any of the terms, conditions or provisions of, or (ii) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

8. All approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Borrower in connection with the authorization, execution, attestation, delivery and performance of the Loan Documents, the sale of the Borrower Bond and the undertaking and completion of the Project have been obtained or made.

[9. The Borrower and the Underlying Government Unit had and have the right and power under the Constitution and statutes of the State of New Jersey to enter into and execute the Service Agreement and to observe and perform all of their respective duties, covenants, obligations and agreements thereunder, and the Service Agreement has been duly executed and delivered by the Borrower and the Underlying Government Unit and constitutes a valid and legally binding obligation of each of them, enforceable against each of them in accordance with its terms, and obligates the Underlying Government Unit to make payment to the Borrower of Annual Charges as defined in and when due under the Service Agreement.]

[9. The Borrower and the Underlying Government Unit had and have the right and power under the Constitution and statutes of the State of New Jersey to enter into and execute the Service Agreement and to observe and perform all of their respective duties, covenants, obligations and agreements thereunder, and the Service Agreement has been duly executed and delivered by the Borrower and the Underlying Government Unit and constitutes a valid and legally binding obligation of each of them, enforceable against each of them in accordance with its terms, and obligates the Underlying Government Unit to make payment to the Borrower of Annual Charges as defined in and when due under the Service Agreement.

The Authority Underlying Government Unit and the Indirect Underlying Government Unit had and have the right and power under the Constitution and statutes of the State of New Jersey to enter into and execute the Indirect Service Agreement and to observe and perform all of

their respective duties, covenants, obligations and agreements thereunder, and the Indirect Service Agreement has been duly executed and delivered by the Authority Underlying Government Unit and the Indirect Underlying Government Unit and constitutes a valid and legally binding obligation of each of them, enforceable against each of them in accordance with its terms, and obligates the Indirect Underlying Government Unit to make payment to the Authority Underlying Government Unit of Annual Charges (the "Indirect Annual Charges") as defined in and when due under the Indirect Service Agreement.]

[10. The Annual Charges payable by the Underlying Government Unit under the Service Agreement constitute valid, binding, direct and general obligations of the Underlying Government Unit [in accordance with the Borrower Enabling Act], and the Underlying Government Unit has the power and is obligated, if necessary, to levy *ad valorem* taxes upon all the taxable property located in the Underlying Government Unit for the payment of such Annual Charges as the same become due, without limitation as to rate or amount.]

[10. The Annual Charges payable by the Underlying Government Unit under the Service Agreement constitute valid, binding, direct and general obligations of the Municipal Underlying Government Unit and valid, binding and direct obligations of the Authority Underlying Government Unit, and the Municipal Underlying Government Unit has the power and is obligated, if necessary, to levy *ad valorem* taxes upon all the taxable property located in the Municipal Underlying Government Unit for the payment of such Annual Charges as the same become due, without limitation as to rate or amount.

The Indirect Annual Charges payable by the Indirect Underlying Government Unit under the Indirect Service Agreement constitute valid, binding, direct and general obligations of the Indirect Underlying Government Unit, and the Indirect Underlying Government Unit has the power and is obligated, if necessary, to levy *ad valorem* taxes upon all the taxable property located in the Indirect Underlying Government Unit for the payment of such Indirect Annual Charges as the same become due, without limitation as to rate or amount.]

[11.] [9.] There is no litigation or other proceeding pending or, to our knowledge, after due inquiry, threatened in any court or other tribunal of competent jurisdiction (either state or federal) (i) questioning the creation, organization or existence of the Borrower[,] [or] [the Underlying Government Unit] [or the Indirect Underlying Government Unit], (ii) questioning the validity, legality or enforceability of the Resolution, the Loan[,] [or] the Loan Documents[,] [or] [the Service Agreement] [or the Indirect Service Agreement], (iii) questioning the undertaking or completion of the Project, (iv) otherwise challenging the Borrower's ability to consummate the transactions contemplated by the Loan[,] [or] the Loan Documents[,] [or] [the Service Agreement] [or the Indirect Service Agreement], [(v) questioning the imposition or collection of the Annual Charges [or the Indirect Annual Charges],] or [(v)] [(vi)] that, if adversely decided, would have a materially adverse impact on the financial condition of the Borrower.

[12.] [10.] [(IF JUNIOR LIEN BONDS) Other than any Senior Lien Bonds,] [T]the Borrower has no bonds, notes or other debt obligations outstanding that are superior or senior to the Borrower Bond as to lien on, and source and security for payment thereof from, the Revenues.

[13.] [11.] To the best of our knowledge, upon due inquiry, (i) all representations made by the Borrower contained within subsections (f) and (h) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement are true, accurate and complete, and (ii) all expectations contained therein are reasonable, and we know of no reason why the Borrower would be unable to comply on a continuing basis with the covenants contained within subsections (f) and (h) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement.

[14.] [12.] Assuming that (i) the Borrower complies on a continuing basis with the covenants contained in subsections (f) and (h) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement, (ii) interest on the I-Bank Bonds is otherwise excluded from gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and (iii) the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds, the application of the proceeds of the Loan for their intended purposes will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds and no portion of the I-Bank Bonds will be used in a private use, within the meaning of Section 141 of the Code.

We hereby authorize McCarter & English, LLP, acting as bond counsel to the I-Bank, and the Attorney General of the State of New Jersey, acting as general counsel to the I-Bank, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

Additional Covenants and Requirements

EXHIBIT F-2

Service Agreement

EXHIBIT G

General Administrative Requirements
for the New Jersey Water Bank

EXHIBIT H

Form of Continuing Disclosure Agreement

LOAN AGREEMENT

BY AND BETWEEN

NEW JERSEY INFRASTRUCTURE BANK

AND

[NAME OF BORROWER]

DATED AS OF DECEMBER 1, 2020

IN WITNESS WHEREOF, the I-Bank and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

[NAME OF BORROWER]

[SEAL]

By: _____
Authorized Officer
Title

ATTEST:

_____
Authorized Officer
Title

[signature page]

SCHEDULE A

Certain Additional Loan Agreement Provisions

In addition to the terms defined in subsection (a) of Section 1.01 of this Loan Agreement, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in this Schedule A.

Additional Definitions:

[**"Authority Underlying Government Unit"** means any Underlying Government Unit that is an authority.]

[**"Authority Underlying Government Unit":** the Borrower has not entered into a service agreement with an authority underlying government unit and, therefore, the capitalized term "Authority Underlying Government Unit", when such term is used in this Loan Agreement, shall not be applicable to the provision hereof in which such term appears and, therefore, such term shall have no effect with respect to this Loan Agreement.]

"Bond Indenture" means the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and the Trustee (as defined in the Loan Agreement), with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds).

"Borrower" means _____, an Entity, duly created and validly existing pursuant to the laws of the State of New Jersey, including, without limitation, the Borrower Enabling Act, and its successors and assigns.

"Borrower Bond Resolution" means the resolution of the Borrower entitled "[_____]", adopted on [_____], as amended and supplemented from time to time, [in particular by a supplemental resolution detailing the terms of the Borrower Bond adopted on [_____] and entitled "[_____]",] pursuant to which the Borrower Bond has been issued.

"Borrower Enabling Act" means the ["Sewerage Authorities Law", constituting Chapter 138 of the Pamphlet Laws of 1946 of the State (codified at N.J.S.A. 40:14A-1 *et seq.*), as the same may from time to time be amended and supplemented.]["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.

"Entity" means a [municipal] [county] [utilities authority] [sewerage authority], acting as a public body corporate and politic with corporate succession.

[**"Indirect Underlying Government Unit":** the Borrower has not entered into a service agreement with an indirect underlying government unit and, therefore, the capitalized term "Indirect Underlying Government Unit", when such term is used in this Loan Agreement, shall not be applicable to the provision hereof in which such term appears and, therefore, such term shall have no effect with respect to this Loan Agreement.]

[**"Indirect Underlying Government Unit"** means the [_____ of _____, in the County of _____], New Jersey, that has entered into a service agreement with [one of] the Authority Underlying Government Unit[s].]

"Interest Payment Dates" means February 1 and August 1 of each year, commencing on _____ 1, 20__.

"Loan" means the loan made by the I-Bank to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the amount of the Loan at any time shall be the initial aggregate principal amount of the Borrower Bond (which amount equals the amount actually deposited in the Project Loan Account at the Loan Closing plus the Borrower's allocable share of [(i)] certain costs of issuance and underwriter's discount for all I-Bank Bonds issued to finance the Loan[,] [and (ii) capitalized interest during the Project construction period]), less any amount of such principal amount that has been repaid by the Borrower under this Loan Agreement and less any adjustment made pursuant to the provisions of the Bond Indenture, including, without limitation, Section 5.02(4) thereof, N.J.A.C. 7:22-4.26 and the appropriations act of the State Legislature authorizing the expenditure of I-Bank Bond proceeds to finance a portion of the Costs of the Project.

"Permitted Pledges" means (i) loan repayments required with respect to the Fund Loan, (ii) the debt service on any future bonds of the Borrower issued at parity with the Borrower Bond under the Borrower Bond Resolution, (iii) the debt service on any bonds, notes or evidences of indebtedness of the Borrower at parity with the Borrower Bond under the Borrower Bond Resolution and currently outstanding or issued on the date hereof, and (iv) the debt service on any Senior Lien Bonds.

"Principal Payment Dates" means August 1 of each year, commencing on August 1, 20__.

"Project Completion Date" means [[_____, notwithstanding any provisions of Exhibit C to this Loan Agreement to the contrary] [or in the case of a "split project": include the "Completion of Construction" date from Exhibit C of the NJDEP Exhibits, and add ", such date being identified as the "Completion of Construction" date as set forth in Exhibit C to this Loan Agreement, subject to the extension thereof by an Authorized Officer of the I-Bank, at the sole and absolute discretion thereof, as evidenced by a certificate of such Authorized Officer of the I-Bank that shall be provided to the Borrower."].

"Project Loan Account Disbursement Deadline" means _____.

"Revenues" means "[ ] Revenues" as defined in the Borrower Bond Resolution.

[**"Senior Lien Bonds"** means existing or future bonds, notes or other debt obligations outstanding that are superior or senior to the Borrower Bond as to lien on, and source and security for payment thereof from, the Revenues.

"Senior Lien Bond Resolution" means the bond resolution of the Borrower authorizing the issuance of existing or future bonds, notes or other debt obligations outstanding that are superior or senior to the Borrower Bond as to lien on, and source and security for payment

thereof from, the Revenues.]

[**"Service Agreement":** the Borrower has not entered into a service agreement and, therefore, the capitalized term "Service Agreement", when such term is used in this Loan Agreement, shall not be applicable to the provision hereof in which such term appears and, therefore, such term shall have no effect with respect to this Loan Agreement.]

[**"Service Agreement"** means the written contractual arrangement entered into by and between the Borrower and the Underlying Government Unit dated [ ], as amended and supplemented, a copy of which is attached hereto as Exhibit F-2.]

[**"Service Agreement"** means, collectively, the written contractual arrangements entered into by and between the Borrower and each Underlying Government Unit dated [ ] and [ ], respectively, as amended and supplemented, a copy of each of which is attached hereto as Exhibit F-2.]

[**"Service Agreement"** means, collectively, the written contractual arrangements entered into by and between the Borrower and each Underlying Government Unit, a list of which is attached hereto as Exhibit F-2.]

[**"Underlying Government Unit":** the Borrower has not entered into a service agreement with an underlying government unit and, therefore, the capitalized term "Underlying Government Unit", when such term is used in this Loan Agreement, shall not be applicable to the provision hereof in which such term appears and, therefore, such term shall have no effect with respect to this Loan Agreement.]

[**"Underlying Government Unit"** means the _____ of _____, in the County of _____, New Jersey, which has entered into the Service Agreement with the Borrower.]

[**"Underlying Government Unit"** means the County of _____, New Jersey, which has entered into the Service Agreement with the Borrower.]

[**"Underlying Government Unit"** means the _____ Joint Meeting, in the County of _____, New Jersey, which has entered into the Service Agreement with the Borrower.]

[**"Underlying Government Unit"** means, collectively, the _____ of _____, in the County of _____, the _____ of _____, in the County of _____, and the _____ Authority, all located in the State of New Jersey, each of which has entered into a Service Agreement with the Borrower.]

<u>SECTION 2.01(a)(vi):</u>

[SERVICE AGREEMENT]

This Loan Agreement, the Service Agreement and the Borrower Bond have each been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower, and the Borrower Bond has been duly sold by the Borrower to the I-Bank, duly authenticated by the trustee or paying agent under the Borrower Bond Resolution and duly issued by the Borrower in accordance with the terms of the Borrower Bond Resolution; and assuming

that the other parties to this Loan Agreement and the Service Agreement have all the requisite power and authority to authorize, execute, attest and deliver, and have duly authorized, executed, attested and delivered, this Loan Agreement and the Service Agreement, and assuming further that this Loan Agreement and the Service Agreement are the legal, valid and binding obligations of the other parties thereto, enforceable against such other parties in accordance with their respective terms, each of this Loan Agreement, the Service Agreement and the Borrower Bond constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights; and the information contained under "Description of Loan" in Exhibit A-2 attached hereto and made a part hereof is true and accurate in all respects.

OR

[NO SERVICE AGREEMENT]

This Loan Agreement and the Borrower Bond have each been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower, and the Borrower Bond has been duly sold by the Borrower to the I-Bank, duly authenticated by the trustee or paying agent under the Borrower Bond Resolution and duly issued by the Borrower in accordance with the terms of the Borrower Bond Resolution; and assuming that the I-Bank has all the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, this Loan Agreement, and assuming further that this Loan Agreement is the legal, valid and binding obligation of the I-Bank, enforceable against the I-Bank in accordance with its terms, each of this Loan Agreement and the Borrower Bond constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights; and the information contained under "Description of Loan" in Exhibit A-2 attached hereto and made a part hereof is true and accurate in all respects.

SECTION 2.02(a)(ii):

[SERVICE AGREEMENT]

The Borrower acknowledges that to assure the continued operation and solvency of the I-Bank and to further secure the I-Bank Bonds, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan Repayments, an amount sufficient to satisfy such deficiency shall be paid by the New Jersey State Treasurer to the I-Bank from State-aid otherwise payable to the Underlying Government Unit [(other than an Authority Underlying Government Unit)].

OR

[NO SERVICE AGREEMENT]

Section 2.02(a)(ii) is not applicable to this Loan Agreement.

SECTION 2.02(c):

[JUNIOR LIEN BONDS ONLY]

Notwithstanding anything to the contrary in Section 2.02(c) of this Loan Agreement, the I-Bank and the State hereby acknowledge that revenues as defined under the Senior Lien Bond Resolution have a prior lien on revenues of the System to the revenues defined under the junior lien bond resolution.

OR

Section 2.02(c) shall not include any additional provisions.

SECTION 2.02(f)(xi):

[NO RESERVE OR REPLACEMENT FUND]

The Borrower will not have a reserve or replacement fund (within the meaning of Section 148(d)(1) of the Code) allocable to the Borrower Bond evidencing and securing the Loan.

OR

[RESERVE OR REPLACEMENT FUND]

The Borrower has a reserve or replacement fund (within the meaning of Section 148(d)(1) of the Code), a portion of which is allocable to the Borrower Bond evidencing and securing the Loan. To the extent that amounts held in the Borrower's reserve or replacement fund are allocable, under Treasury Regulations §1.148-6, to the I-Bank Bonds such amounts shall be invested by the Borrower throughout the term of the Loan at a yield not in excess of the yield on the I-Bank Bonds, unless the Borrower receives prior written approval of the I-Bank.

SECTION 2.02(l)(vi):

[SERVICE AGREEMENT]

A copy of the executed Service Agreement and any service agreement entered into between an Authority Underlying Government Unit and an Indirect Underlying Government Unit certified as of the date of the Loan Closing.

OR

[NO SERVICE AGREEMENT]

Section 2.02(l)(vi) is not applicable to this Loan Agreement.

SECTION 3.03(g):

[SERVICE AGREEMENT]

(i) In the event that the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan Repayment or any other payment required under this Loan Agreement when due, the Borrower shall take all measures permitted by its Service Agreement with the Underlying Government Unit to enforce prompt payment by the Underlying Government Unit of its

obligations in accordance with the terms of the Service Agreement in order to satisfy such deficiency. The amount so paid to the Trustee shall be deemed to be a credit against the obligations of the Borrower under this Section 3.03, and any such payment made to the Trustee shall fulfill the Borrower's obligation to pay such amount under this Loan Agreement and the Borrower Bond. Each such payment so made to the Trustee shall be applied first to the Interest Portion then due and payable, second, to the extent available, to the principal of the Loan then due and payable, third, to the extent available, to the Administrative Fee, fourth, to the extent available, to the payment of any late charges incurred hereunder, and finally, to the extent available, to any other payment required under this Loan Agreement.

(ii) In the event that the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan Repayment or any other payment required under this Loan Agreement when due and the Underlying Government Unit (other than an Authority Underlying Government Unit), which has entered into the Service Agreement with the Borrower, fails to satisfy the resulting payment deficiency when due, the Borrower hereby acknowledges that the I-Bank may exercise its right under and in accordance with Section 12a of the Act to satisfy such deficiency from State-aid payable to the Underlying Government Unit (other than an Authority Underlying Government Unit). The amount of State-aid so paid to the Trustee shall be deemed to be a credit against the obligations of the Borrower under this Section 3.03, and any such payment made to the Trustee shall fulfill the Borrower's obligation to pay such amount under this Loan Agreement and the Borrower Bond. Each such payment of State-aid so made to the Trustee shall be applied first to the Interest Portion then due and payable, second, to the extent available, to the principal of the Loan then due and payable, third, to the extent available, to the Administrative Fee, fourth, to the extent available, to the payment of any late charges incurred hereunder, and finally, to the extent available, to any other payment required under this Loan Agreement.

OR

[NO SERVICE AGREEMENT]

Section 3.03(g) is not applicable to this Loan Agreement.

EXHIBIT F

Additional Covenants and Requirements

[None.]

[Insert current refunding covenants, if any]:

Construction Loan:

(a) A portion of the proceeds of the Loan received by the Borrower in the amount of $_____will be used to pay a portion of the outstanding principal amount of a short-term loan made by the I-Bank to the Borrower on [short-term loan closing date], in the original aggregate principal amount of $_____ (the "Construction Loan"), which Construction Loan currently is outstanding in the aggregate principal amount of $_____.

(b) Proceeds of the Construction Loan were used to finance Costs of the Project. No portion of the proceeds received from the Construction Loan or the Loan have been or will be used to pay Costs of the Project which were paid more than 60 days prior to _____, the date on which the Borrower adopted a resolution which expressed Borrower's official intent to reimburse itself for Costs of the Project, if any, paid prior to the date the Construction Loan was made.

[For "split projects"]:

Construction Financing Program Loan:

[For Borrowers Without a Service Agreement Only]:

Covenant Regarding Borrowers Without a Service Agreement:

The Borrower hereby covenants and agrees to comply with the provisions set forth in that certain "Credit Policy" of the I-Bank, adopted on January 10, 2013 and thereafter amended from time to time (the "Credit Policy"), that establish the obligation on the part of the Borrower to fund an annual Risk Premium (as defined therein) as and when required pursuant to the provisions of Section VI(2)(II)(B)(a)(i)(b) of the Credit Policy. The Borrower hereby acknowledges that a failure to comply with such terms and provisions of the Credit Policy with respect to the funding of the Risk Premium shall constitute an Event of Default hereunder.

[For Borrowers Issuing Junior Lien Bonds Only]:

Event of Default Pursuant to Borrower Bond Resolution:

The Borrower shall provide written Notice to the I-Bank within thirty (30) days following the occurrence of either an "Event of Default" pursuant to and as defined in the Borrower Bond Resolution, or any event that with the passage of time and/or the giving of notice shall constitute an "Event of Default" pursuant to and as defined in the Borrower Bond Resolution.

[For Projects financed with "Sandy" principal forgiveness]:

No FEMA Reimbursement:

The Borrower represents, warrants and agrees that no amounts provided to the Borrower by the United States Federal Emergency Management Agency shall be applied to reimburse the Borrower for any Costs of the Project.

[For Private Use Borrowers Only]:

Qualified Private Activity Bonds:

(a) No portion of the proceeds of the I-Bank Bonds loaned to the Local Unit will be used to finance issuance costs (within the meaning of Section 147(g) of the Code).

(b) Assuming for this purpose that (i) the I-Bank has used two percent (2%) of the proceeds of the I-Bank Bonds to finance issuance costs (within the meaning of Section 147(g) of the Code), (ii) the proceeds of the I-Bank Bonds loaned to the Local Unit represent all of the remaining proceeds of the I-Bank Bonds, (iii) the I-Bank Bonds are issued as qualified bonds (within the meaning of Section 141(e) of the Code) that meet the requirements of Section [142(a)(4] [142(a)(5)] of the Code, and (iv) interest on the I-Bank Bonds is otherwise excluded from the gross income of the holders thereof for federal income tax purposes under the Code, the Local Unit shall not, directly or indirectly, use or permit the use of any proceeds of the I-Bank Bonds in a manner that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds.

EXHIBIT F-2

Service Agreement

[None.]

[MASTER I-BANK LOAN AGREEMENT - PRIVATE FORM]

LOAN AGREEMENT

BY AND BETWEEN

NEW JERSEY INFRASTRUCTURE BANK

AND

[NAME OF BORROWER]

DATED AS OF DECEMBER 1, 2020

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NEW JERSEY INFRASTRUCTURE BANK LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into as of December 1, 2020, by and between the NEW JERSEY INFRASTRUCTURE BANK, a public body corporate and politic with corporate succession, and the Borrower (capitalized terms used in this Loan Agreement shall have, unless the context otherwise requires, the meanings ascribed thereto in Section 1.01 hereof);

WITNESSETH THAT:

WHEREAS, the I-Bank, in accordance with the Act, the Bond Indenture and a financial plan approved by the State Legislature in accordance with Sections 22 and 22.1 of the Act, will issue its I-Bank Bonds on or prior to the Loan Closing for the purpose of making the Loan to the Borrower and the Loans to the Borrowers from the proceeds of the I-Bank Bonds to finance a portion of the Costs of Environmental Infrastructure Facilities;

WHEREAS, the Borrower has, in accordance with the Act and the Regulations, made timely application to the I-Bank for a Loan to finance a portion of the Costs of the Project;

WHEREAS, the State Legislature, in accordance with Sections 20 and 20.1 of the Act, has in the form of an appropriations act approved a project priority list that includes the Project and that authorizes an expenditure of proceeds of the I-Bank Bonds to finance a portion of the Costs of the Project;

WHEREAS, the I-Bank has approved the Borrower's application for a Loan from available proceeds of the I-Bank Bonds to finance a portion of the Costs of the Project;

WHEREAS, in accordance with the applicable Bond Act (as defined in the Fund Loan Agreement), and the Regulations, the Borrower has been awarded a Fund Loan for a portion of the Costs of the Project; and

WHEREAS, the Borrower, in accordance with the Act, the Regulations, the Business Corporation Law and all other applicable law, will issue a Borrower Bond to the I-Bank evidencing said Loan at the Loan Closing.

NOW, THEREFORE, for and in consideration of the award of the Loan by the I-Bank, the Borrower agrees to complete the Project and to perform under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as part hereof, as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions.

(a) The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "New Jersey 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.

"Administrative Fee" means that portion of Interest on the Loan or Interest on the Borrower Bond payable hereunder as an annual fee of up to four-tenths of one percent (0.40%) of the initial principal amount of the Loan or such lesser amount, if any, as may be authorized by any act of the State Legislature and as the I-Bank may approve from time to time.

"Authorized Officer" means (i) in the case of the I-Bank, the Chairman, Vice-Chairman or Executive Director of the I-Bank, or any other person or persons designated by the I-Bank by resolution to act on behalf of the I-Bank pursuant to this Loan Agreement, and (ii) in the case of the Borrower, any person or persons authorized pursuant to a resolution of the board of directors of the Borrower to perform any act or execute any document relating to the Loan, the Borrower Bond or this Loan Agreement.

"Bond Counsel" means a law firm appointed or approved by the I-Bank, as the case may be, having a reputation in the field of municipal law whose opinions are generally acceptable by purchasers of municipal bonds.

"Borrower Bond" means the general obligation bond, note, debenture or other evidence of indebtedness, authorized, executed, attested and delivered by the Borrower to the I-Bank and, if applicable, authenticated on behalf of the Borrower to evidence and secure the Borrower's obligations to pay the Loan Repayments and all other amounts due and owing by the Borrower under this Loan Agreement, a specimen of which is attached hereto as Exhibit D and made a part hereof.

"Borrowers" means any other Local Government Unit or Private Entity (as such terms are defined in the Regulations) authorized to construct, operate and maintain Environmental Infrastructure Facilities that have entered into Loan Agreements with the I-Bank pursuant to which the I-Bank will make Loans to such recipients from moneys on deposit in the Project Fund, excluding the Project Loan Account.

"Business Corporation Law" means 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.

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

"Construction Financing Program Loan" means any loan that may have been made on the date of the Loan Closing by the I-Bank to the Borrower pursuant to the Construction Financing Program of the I-Bank for the purpose of financing a portion of the Costs of the Project, and, if made and outstanding, shall be identified and described in Exhibit F hereto.

"Costs" means those costs that are eligible, reasonable, necessary, allocable to the 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 as set forth in Exhibit B hereto, as the same may be amended by subsequent eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

"Department" means the New Jersey Department of Environmental Protection

"Environmental Infrastructure Facilities" means Water Supply Facilities (as such terms are defined in the Regulations).

"Environmental Infrastructure System" means the Environmental Infrastructure Facilities of the Borrower, including the Project, described in Exhibit A-1 attached hereto and made a part hereof, a portion of the Costs of which is being financed or refinanced by the I-Bank through the making of the Loan pursuant to the terms and provisions of this Loan Agreement.

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Fund Loan" means the loan made to the Borrower by the State, acting by and through the Department, pursuant to the Fund Loan Agreement dated as of December 1, 2020 by and between the Borrower and the State, acting by and through the Department, to finance or refinance a portion of the Costs of the Project.

"Fund Loan Agreement" means the loan agreement dated as of December 1, 2020 by and between the Borrower and the State, acting by and through the Department, regarding the terms and conditions of the Fund Loan.

"I-Bank" means the New Jersey Infrastructure Bank, a public body corporate and politic with corporate succession duly created and validly existing under and by virtue of the Act.

"I-Bank Bond Loan Repayments" means the repayments of the principal amount of the Loan plus the payment of any premium associated with prepaying the principal amount of the Loan in accordance with Section 3.07 hereof plus the Interest Portion.

"I-Bank Bonds" means bonds authorized by Section 2.03 of the Bond Indenture, together with any refunding bonds authenticated and delivered pursuant to Section 2.04 of the Bond Indenture, in each case issued in order to finance (i) the portion of the Loan deposited in the Project Loan Account, (ii) the portion of the Loans deposited in the balance of the Project

Fund, (iii) any capitalized interest related to such bonds, and (iv) a portion of the costs of issuance related to such bonds, or to refinance any or all of the above.

"Interest on the Loan" or **"Interest on the Borrower Bond"** means the sum of (i) the Interest Portion, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

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

"Loan" means the loan made by the I-Bank to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement, as further described in Schedule A attached hereto.

"Loan Agreement" means this Loan Agreement, including Schedule A and the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof and of the Bond Indenture.

"Loan Agreements" means any other loan agreements entered into by and between the I-Bank and one or more of the Borrowers pursuant to which the I-Bank will make Loans to such Borrowers from moneys on deposit in the Project Fund, excluding the Project Loan Account, financed with the proceeds of the I-Bank Bonds.

"Loan Closing" means the date upon which the I-Bank shall issue and deliver the I-Bank Bonds and the Borrower shall deliver its Borrower Bond, as previously authorized, executed, attested and, if applicable, authenticated, to the I-Bank.

"Loan Repayments" means the sum of (i) I-Bank Bond Loan Repayments, (ii) the Administrative Fee, and (iii) any late charges incurred hereunder.

"Loan Term" means the term of this Loan Agreement provided in Sections 3.01 and 3.03 hereof and in Exhibit A-2 attached hereto and made a part hereof.

"Loans" means the loans made by the I-Bank to the Borrowers under the Loan Agreements from moneys on deposit in the Project Fund, excluding the Project Loan Account.

"Master Program Trust Agreement" means that certain Master Program Trust Agreement, dated as of November 1, 1995, by and among the I-Bank, 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, and the I-Bank, as the same may be amended and supplemented from time to time in accordance with its terms.

"Official Statement" means the Official Statement relating to the issuance of the I-Bank Bonds.

"Preliminary Official Statement" means the Preliminary Official Statement relating to the issuance of the I-Bank Bonds.

"Prime Rate" means the prevailing commercial interest rate announced by the Trustee from time to time in the State as its prime lending rate.

"Project" means the Environmental Infrastructure Facilities of the Borrower described in Exhibit A-1 attached hereto and made a part hereof, which constitutes a project for which the I-Bank is permitted to make a loan to the Borrower pursuant to the Act, the Regulations and the Bond Indenture, a portion of the Costs of which is being financed or refinanced by the I-Bank through the making of the Loan pursuant to the terms and provisions of this Loan Agreement, and which may be identified under either the Drinking Water or Clean Water Project Lists with the Project Number specified in Exhibit A-1 attached hereto.

"Project Fund" means the Project Fund as defined in the Bond Indenture.

"Project Loan Account" means the project loan account established on behalf of the Borrower in the Project Fund in accordance with the Bond Indenture to finance all or a portion of the Costs of the Project.

"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.

"State" means the State of New Jersey.

"Trustee" means, initially, Zions Bancorporation, National Association d/b/a Zions Bank, the Trustee appointed by the I-Bank and its successors as Trustee under the Bond Indenture, as provided in Article X of the Bond Indenture.

"Unexpended Project Funds" shall have the meaning ascribed thereto in Section 3.03A hereof.

(b) In addition to the capitalized terms defined in subsection (a) of this Section 1.01, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in Schedule A attached hereto and made a part hereof.

(c) Except as otherwise defined herein or where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words

importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include all genders.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF BORROWER

SECTION 2.01. Representations of Borrower. The Borrower represents for the benefit of the I-Bank, the Trustee and the holders of the I-Bank Bonds as follows:

(a) Organization and Authority.

(i) The Borrower is a corporation duly created and validly existing pursuant to the Constitution and statutes of the State of New Jersey, including the Business Corporation Law.

(ii) The officers of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in this Loan Agreement either are or, at the time any such action was performed, were the duly appointed or elected officers of such Borrower, empowered by applicable State law and, if applicable, authorized by resolution of the Borrower to perform such actions. To the extent any such action was performed by an officer who is no longer the duly acting officer of such Borrower, all such actions previously taken by such officer remain in full force and effect.

(iii) The Borrower has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain its Environmental Infrastructure System, to carry on its activities relating thereto, to execute, attest and deliver this Loan Agreement and the Borrower Bond, to authorize the authentication of the Borrower Bond, to sell the Borrower Bond to the I-Bank, to undertake and complete the Project and to carry out and consummate all transactions contemplated by this Loan Agreement.

(iv) The proceedings of the Borrower's board of directors approving this Loan Agreement and the Borrower Bond, authorizing the execution, attestation and delivery of this Loan Agreement and the Borrower Bond, authorizing the sale of the Borrower Bond to the I-Bank, authorizing the authentication of the Borrower Bond on behalf of the Borrower and authorizing the Borrower to undertake and complete the Project, including, without limitation, the Borrower Bond Resolution (collectively, the "Proceedings"), have been duly and lawfully adopted in accordance with the Business Corporation Law and all other applicable State law at a meeting or meetings that were duly called and held in accordance with the Borrower By-Laws, and at which quorums were present and acting throughout.

(v) By official action of the Borrower taken prior to or concurrent with the execution and delivery hereof, including, without limitation, the Proceedings, the Borrower has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the execution, attestation, delivery and performance of this Loan Agreement and the transactions contemplated hereby; (B) the issuance of the Borrower Bond and the sale thereof to the I-Bank upon the terms set forth herein; (C) the

approval of the inclusion, if such inclusion is deemed necessary in the sole discretion of the I-Bank, in the Preliminary Official Statement and the Official Statement of all statements and information relating to the Borrower set forth in "APPENDIX B" thereto (the "Borrower Appendices") and any amendment thereof or supplement thereto; and (D) the execution, delivery and due performance of any and all other certificates, agreements and instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out, give effect to and consummate the transactions contemplated by this Loan Agreement, including, without limitation, the designation of the Borrower Appendices portion of the Preliminary Official Statement, if any, as "deemed final" for the purposes and within the meaning of 17 CFR 240.15c2-12 promulgated by the Securities and Exchange Commission ("SEC") under the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 15c2-12").

(vi) This Loan Agreement and the Borrower Bond have each been duly authorized by the Borrower and duly executed, attested and delivered by Authorized Officers of the Borrower, and the Borrower Bond has been duly sold by the Borrower to the I-Bank, duly authenticated by the trustee or paying agent, if applicable, under the Borrower Bond Resolution and duly issued by the Borrower in accordance with the terms of the Borrower Bond Resolution; and assuming that the I-Bank has all the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, this Loan Agreement, and assuming further that this Loan Agreement is the legal, valid and binding obligation of the I-Bank, enforceable against the I-Bank in accordance with its terms, each of this Loan Agreement and the Borrower Bond constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other laws or the application by a court of legal or equitable principles affecting creditors' rights; and the information contained under "Description of Loan" in Exhibit A-2 attached hereto and made a part hereof is true and accurate in all respects.

(b) Full Disclosure. There is no fact that the Borrower has not disclosed to the I-Bank in writing on the Borrower's application for the Loan or otherwise that materially adversely affects or (so far as the Borrower can now foresee) that will materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or the ability of the Borrower to make all Loan Repayments and any other payments required under this Loan Agreement or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect (i) the undertaking or completion of the Project, (ii) the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, (iii) the ability of the Borrower to make all Loan Repayments or any other payments required under this Loan Agreement, (iv) the authorization, execution, attestation or

delivery of this Loan Agreement or the Borrower Bond, (v) the issuance of the Borrower Bond and the sale thereof to the I-Bank, (vi) the adoption of the Borrower Bond Resolution, or (vii) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond, which proceedings have not been previously disclosed in writing to the I-Bank either in the Borrower's application for the Loan or otherwise.

(d) Compliance with Existing Laws and Agreements. (i) The authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond by the Borrower, (ii) the authentication of the Borrower Bond by the trustee or paying agent under the Borrower Bond Resolution, as the case may be, and the sale of the Borrower Bond to the I-Bank, (iii) the adoption of the Borrower Bond Resolution, (iv) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder and under the Borrower Bond, (v) the consummation of the transactions provided for in this Loan Agreement, the Borrower Bond Resolution and the Borrower Bond, and (vi) the undertaking and completion of the Project will not (A) other than the lien, charge or encumbrance created hereby, by the Borrower Bond, by the Borrower Bond Resolution and by any other outstanding debt obligations of the Borrower that are at parity with the Borrower Bond as to lien on, and source and security for payment thereon from, the revenues of the Borrower's Environmental Infrastructure System, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

(e) No Defaults. No event has occurred and no condition exists that, upon the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the issuance of the Borrower Bond and the sale thereof to the I-Bank, the adoption of the Borrower Bond Resolution or the receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Borrower is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, its Environmental Infrastructure System or its properties may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System or the ability of the Borrower to make all Loan Repayments, to pay all other amounts due hereunder or otherwise to observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(f) Governmental Consent. The Borrower has obtained all permits and approvals required to date by any governmental body or officer (i) for the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, (ii) for the issuance of

the Borrower Bond and the sale thereof to the I-Bank, (iii) for the adoption of the Borrower Bond Resolution, (iv) for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond, and (v) for the undertaking or completion of the Project and the financing or refinancing thereof, including, but not limited to, if required, the approval by the New Jersey Board of Public Utilities (the "BPU") of the issuance by the Borrower of the Borrower Bond to the I-Bank, as required by Section 9a of the Act, and any other approvals required therefor by the BPU; and the Borrower has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained is required on the part of the Borrower as a condition to the authorization, execution, attestation and delivery of this Loan Agreement and the Borrower Bond, the issuance of the Borrower Bond and the sale thereof to the I-Bank, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law. The Borrower:

(i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its properties or for the conduct of its activities that, if not obtained, would materially adversely affect (A) the ability of the Borrower to conduct its activities or to undertake or complete the Project, (B) the ability of the Borrower to make the Loan Repayments and to pay all other amounts due hereunder, or (C) the condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System.

(h) Use of Proceeds. The Borrower will apply the proceeds of the Loan from the I-Bank as described in Exhibit B attached hereto and made a part hereof (i) to finance or refinance a portion of the Costs of the Project; and (ii) where applicable, to reimburse the Borrower for a portion of the Costs of the Project, which portion was paid or incurred in anticipation of reimbursement by the I-Bank from proceeds of the Loan and is eligible for such reimbursement pursuant to the Regulations, the Code and any other applicable law. All of such costs constitute Costs for which the I-Bank is authorized to make Loans to the Borrower pursuant to the Act and the Regulations.

(i) Official Statement. The descriptions and information set forth in the Borrower Appendices, if any, contained in the Official Statement relating to the Borrower, its operations and the transactions contemplated hereby, as of the date of the Official Statement, were and, as

of the date of delivery hereof, are true and correct in all material respects, and did not and do not contain any untrue statement of a material fact or omit to state a material fact that is necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(j) Preliminary Official Statement. As of the date of the Preliminary Official Statement, the descriptions and information set forth in the Borrower Appendices, if any, contained in the Preliminary Official Statement relating to the Borrower, its operations and the transactions contemplated hereby (i) were "deemed final" by the Borrower for the purposes and within the meaning of Rule 15c2-12 and (ii) were true and correct in all material respects, and did not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

SECTION 2.02. Particular Covenants of Borrower.

(a) Promise to Pay. The Borrower unconditionally and irrevocably promises in accordance with the terms of and to the extent provided in the Borrower Bond Resolution, to make punctual payment of the principal and redemption premium, if any, of the Loan and the Borrower Bond, the Interest on the Loan, the Interest on the Borrower Bond and all other amounts due under this Loan Agreement and the Borrower Bond according to their respective terms.

(b) Performance Under Loan Agreement; Rates. The Borrower covenants and agrees (i) to comply with all applicable state and federal laws, rules and regulations in the performance of this Loan Agreement; (ii) to maintain its Environmental Infrastructure System in good repair and operating condition; (iii) to cooperate with the I-Bank in the observance and performance of the respective duties, covenants, obligations and agreements of the Borrower and the I-Bank under this Loan Agreement; and (iv) to establish, levy and collect rents, rates and other charges for the products and services provided by its Environmental Infrastructure System, which rents, rates and other charges, together with any other moneys available for the purpose, shall be at least sufficient (A) to meet the operation and maintenance expenses of its Environmental Infrastructure System, and (B) to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds, notes or other evidences of indebtedness issued or to be issued by the Borrower, including without limitation rents, rates and other charges, together with other available moneys, sufficient to pay the principal of and Interest on the Borrower Bond, plus all other amounts due hereunder.

(c) Borrower Bond; No Prior Liens. Except for (i) the Borrower Bond, (ii) any bonds or notes at parity with the Borrower Bond and currently outstanding or issued on the date hereof, (iii) any future bonds or notes of the Borrower issued under the Borrower Bond Resolution at parity with the Borrower Bond, and (iv) any Permitted Encumbrances (as defined in the Borrower Bond Resolution), the assets of the Borrower that are subject to the Borrower Bond Resolution are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the Borrower Bond, and all corporate or other action on the part of the Borrower to that end has been and will be duly and validly taken.

(d) Completion of Project and Provision of Moneys Therefor. The Borrower covenants and agrees to exercise its best efforts in accordance with prudent environmental infrastructure utility practice to complete the Project and to accomplish such completion on or before the Project Completion Date. In undertaking and completing the Project, the Borrower covenants and agrees to comply with each of the terms and provisions contained herein, including, without limitation, Section 2.02(h)(ii) hereof and the Exhibits hereto (including, without limitation, Exhibit G hereto). In order to complete the Project in satisfaction of the terms and provisions hereof, including, without limitation, Section 2.02(h)(ii) hereof and the Exhibits hereto, the Borrower hereby covenants and agrees to provide from its own fiscal resources all moneys, in excess of the total amount of loan proceeds it receives pursuant to the Loan and the Fund Loan, as well as any outstanding Construction Financing Program Loan, that are required in order to complete the Project.

(e) See Section 2.02(e) as set forth in Schedule A attached hereto, made a part hereof and incorporated in this Section 2.02(e) by reference as if set forth in full herein.

(f) Exclusion of Interest from Federal Gross Income and Compliance with Code.

(i) The Borrower acknowledges that that the Loan is funded from proceeds of the I-Bank Bonds, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103 of the Code. Accordingly, the Borrower covenants and agrees that it shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any I-Bank Bonds now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code.

(ii) The Borrower shall not directly or indirectly use, or permit the use of, any proceeds of the Loan to pay, reimburse or refinance costs of a facility that is not a facility described in Section 142(a)(4), (5) or (6) of the Code, or property that is functionally related and subordinate thereto. All of the costs to be paid, reimbursed or refinanced by the Borrower with proceeds of the Loan will be costs that are properly chargeable to a capital account (or would be so chargeable with a proper election or with the application of the definition of "placed in service" under Treasury Regulations §1.150-2(c)), of such a facility, under general federal income tax principles. No costs paid, reimbursed or refinanced by the Borrower with proceeds of the Loan will be for the acquisition of any property, or an interest therein, which was first used by another person, within the meaning of Section 147(d) of the Code, other than possibly land. No more than twenty-five percent (25%) of the proceeds of the Loan will be used (directly or indirectly) for the acquisition of land or an interest therein. No costs paid, reimbursed or refinanced by the Borrower with proceeds of the Loan will be for "costs of issuance," within the meaning of Section 147(g) of the Code, of the I-Bank Bonds.

(iii) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the Loan (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action that would cause the I-Bank Bonds (assuming solely for this purpose that the proceeds of the Loan represent all of the proceeds of the I-Bank Bonds) to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(iv) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the Loan to pay the principal of or the interest or redemption premium on or any other amount in connection with the retirement or redemption of any issue of state or local governmental obligations ("refinancing of indebtedness"), unless the Borrower shall (A) establish to the satisfaction of the I-Bank, prior to the issuance of the I-Bank Bonds, that such refinancing of indebtedness will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds, and (B) provide to the I-Bank an opinion of Bond Counsel to that effect in form and substance satisfactory to the I-Bank.

(v) The Borrower shall not directly or indirectly use or permit the use of any proceeds of the Loan to reimburse the Borrower, or a "related party" (within the meaning of Treasury Regulations §1.150-1) to the Borrower, for an expenditure with respect to Costs of the Project paid by the Borrower prior to the issuance of the I-Bank Bonds, unless (A) the allocation by the Borrower of the proceeds of the I-Bank Bonds to reimburse such expenditure complies with the requirements of Treasury Regulations §1.150-2 that are necessary in order to enable the reimbursement allocation to be treated as an expenditure of the proceeds of the I-Bank Bonds for purposes of applying Sections 103 and 141-150, inclusive, of the Code, or (B) such proceeds of the I-Bank Bonds will be used for refinancing of indebtedness that was used to pay Costs of the Project or to reimburse the Borrower for expenditures with respect to Costs of the Project paid by the Borrower prior to the issuance of such indebtedness in accordance with a reimbursement allocation for such expenditures that complies with the requirements of Treasury Regulations §1.150-2.

(vi) The Borrower shall not use the proceeds of the Loan (assuming solely for this purpose that the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds) in any manner that would cause the I-Bank Bonds to be considered "federally guaranteed" within the meaning of Section 149(b) of the Code or "hedge bonds" within the meaning of Section 149(g) of the Code.

(vii) The Borrower shall not cause to be issued any debt obligations, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103 of the Code, which (A) are sold at substantially the same time as the I-Bank Bonds and which finance or refinance Costs of the Project or costs related to the Project, (B) are sold pursuant to the same plan of financing as the Loan, and (C) are reasonably expected to be paid out of substantially the same source of funds as the Loan.

(viii) Neither the Borrower nor any "related party" (within the meaning of Treasury Regulations §1.150-1) shall purchase I-Bank Bonds in an amount related to the amount of the Loan.

(ix) The Borrower will not issue or permit or cause to be issued obligations that will constitute a "refunding" (within the meaning of Treasury Regulations §1.150-1(d)) of I-Bank Bonds.

(x) See Section 2.02(f)(x) as set forth in Schedule A attached hereto, made a part hereof and incorporated in this Section 2.02(f)(x) by reference as if set forth in full herein.

(xi) To the extent proceeds of the I-Bank Bonds are to be used to finance, rather than refinance, Costs of the Project, the Borrower covenants that the Borrower will satisfy the requirements of Treasury Regulations §1.148-2(e)(2) for a three (3) year temporary period with respect to such portion of the Loan. Accordingly, the Borrower represents that, based upon all of the objective facts and circumstances in existence on the date of issuance of the I-Bank Bonds, with respect to the portion of the Loan that is to be used to finance Costs of the Project, (A) within six months of the date of issuance of the I-Bank Bonds used to finance the Project, the Borrower will incur, or will have incurred, a substantial binding obligation to a third party to expend on the Project at least five percent (5%) of such "net sale proceeds" (within the meaning of Treasury Regulations §1.148-1) of the Loan used to finance the Project (treating an obligation as not being binding if it is subject to contingencies within the control of the Borrower, the I-Bank or a "related party" (within the meaning of Treasury Regulations §1.150-1)), (B) completion of the Project and the allocation to expenditures of the "net sale proceeds" of the Loan used to finance the Project will proceed with due diligence, and (C) all of the proceeds of the Loan used to finance Costs of the Project and investment earnings thereon will be spent prior to the period ending three (3) years subsequent to the date of issuance of the I-Bank Bonds used to finance the Project.

(xii) Computed as of the issue date of the I-Bank Bonds that are issued to finance or refinance Costs of the Project, the weighted average maturity of the Loan does not exceed 120% of the average reasonably expected economic life of the Project financed or refinanced with the Loan, determined in the same manner as under Section 147(b) of the Code.

(xiii) The Borrower shall, within thirty (30) days of date the Borrower concludes that no additional proceeds of the Loan will be required to pay Costs of the Project, provide to the I-Bank a certificate of the Borrower evidencing such conclusion.

For purposes of this subsection and subsection (h) of this Section 2.02, quoted terms not otherwise defined, shall have the meanings given thereto by Sections 148 and 150 of the Code, including, particularly, Treasury Regulations §§1.148-1 through 1.148-11, inclusive, and Treasury Regulations §1.150-(1) and (2), as supplemented or amended, to the extent applicable to the I-Bank Bonds, and any successor Treasury Regulations applicable to the I-Bank Bonds.

(g) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall, in accordance with prudent environmental infrastructure utility practice, (i) at all times operate the properties of its Environmental Infrastructure System and any business in connection therewith in an efficient manner, (ii) maintain its Environmental Infrastructure System in good repair, working order and operating condition, and (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to its Environmental

Infrastructure System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted.

(h) Records and Accounts.

(i) The Borrower shall keep accurate records and accounts for its Environmental Infrastructure System (the "System Records") separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be audited annually by an independent certified public accountant, which may be part of the annual audit of the General Records of the Borrower. Such System Records and General Records shall be made available for inspection by the I-Bank at any reasonable time upon prior written notice, and a copy of such annual audit(s) therefor, including all written comments and recommendations of such accountant, shall be furnished to the I-Bank within 150 days of the close of the fiscal year being so audited, or such additional period of time as shall be consented to by an Authorized Officer of the I-Bank in the sole and absolute discretion thereof, subject to the application of applicable law relating to such additional period of time for the Borrower to complete its audit.

(ii) Within thirty (30) days following receipt of any Loan proceeds, including without limitation the "Allowance for Administrative Costs" or the "Allowance for Planning and Design" set forth in Exhibit B hereto, the Borrower shall allocate such proceeds to expenditures in a manner that satisfies the requirements of Treasury Regulation §1.148-6(d) and transmit a copy of each such allocation to the I-Bank. No portion of the Allowance for Administrative Costs will be allocated to a cost other than a cost described in N.J.A.C. 7:22-5.11(a) 3, 4 or 6 or on a date later than the 180th day after the Loan Closing. In addition, all costs described in N.J.A.C. 7:22-5.11(a) 3, 4, 5, and 6 and paid by the Borrower from a source other than the proceeds of the Loan shall be paid on a date not later than the 180th day after Loan Closing. No portion of the Allowance for Planning and Design will be allocated to a cost other than a cost described N.J.A.C. 7:22-5.12, or other costs of the Borrower's Environmental Infrastructure System which are "capital expenditures," within the meaning of Treasury Regulations §1.150-1. The Borrower shall retain records of such allocations for at least until the date that is three years after the scheduled maturity date of the I-Bank Bonds. The Borrower shall make such records available to the I-Bank within fifteen (15) days of any request by the I-Bank. Notwithstanding any other provision hereof to the contrary, the Borrower may only submit a requisition for Loan proceeds from the Allowance for Administrative Costs within ninety (90) days of the Loan Closing.

(iii) Unless otherwise advised in writing by the I-Bank, in furtherance of the covenant of the Borrower contained in subsection (f) of this Section 2.02 not to cause the I-Bank Bonds to be arbitrage bonds, the Borrower shall keep, or cause to be kept, accurate records of each investment it makes in any "nonpurpose investment" acquired with, or otherwise allocated to, "gross proceeds" of the I-Bank Bonds not held by the Trustee and each "expenditure" it makes allocated to "gross proceeds" of the I-Bank Bonds. Such records shall include the purchase price, including any constructive "payments" (or in the case of a "payment" constituting a deemed acquisition of a "nonpurpose investment" (e.g., a "nonpurpose investment" first allocated to "gross

proceeds" of the I-Bank Bonds after it is actually acquired because it is deposited in a sinking fund for the I-Bank Bonds)), the "fair market value" of the "nonpurpose investment" on the date first allocated to the "gross proceeds" of the I-Bank Bonds, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively received on disposition (or in the case of a "receipt" constituting a deemed disposition of a "nonpurpose investment" (e.g., a "nonpurpose investment" that ceases to be allocated to the "gross proceeds" of the I-Bank Bonds because it is removed from a sinking fund for the I-Bank Bonds)), the "fair market value" of the "nonpurpose investment" on the date it ceases to be allocated to the "gross proceeds" of the I-Bank Bonds, the purchase date and disposition date of the "nonpurpose investment" and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date) for each such "nonpurpose investment". The purchase date, disposition date and the date of determination of "fair market value" shall be the date on which a contract to purchase or sell the "nonpurpose investment" becomes binding, i.e., the trade date rather than the settlement date. For purposes of the calculation of purchase price and disposition price, brokerage or selling commissions, administrative expenses or similar expenses shall not increase the purchase price of an item and shall not reduce the amount actually or constructively received upon disposition of an item, except to the extent such costs constitute "qualified administrative costs".

(iv) Within thirty (30) days of the last day of the fifth and each succeeding fifth "bond year" (which, unless otherwise advised by the I-Bank, shall be the five-year period ending on the date five years subsequent to the date immediately preceding the date of issuance of the I-Bank Bonds and each succeeding fifth "bond year") and within thirty (30) days of the date the last bond that is part of the I-Bank Bonds is discharged (or on any other periodic basis requested in writing by the I-Bank), the Borrower shall (A) calculate, or cause to be calculated, the "rebate amount" as of the "computation date" or "final computation date" attributable to any "nonpurpose investment" made by the Borrower and (B) remit the following to the I-Bank: (1) an amount of money that when added to the "future value" as of the "computation date" of any previous payments made to the I-Bank on account of rebate equals the "rebate amount", (2) the calculations supporting the "rebate amount" attributable to any "nonpurpose investment" made by the Borrower allocated to "gross proceeds" of the I-Bank Bonds, and (3) any other information requested by the I-Bank relating to compliance with Section 148 of the Code (e.g., information related to any "nonpurpose investment" of the Borrower for purposes of application of the "universal cap").

(v) The Borrower covenants and agrees that it will account for "gross proceeds" of the I-Bank Bonds, investments allocable to the I-Bank Bonds and expenditures of "gross proceeds" of the I-Bank Bonds in accordance with Treasury Regulations §1.148-6. All allocations of "gross proceeds" of the I-Bank Bonds to expenditures will be recorded on the books of the Borrower kept in connection with the I-Bank Bonds no later than 18 months after the later of the date the particular Costs of the Project are paid or the date the portion of the project financed by the I-Bank Bonds is placed in service. All allocations of proceeds of the I-Bank Bonds to expenditures will be made no later than the date that is 60 days after the fifth anniversary of the date the I-

Bank Bonds are issued or the date 60 days after the retirement of the I-Bank Bonds, if earlier. Such records and accounts will include the particular Costs paid, the date of the payment and the party to whom the payment was made.

(vi) From time to time as directed by the I-Bank, the Borrower shall provide to the I-Bank a written report demonstrating compliance by the Borrower with the provisions of Section 2.02(f) of this Loan Agreement, each such written report to be submitted by the Borrower to the I-Bank in the form of a full and complete written response to a questionnaire provided by the I-Bank to the Borrower. Each such questionnaire shall be provided by the I-Bank to the Borrower not less than fourteen (14) days prior to the date established by the I-Bank for receipt from the Borrower of the full and complete written response to the questionnaire.

(i) Inspections; Information. The Borrower shall permit the I-Bank and the Trustee (and any party designated by either of such parties to act on its behalf or to assist it, including, without limitation, their respective professional advisors), at any and all reasonable times during construction of the Project and, thereafter, upon prior written notice, (i) to visit, inspect and examine the property constituting the Project and the site on which the Project is located, and (ii) to inspect (and make and retain copies of) any Borrower accounts, books, records, correspondence and files, including, without limitation, Borrower records regarding contracts, receipts, disbursements, investments and the overall financial standing of the Borrower, and any other matters related to the Borrower, the Project and the forgoing list of deliverables. In furtherance of the intent of this subsection, the Borrower shall promptly prepare and provide such written reports and informational summaries as the I-Bank or the Trustee may reasonably require.

(j) Insurance. The Borrower shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self-insurance programs providing against risk of direct physical loss, damage or destruction of, or to, its Environmental Infrastructure System at least to the extent that similar insurance is typically carried, and considered commercially reasonable, by utilities constructing, operating and maintaining Environmental Infrastructure Facilities of the nature of the Borrower's Environmental Infrastructure System, including liability coverage, all to the extent available at reasonable cost, but in no case less than will satisfy all regulatory requirements applicable to the Borrower and its Environmental Infrastructure System.

(k) Costs of Project. The Borrower certifies that the building cost of the Project, as listed in Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation thereof, and that it will supply to the I-Bank a certificate from a licensed professional engineer authorized to practice in the State stating that such building cost is a reasonable and accurate estimation and that the useful life of the Project exceeds the maturity date of the Borrower Bond.

(l) Delivery of Documents. Concurrently with the delivery of this Loan Agreement (as previously authorized, executed and attested) at the Loan Closing, the Borrower will cause to be delivered to the I-Bank and the Trustee each of the following items:

(i) an opinion of the Borrower's bond counsel substantially in the form of Exhibit E hereto; provided, however, that an Authorized Officer of the I-Bank may permit portions of such opinion to be rendered by general counsel to the Borrower and may permit variances in such opinion from the form set forth in Exhibit E if, in the sole discretion of an Authorized Officer of the I-Bank (following consultation with Bond Counsel), such variances are not to the material detriment of the interests of the holders of the I-Bank Bonds;

(ii) counterparts of this Loan Agreement as previously executed and attested by the parties hereto;

(iii) copies of those resolutions finally adopted by the board of directors of the Borrower and requested by the I-Bank, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of this Loan Agreement, (B) the Borrower Bond Resolution, as amended and supplemented as of the date of the Loan Closing, authorizing the execution, attestation, authentication, sale and delivery of the Borrower Bond to the I-Bank, (C) the resolution of the Borrower, if any, confirming the details of the sale of the Borrower Bond to the I-Bank, (D) the resolution of the Borrower, if any, declaring its official intent to reimburse expenditures for the Costs of the Project from the proceeds of the I-Bank Bonds, each of said resolutions of the Borrower being certified by an Authorized Officer of the Borrower as of the date of the Loan Closing, (E) the resolution of the BPU approving the issuance by the Borrower of the Borrower Bond to the I-Bank and setting forth any other approvals required therefor by the BPU, if applicable, and (F) any other Proceedings;

(iv) if the Loan is being made to reimburse the Borrower for all or a portion of the Costs of the Project or to refinance indebtedness or reimburse the Borrower for the repayment of indebtedness previously incurred by the Borrower to finance all or a portion of the Costs of the Project, an opinion of Bond Counsel, in form and substance satisfactory to the I-Bank, to the effect that such reimbursement or refinancing will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds; and

(v) the certificates of insurance coverage as required pursuant to the terms of Section 3.06(d) hereof and such other certificates, documents, opinions and information as the I-Bank may require in Exhibit F hereto, if any.

(m) Execution and Delivery of Borrower Bond. Concurrently with the delivery of this Loan Agreement at the Loan Closing, the Borrower shall also deliver to the I-Bank the Borrower Bond, as previously executed, attested and, if applicable, authenticated, upon the receipt of a written certification of the I-Bank that a portion of the net proceeds of the I-Bank Bonds shall be deposited in the Project Loan Account simultaneously with the delivery of the Borrower Bond.

(n) Notice of Material Adverse Change. The Borrower shall promptly notify the I-Bank of any material adverse change in the properties, activities, prospects or condition (financial or otherwise) of the Borrower or its Environmental Infrastructure System, or in the ability of the Borrower to make all Loan Repayments and otherwise to observe and perform its

duties, covenants, obligations and agreements under this Loan Agreement and the Borrower Bond.

(o) Continuing Representations. The representations of the Borrower contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(p) Additional Covenants and Requirements. (i) No later than the Loan Closing and, if necessary, in connection with the I-Bank's issuance of the I-Bank Bonds or the making of the Loan, additional covenants and requirements have been included in Exhibit F hereto and made a part hereof. Such covenants and requirements may include, but need not be limited to the maintenance of specified levels of Environmental Infrastructure System rates, the issuance of additional debt of the Borrower, the use by or on behalf of the Borrower of certain proceeds of the I-Bank Bonds as such use relates to the exclusion from gross income for federal income tax purposes of the interest on any I-Bank Bonds, the transfer of revenues and receipts from the Borrower's Environmental Infrastructure System, compliance with Rule 15c2-12, 17 CFR 240.10b-5, promulgated by the SEC under the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 10b-5"), and any other applicable federal, state or self-regulatory organizational securities laws, regulations and rules, and matters in connection with the appointment of the Trustee under the Bond Indenture and any successors thereto. The Borrower hereby agrees to observe and comply with each such additional covenant and requirement, if any, included in Exhibit F hereto as if the same were set forth herein in its entirety. (ii) Additional defined terms, covenants, representations and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenants, representations and requirements are incorporated in this Loan Agreement by reference thereto as if set forth in full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant, representation and requirement included in Schedule A as if the same were set forth in its entirety where reference thereto is made in this Loan Agreement.

(q) Continuing Disclosure Covenant. To the extent that the I-Bank, in its sole discretion, determines, at any time prior to the termination of the Loan Term, that the Borrower is a material "obligated person", as the term "obligated person" is defined in Rule 15c2-12, with materiality being determined by the I-Bank pursuant to criteria established, from time to time, by the I-Bank in its sole discretion and set forth in a bond resolution or official statement of the I-Bank, the Borrower hereby covenants that it will authorize and provide to the I-Bank, for inclusion in any preliminary official statement or official statement of the I-Bank, all statements and information relating to the Borrower deemed material by the I-Bank for the purpose of satisfying Rule 15c2-12 as well as Rule 10b-5, including certificates and written representations of the Borrower evidencing its compliance with Rule 15c2-12 and Rule 10b-5; and the Borrower hereby further covenants that the Borrower shall execute and deliver the Continuing Disclosure Agreement, in substantially the form attached hereto as Exhibit H, with such revisions thereto prior to execution and delivery thereof as the I-Bank shall determine to be necessary, desirable or convenient, in its sole discretion, for the purpose of satisfying Rule 15c2-12 and the purposes and intent thereof, as Rule 15c2-12, its purposes and intent may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction; and pursuant to the terms and provisions of the Continuing Disclosure Agreement, the Borrower shall thereafter provide on-

going disclosure with respect to all statements and information relating to the Borrower in satisfaction of the requirements set forth in Rule 15c2-12 and Rule 10b-5, including, without limitation, the provision of certificates and written representations of the Borrower evidencing its compliance with Rule 15c2-12 and Rule 10b-5.

ARTICLE III

LOAN TO BORROWER; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01. Loan; Loan Term.

(a) The I-Bank hereby agrees (i) to make the Loan, as described in Exhibit A-2 attached hereto and made a part hereof, to the Borrower, and (ii) to disburse the proceeds of the Loan to the Borrower in accordance with Section 3.02 hereof. The Borrower hereby agrees to borrow and accept the Loan from the I-Bank upon the terms set forth in Exhibit A-2 attached hereto and made a part hereof. The Borrower agrees that the amount actually deposited in the Project Loan Account at the Loan Closing plus the Borrower's allocable share of (i) certain costs of issuance and underwriter's discount for all I-Bank Bonds issued to finance the Loan; and (ii) capitalized interest during the Project construction period, if applicable; shall constitute the initial principal amount of the Loan (as the same may be adjusted downward in accordance with the definition thereof), and neither the I-Bank nor the Trustee shall have any obligation thereafter to loan any additional amounts to the Borrower.

(b) Notwithstanding the provisions of subsection (a) of this Section 3.01 to the contrary, the I-Bank shall be under no obligation (i) to make the Loan to the Borrower if (1) at the Loan Closing, the Borrower does not deliver to the I-Bank the Borrower Bond and such other documents as are required pursuant to Section 2.02(l) hereof, or (2) an Event of Default has occurred and is continuing pursuant to, and as defined in, the Bond Indenture or pursuant to this Loan Agreement, or (ii) to disburse the proceeds of the Loan to the Borrower in accordance with Section 3.02 hereof, unless each of the conditions precedent to such disbursement, as set forth in Section 3.02 hereof, have been satisfied in full.

(c) The Borrower shall use the proceeds of the Loan strictly in compliance with the provisions of Section 2.01(h) hereof.

(d) The payment obligations of the Borrower created pursuant to the terms of this Loan Agreement are secured by the Borrower Bond. The obligations of the Borrower to pay the principal of the Borrower Bond, Interest on the Borrower Bond, and other amounts due under the Borrower Bond are each direct, general, irrevocable and unconditional obligations of the Borrower payable from any source legally available to the Borrower in accordance with the terms of and to the extent provided in the Borrower Bond Resolution.

SECTION 3.02. Disbursement of Loan Proceeds.

(a) The Trustee, as the agent of the I-Bank, shall disburse the amounts on deposit in the Project Loan Account to the Borrower (i) upon receipt of a requisition executed by an Authorized Officer of the Borrower, and approved by the I-Bank, in a form satisfying the requirements of Section 5.02(3) of the Bond Indenture, and (ii) subject to the schedule limitations set forth in subsection (c) of this Section 3.02.

(b) The I-Bank and the Trustee shall not be required to disburse any Loan proceeds to the Borrower pursuant to this Loan Agreement, unless:

(i) the proceeds of the I-Bank Bonds shall be available for disbursement, as determined by the I-Bank in its sole and absolute discretion;

(ii) in accordance with the Bond Act, and the Regulations, the Borrower shall have timely applied for, shall have been awarded and, prior to or simultaneously with the Loan Closing, shall have closed, a Fund Loan for a portion of the Allowable Costs (as defined in such Regulations) of the Project;

(iii) the Borrower shall have on hand moneys to pay for (A) that portion of the total Costs of the Project that is not eligible to be funded from the Fund Loan or the Loan or any outstanding Construction Financing Program Loan, and/or (B) that portion of the total Costs of the Project that exceeds the actual amounts of the loan commitments made by the State and the I-Bank, respectively, for the Fund Loan and the Loan and any outstanding Construction Financing Program Loan; and

(iv) no Event of Default nor any event that, with the passage of time or service of notice or both, would constitute an Event of Default shall have occurred and be continuing hereunder.

(c) Notwithstanding any provision of this Loan Agreement to the contrary, the I-Bank and the Trustee shall not disburse Loan proceeds to the Borrower from the Project Loan Account pursuant to the provisions of this Section 3.02 at any time on or after the Project Loan Account Disbursement Deadline, and, as of such date, any Loan proceeds that remain on deposit in the Project Loan Account shall no longer be available to the Borrower via the disbursement procedures of this Section 3.02, but shall be disbursed only as provided in Section 3.03A hereof.

(d) In connection with the disbursement of Loan proceeds to the Borrower from the Project Loan Account pursuant to the provisions of this Section 3.02, the Borrower shall comply with each of its covenant obligations pursuant to this Loan Agreement relating to such disbursement of Loan proceeds to the Borrower, as well as the use of such Loan proceeds by the Borrower, including without limitation, the provisions of Section 2.02(h)(ii) hereof.

SECTION 3.03. Amounts Payable.

(a) The Borrower shall repay the Loan in installments payable to the Trustee as follows:

(i) the principal of the Loan shall be repaid annually on the Principal Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof, as the same may be amended or modified by any credits applicable to the Borrower as set forth in the Bond Indenture;

(ii) the Interest Portion described in clause (i) of the definition thereof shall be paid semiannually on the Interest Payment Dates, in accordance with the schedule set forth in Exhibit A-2 attached hereto and made a part hereof, as the same may be amended or modified by any credits applicable to the Borrower as set forth in the Bond Indenture; and

(iii) the Interest Portion described in clause (ii) of the definition thereof shall be paid upon the date of optional redemption or acceleration, as the case may be, of the I-Bank Bonds allocable to any prepaid or accelerated I-Bank Bond Loan Repayment.

The obligations of the Borrower under the Borrower Bond shall be deemed to be amounts payable under this Section 3.03. Each Loan Repayment, whether satisfied through a direct payment by the Borrower to the Trustee or (with respect to the Interest Portion) through the use of I-Bank Bond proceeds and income thereon on deposit in the Interest Account (as defined in the Bond Indenture) to pay interest on the I-Bank Bonds, shall be deemed to be a credit against the corresponding obligation of the Borrower under this Section 3.03 and shall fulfill the Borrower's obligation to pay such amount hereunder and under the Borrower Bond. Each payment made to the Trustee pursuant to this Section 3.03 shall be applied *first* to the Interest Portion then due and payable, *second* to the principal of the Loan then due and payable, *third* to the payment of the Administrative Fee, and *finally* to the payment of any late charges hereunder.

(b) The Interest on the Loan described in clause (iii) of the definition thereof shall (i) consist of a late charge for any I-Bank Bond Loan Repayment that is received by the Trustee later than its due date and (ii) be payable immediately thereafter in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one-half of one percent (0.50%) per annum on such late payment from its due date to the date it is actually paid; provided, however, that the rate of Interest on the Loan, including, without limitation, any late payment charges incurred hereunder, shall not exceed the maximum interest rate permitted by law.

(c) The Borrower shall receive, as a credit against its semiannual payment obligations of the Interest Portion, the amounts, if any, certified by the I-Bank pursuant to Section 5.10 of the Bond Indenture. Such amounts shall represent the Borrower's allocable share of the interest earnings on certain funds and accounts established under the Bond Indenture, as calculated and determined in accordance with Section 5.10 of the Bond Indenture.

(d) In accordance with the provisions of the Bond Indenture, the Borrower shall receive, as a credit against its I-Bank Bond Loan Repayments, the amounts, if any, set forth in the certificate of the I-Bank filed with the Trustee pursuant to Section 5.02(4) of the Bond Indenture.

(e) The Interest on the Loan described in clause (ii) of the definition thereof shall be paid by the Borrower in the amount of one-half of the Administrative Fee, if any, to the Trustee semiannually on each February 1 and August 1, commencing August 1, 2021.

(f) The "DEP Loan Surcharge or Loan Origination Fee" as defined in Section 8 of Exhibit B attached hereto and made a part hereof, as additionally identified in Exhibit A-2 attached hereto and made a part hereof, (the "DEP Fee") shall be paid by the Borrower to the Trustee on the date indicated therein in satisfaction of the payment obligation of the Borrower to the Department, and the obligation of the Borrower with respect to the payment of such DEP Fee shall be an obligation of the Borrower under the Borrower Bond and an amount payable pursuant to this Section 3.03. For purposes of crediting and applying the payment by the Borrower of the DEP Fee upon receipt thereof as provided hereby, the Trustee shall credit and apply such

payment of the DEP Fee pursuant to the terms and provisions of the Bond Indenture that relate to the payment, crediting and application of the State Administrative Fee (as defined in the Bond Indenture), notwithstanding that fact that (i) the DEP Fee and the State Administrative Fee are separate and distinct fee payment obligations to be satisfied by the Borrower, and (ii) as of the date hereof, there is no State Administrative Fee due and payable by the Borrower. The Trustee, as assignee hereof, hereby agrees to the credit and application of the DEP Fee upon payment thereof as provided hereby.

(g) The Borrower hereby agrees to pay to the I-Bank at the Loan Closing a "Security Review Fee" in the amount necessary to reimburse the I-Bank for all of its costs and expenses incurred in connection with reviewing the additional security securing the I-Bank Loan as set forth in Exhibit F hereto, if any, including without limitation the fees and expenses of any professional advisers hired by the I-Bank in connection therewith.

(h) Each payment made by the Borrower pursuant to, and in satisfaction of, the requirements of this Section 3.03 shall be made by the Borrower to the Trustee via an electronic transfer of immediately available funds; provided, however, that upon thirty (30) days prior written notice to the Borrower, an Authorized Officer of the I-Bank may, in the sole discretion of such Authorized Officer, prescribe an alternative method by which payments pursuant to, and in satisfaction of, this Section 3.03 shall be made by the Borrower to the Trustee. Such method as prescribed by an Authorized Officer of the I-Bank may include, without limitation, the automatic debit by the I-Bank or the Trustee of the respective amounts of such payments, as required by this Section 3.03, from an account that shall be identified by the Borrower in writing and recorded on file with the I-Bank and the Trustee.

SECTION 3.03A. Unexpended Project Funds on Deposit in Project Loan Account. If, on the Project Loan Account Disbursement Deadline, any amounts remain on deposit in the Borrower's Project Loan Account ("Unexpended Project Funds"), such Unexpended Project Funds on deposit in the Borrower's Project Loan Account shall thereafter be applied by the I-Bank toward the Borrower's obligation to make the Loan Repayments next coming due.

SECTION 3.04. Unconditional Obligations. The obligation of the Borrower to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever while any I-Bank Bonds remain outstanding or any Loan Repayments remain unpaid, for any reason, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Loan Agreement or the Bond Indenture, or any rights of set-off, recoupment, abatement or

counterclaim that the Borrower might otherwise have against the I-Bank, the Trustee or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. The Borrower shall not be obligated to make any payments required to be made by any other Borrowers under separate Loan Agreements or the Bond Indenture.

The Borrower acknowledges that payment of the I-Bank Bonds by the I-Bank does not constitute payment of the amounts due under this Loan Agreement and the Borrower Bond.

The Borrower acknowledges that payment of the I-Bank Bonds from moneys that were originally received by the Trustee pursuant to Section 5.04(1) of the Bond Indenture from repayments by the Borrowers of loans made to the Borrowers by the State, acting by and through the Department, pursuant to loan agreements dated as of December 1, 2020 by and between the Borrowers and the State, acting by and through the Department, to finance or refinance a portion of the Costs of the Environmental Infrastructure Facilities of the Borrowers, and which moneys were upon such receipt by the Trustee deposited in the I-Bank Bonds Security Account (as defined in the Bond Indenture), does not constitute payment of the amounts due under this Loan Agreement and the Borrower Bond.

SECTION 3.05. Loan Agreement to Survive Bond Indenture and I-Bank Bonds. The Borrower acknowledges that its duties, covenants, obligations and agreements hereunder shall survive the discharge of the Bond Indenture applicable to the I-Bank Bonds and shall survive the payment of the principal and redemption premium, if any, of and the interest on the I-Bank Bonds until the Borrower can take no action or fail to take any action that could adversely affect the exclusion from gross income of the interest on the I-Bank Bonds for purposes of federal income taxation, at which time such duties, covenants, obligations and agreements hereunder shall, except for those set forth in Sections 3.06(a) and (b) hereof, terminate.

SECTION 3.06. Disclaimer of Warranties and Indemnification.

(a) The Borrower acknowledges and agrees that (i) neither the I-Bank nor the Trustee makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Environmental Infrastructure System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the I-Bank or the Trustee or their respective agents be liable or responsible for any incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Environmental Infrastructure System or the Project or any item or products or services provided for in this Loan Agreement; and (iii) to the fullest extent permitted by law, the Borrower shall indemnify and hold the I-Bank and the Trustee harmless against, and the Borrower shall pay any and all, liability, loss, cost, damage, claim, judgment or expense of any and all kinds or nature and however arising and imposed by law, which the I-Bank and the Trustee may sustain, be subject to or be caused to incur by reason of any claim, suit or action based upon personal injury, death or damage to property, whether real, personal or mixed, or upon or arising out of contracts entered into by the Borrower, the Borrower's ownership of the Environmental Infrastructure System or the Project, or the acquisition, construction or installation of the Project.

(b) It is mutually agreed by the Borrower, the I-Bank and the Trustee that the I-Bank and its officers, agents, servants and employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed under this Loan Agreement and any claim or suit of whatsoever nature, except in the event of loss or damage resulting from their own negligence or willful misconduct. It is further agreed that the Trustee and its directors, officers, agents, servants or employees shall not be liable for, and shall be indemnified and saved harmless by the Borrower in any event from, any action performed pursuant to this Loan Agreement, except in the event of loss or damage resulting from their own negligence or willful misconduct.

(c) The Borrower and the I-Bank agree that all claims shall be subject to, and governed by, the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 *et seq.* (except for N.J.S.A. 59:13-9 thereof), notwithstanding the fact that such statute, by its express terms would not apply to claims arising under contract with the I-Bank but for the provisions of this subsection

(d) In connection with its obligation to provide the insurance required under Section 2.02(j) hereof: (i) the Borrower shall include, or cause to be included, the I-Bank and its directors, employees and officers as additional "named insureds" on (A) any certificate of liability insurance procured by the Borrower (or other similar document evidencing the liability insurance coverage procured by the Borrower) and (B) any certificate of liability insurance procured by any contractor or subcontractor for the Project, and from the later of the date of the Loan Closing or the date of the initiation of construction of the Project until the date the Borrower receives the written certificate of Project completion from the I-Bank, the Borrower shall maintain said liability insurance covering the I-Bank and said directors, employees and officers in good standing; and (ii) the Borrower shall include the I-Bank as an additional "named insured" on any certificate of insurance providing against risk of direct physical loss, damage or destruction of the Environmental Infrastructure System, and during the Loan Term the Borrower shall maintain said insurance covering the I-Bank in good standing.

The Borrower shall provide the I-Bank with a copy of each of any such original, supplemental, amendatory or reissued certificates of insurance (or other similar documents evidencing the insurance coverage) required pursuant to this Section 3.06(d).

SECTION 3.07. Option to Prepay Loan Repayments. The Borrower may prepay the I-Bank Bond Loan Repayments, in whole or in part (but if in part, in the amount of $100,000 or any integral multiple thereof), upon prior written notice to the I-Bank and the Trustee not less than ninety (90) days in addition to the number of days' advance notice to the Trustee required for any optional redemption of the I-Bank Bonds, and upon payment by the Borrower to the Trustee of amounts that, together with investment earnings thereon, will be sufficient to pay the principal amount of the I-Bank Bond Loan Repayments to be prepaid plus the Interest Portion described in clause (ii) of the definition thereof on any such date of redemption; provided, however, that, with respect to any prepayment other than those required by Section 3.03A hereof, any such full or partial prepayment may only be made (i) if the Borrower is not then in arrears on its Fund Loan, (ii) if the Borrower is contemporaneously making a full or partial prepayment of the Fund Loan such that, after the prepayment of the Loan and the Fund Loan, the I-Bank, in its sole discretion, determines that the interests of the owners of the I-Bank Bonds are not adversely

affected by such prepayments, (iii) upon the prior written approval of the I-Bank, and (iv) provided that the Borrower shall agree to pay all costs and expenses of the I-Bank in connection with such prepayment, including, without limitation, the fees of Bond Counsel to the I-Bank and any other professional advisors to the I-Bank. In addition, if at the time of such prepayment the I-Bank Bonds may only be redeemed at the option of the I-Bank upon payment of a premium, the Borrower shall add to its prepayment of I-Bank Bond Loan Repayments an amount, as determined by the I-Bank, equal to such premium allocable to the I-Bank Bonds to be redeemed as a result of the Borrower's prepayment. Prepayments shall be applied first to the Interest Portion that accrues on the portion of the Loan to be prepaid until such prepayment date as described in clause (ii) of the definition thereof and then to principal payments (including premium, if any) on the Loan in inverse order of their maturity.

SECTION 3.08. Priority of Loan and Fund Loan.

(a) The Borrower hereby acknowledges and agrees that, to the extent permitted by law, any repayments then due and payable on the Loan pursuant to this Loan Agreement and paid by the Borrower and any repayments then due and payable on the Fund Loan pursuant to the Fund Loan Agreement and paid by the Borrower shall be applied by the Trustee, first, to the payment obligations of the Borrower with respect to the Loan and, second, to the payment obligations of the Borrower with respect to the Fund Loan, all in a manner more specifically identified in subsection (b) hereof. The Borrower agrees not to interfere with any such action by the Trustee with respect to the application of repayments as set forth herein.

(b) The Borrower hereby further acknowledges and agrees that, in the event the Borrower fails or is unable to pay promptly to the I-Bank in full any I-Bank Bond Loan Repayments pursuant to this Loan Agreement when due, then any (i) Administrative Fee paid hereunder, (ii) late charges paid hereunder, and (iii) loan repayments paid by the Borrower on its Fund Loan pursuant to its Fund Loan Agreement, any of which payments shall be received by the Trustee during the time of any such I-Bank Bond Loan Repayment deficiency, shall be applied by the Trustee *first* to satisfy such I-Bank Bond Loan Repayment deficiency as a credit against the obligations of the Borrower to make payments of the Interest Portion under the Loan and the Borrower Bond, *second*, to the extent available, to make I-Bank Bond Loan Repayments of principal hereunder and payments of principal under the Borrower Bond, *third*, to the extent available, to pay the Administrative Fee, *fourth*, to the extent available, to pay any late charges hereunder, *fifth*, to the extent available, to satisfy the repayment of the Borrower's Fund Loan pursuant to its Fund Loan Agreement, and *finally*, to the extent available, to satisfy the repayment of any administrative fee pursuant to its Fund Loan Agreement.

(c) The Borrower hereby further acknowledges and agrees that any loan repayments paid by the Borrower on its Fund Loan pursuant to its Fund Loan Agreement shall be applied according to the provisions of the Master Program Trust Agreement.

SECTION 3.09. Approval of the New Jersey State Treasurer. The Borrower and the I-Bank hereby acknowledge that, prior to or simultaneously with the Loan Closing, the New Jersey State Treasurer, in satisfaction of the requirements of Section 9a of the Act, issued the "Certificate of the New Jersey State Treasurer Regarding the Approval of the I-Bank Loan and the Fund Loan" (the "Treasurer's Certificate"). Pursuant to the terms of the Treasurer's

Certificate, the New Jersey State Treasurer approved the Loan and the terms and conditions thereof as established by the provisions of this Loan Agreement.

ARTICLE IV

ASSIGNMENT OF LOAN AGREEMENT AND BORROWER BOND

SECTION 4.01. Assignment and Transfer by I-Bank.

(a) The Borrower hereby expressly acknowledges that, other than the provisions of Section 2.02(d) hereof, the I-Bank's right, title and interest in, to and under this Loan Agreement and the Borrower Bond have been assigned to the Trustee as security for the I-Bank Bonds as provided in the Bond Indenture, and that if any Event of Default shall occur, the Trustee, pursuant to the Bond Indenture, shall be entitled to act hereunder in the place and stead of the I-Bank. The Borrower hereby acknowledges the requirements of the Bond Indenture applicable to the I-Bank Bonds and consents to such assignment and appointment. This Loan Agreement and the Borrower Bond, including, without limitation, the right to receive payments required to be made by the Borrower hereunder and to compel or otherwise enforce observance and performance by the Borrower of its other duties, covenants, obligations and agreements hereunder, may be further transferred, assigned and reassigned in whole or in part to one or more assignees or subassignees by the Trustee at any time subsequent to their execution without the necessity of obtaining the consent of, but after giving prior written notice to, the Borrower.

The I-Bank shall retain the right to compel or otherwise enforce observance and performance by the Borrower of its duties, covenants, obligations and agreements under Section 2.02(d) hereof; provided, however, that in no event shall the I-Bank have the right to accelerate the Borrower Bond in connection with the enforcement of Section 2.02(d) hereof.

(b) The Borrower hereby approves and consents to any assignment or transfer of this Loan Agreement and the Borrower Bond that the I-Bank deems to be necessary in connection with any refunding of the I-Bank Bonds or the issuance of additional bonds under the Bond Indenture or otherwise, all in connection with the pooled loan program of the I-Bank.

SECTION 4.02. Assignment by Borrower. Neither this Loan Agreement nor the Borrower Bond may be assigned by the Borrower for any reason, unless the following conditions shall be satisfied: (i) the I-Bank and the Trustee shall have approved said assignment in writing; (ii) the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Borrower's duties, covenants, obligations and agreements under this Loan Agreement and, to the extent permitted under applicable law, the Borrower Bond; (iii) immediately after such assignment, the assignee shall not be in default in the observance or performance of any duties, covenants, obligations or agreements of the Borrower under this Loan Agreement or the Borrower Bond; and (iv) the I-Bank shall have received an opinion of Bond Counsel to the effect that such assignment will not adversely affect the security of the holders of the I-Bank Bonds or the exclusion of the interest on the I-Bank Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

SECTION 5.01. Events of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Borrower to pay, or cause to be paid, any I-Bank Bond Loan Repayment required to be paid hereunder when due;

(b) failure by the Borrower to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Borrower issued under the Borrower Bond Resolution (other than the Loan and the Borrower Bond) or otherwise secured by all or a portion of the property pledged under the Borrower Bond Resolution, after giving effect to the applicable grace period;

(c) failure by the Borrower to pay, or cause to be paid, the Administrative Fee or any late charges incurred hereunder or any portion thereof when due or to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in subsections (a) and (g) of this Section 5.01, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Borrower by the I-Bank, unless the I-Bank shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the I-Bank may not unreasonably withhold its consent to an extension of such time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Borrower within the applicable period and diligently pursued until the failure is corrected;

(d) any representation made by or on behalf of the Borrower contained in this Loan Agreement, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan, is false or misleading in any material respect;

(e) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, and/or any proceeding with respect to such petition and/or pursuant to any such law shall occur or be pending (including, without limitation, the operation and administration of the Borrower pursuant to any plan of reorganization approved and implemented under any such law), unless in the case of any such petition filed against the Borrower or any such proceeding such petition and such proceeding shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal or the further jurisdiction of any court; or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Borrower or any of its property) shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days;

(f) the Borrower shall generally fail to pay its debts as such debts become due;

(g) failure of the Borrower to observe or perform such additional duties, covenants, obligations, agreements or conditions as are required by the I-Bank and specified in each of Exhibit F and Exhibit G attached hereto and made a part hereof; and

(h) the occurrence of an "Event of Default" pursuant to, and as defined in, (i) the Fund Loan Agreement or (ii) any Construction Financing Program Loan that may be outstanding.

SECTION 5.02. Notice of Default. The Borrower shall give the Trustee and the I-Bank prompt telephonic notice, confirmed immediately thereafter with a written notice, of the occurrence of any Event of Default referred to in Section 5.01(e) or (f) hereof and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Borrower becomes aware of the existence thereof.

SECTION 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Borrower acknowledges the rights of the Trustee to direct any and all remedies in accordance with the terms of the Bond Indenture, and the Borrower also acknowledges that the I-Bank shall have the right to take, or to direct the Trustee to take, any action permitted or required pursuant to the Bond Indenture and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower hereunder.

In addition, if an Event of Default referred to in Section 5.01(a) hereof shall have occurred and be continuing, the I-Bank shall, to the extent allowed by applicable law and to the extent and in the manner set forth in the Bond Indenture, have the right to declare, or to direct the Trustee to declare, all Loan Repayments and all other amounts due hereunder (including, without limitation, payments under the Borrower Bond) together with the prepayment premium, if any, calculated pursuant to Section 3.07 hereof to be immediately due and payable, and upon notice to the Borrower the same shall become due and payable without further notice or demand.

SECTION 5.04. Attorneys' Fees and Other Expenses. The Borrower shall on demand pay to the I-Bank or the Trustee the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred by either of them in the collection of I-Bank Bond Loan Repayments or any other sum due hereunder or in the enforcement of the observation or performance of any other duties, covenants, obligations or agreements of the Borrower upon an Event of Default.

SECTION 5.05. Application of Moneys. Any moneys collected by the I-Bank or the Trustee pursuant to Section 5.03 hereof shall be applied (a) *first* to pay any attorneys' fees or other fees and expenses owed by the Borrower pursuant to Section 5.04 hereof, (b) *second*, to the extent available, to pay the Interest Portion then due and payable, (c) *third*, to the extent available, to pay the principal due and payable on the Loan, (d) *fourth*, to the extent available, to pay the Administrative Fee, any late charges incurred hereunder or any other amounts due and payable under this Loan Agreement, and (e) *fifth*, to the extent available, to pay the Interest

Portion and the principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

SECTION 5.06. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the I-Bank or the Trustee is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the I-Bank or the Trustee to exercise any remedy reserved to it in this Article V, it shall not be necessary to give any notice other than such notice as may be required in this Article V.

SECTION 5.07. Retention of I-Bank's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Bond Indenture, or anything else to the contrary contained herein, the I-Bank shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Borrower at law or in equity, as the I-Bank may, in its discretion, deem necessary to enforce the obligations of the Borrower to the I-Bank pursuant to Section 5.03 hereof.

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, (i) to the Borrower at the address specified in Exhibit A-1 attached hereto and made a part hereof and (ii) to the I-Bank and the Trustee at the following respective addresses:

(a) I-Bank:

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201
Attention: Executive Director

(b) Trustee:

Zions Bancorporation, National Association d/b/a Zions Bank
401 Liberty Avenue, Suite 1729
Pittsburgh, Pennsylvania 15222
Attention: Corporate Trust Department

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by notice in writing given to the others.

SECTION 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the I-Bank and the Borrower and their respective successors and assigns.

SECTION 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 6.04. Amendments, Supplements and Modifications.

(a) Except as otherwise provided in this Section 6.04, this Loan Agreement may not be amended, supplemented or modified without the prior written consent of the I-Bank and the Borrower and without the satisfaction of all conditions set forth in Section 11.12 of the Bond Indenture. Notwithstanding the conditions set forth in Section 11.12 of the Bond Indenture, (i) Section 2.02(q) hereof may be amended, supplemented or modified upon the written consent of the I-Bank and the Borrower and without the consent of the Trustee or any holders of the I-Bank Bonds, and (ii) Exhibit H hereto may be amended, supplemented or modified prior to the execution and delivery thereof as the I-Bank, in its sole discretion, shall determine to be necessary, desirable or convenient for the purpose of satisfying Rule 15c2-12 and the purpose

and intent thereof as Rule 15c2-12, its purpose and intent may hereafter be interpreted from time to time by the SEC or any court of competent jurisdiction, and such amendment, supplement or modification shall not require the consent of the Borrower, the Trustee or any holders of the I-Bank Bonds.

SECTION 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06. Applicable Law and Regulations. This Loan Agreement shall be governed by and construed in accordance with the laws of the State, including the Act and the Regulations, which Regulations are, by this reference thereto, incorporated herein as part of this Loan Agreement.

SECTION 6.07. Consents and Approvals. Whenever the written consent or approval of the I-Bank or an Authorized Officer of the I-Bank, as the case may be, shall be required pursuant to the provisions of this Loan Agreement, such consent or approval may only be given by the I-Bank or an Authorized Officer of the I-Bank, as the case may be, (i) unless otherwise provided by law or by the rules, regulations or resolutions of the I-Bank, or (ii) unless expressly delegated to the Trustee, and (iii) except as otherwise provided in Section 6.09 hereof. Further, whenever the written consent or approval of the I-Bank or an Authorized Officer of the I-Bank, as the case may be, shall be required pursuant to the provisions of this Loan Agreement, such approval or consent of the I-Bank pursuant to the provisions hereof may be either granted or withheld by the I-Bank in its sole and absolute discretion.

SECTION 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09. Benefit of Loan Agreement; Compliance with Bond Indenture. This Loan Agreement is executed, among other reasons, to induce the purchase of the I-Bank Bonds. Accordingly, all duties, covenants, obligations and agreements of the Borrower herein contained are hereby declared to be for the benefit of and are enforceable by the I-Bank, the holders of the I-Bank Bonds and the Trustee. The Borrower covenants and agrees to observe and comply with, and to enable the I-Bank to observe and comply with, all applicable duties, covenants, obligations and agreements contained in the Bond Indenture.

SECTION 6.10. Further Assurances. The Borrower shall, at the request of the I-Bank, authorize, execute, attest, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Borrower Bond.

SECTION 6.11. No Personal Liability. The Borrower hereby acknowledges and agrees that, pursuant to and consistent with the provisions of Section 13 of the Act (N.J.S.A. 58:11B-13), neither the directors of the I-Bank nor any officers of the I-Bank taking any action

with respect to the issuance of the I-Bank Bonds or the making of the Loan pursuant to this Loan Agreement shall be liable personally with respect to the I-Bank Bonds or the Loan or any matters or transactions related thereto.

IN WITNESS WHEREOF, the I-Bank and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

NEW JERSEY
INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

[NAME OF BORROWER]

[SEAL]

By: _____
Authorized Officer
Title

ATTEST:

_____
Authorized Officer
Title

[signature page]

SCHEDULE A

Certain Additional Loan Agreement Provisions

EXHIBIT A-1

Description of Project and Environmental Infrastructure System

EXHIBIT A-2

Description of Loan

EXHIBIT B

Basis for Determination of Allowable Project Costs

EXHIBIT C

Estimated Disbursement Schedule

EXHIBIT D

Specimen Borrower Bond

(Except for assignment page, to be supplied by Borrower's bond counsel in substantially the following form)

IMPORTANT NOTE: The next three pages set forth the form of the Borrower Bond prepared by the I-Bank's Bond Counsel for municipal/county Borrowers. Although the I-Bank recognizes that each corporate Borrower has its own bond form as required pursuant to its Borrower Bond Resolution, please incorporate in the bond form the pertinent information from this municipal/county bond form (e.g., amounts payable under the Borrower Bond set forth in the first paragraph, assignment in the second paragraph, disbursement language in the third paragraph, unconditional obligation in the fourth paragraph, optional prepayment provisions in the fifth paragraph and the date of the Borrower Bond). To the extent that you do not have an existing Bond Resolution, the pledge under your Bond Resolution should be drafted to constitute a general obligation pledge of (i) all the gross revenues of the company and (ii) any specific property (e.g. mortgage) or other security pledged for this transaction (e.g. letter of credit).

SEE IMPORTANT NOTE ON PRIOR PAGE

FOR VALUE RECEIVED, [the] [NAME OF BORROWER], a corporation duly created and validly existing under the Constitution and laws of the State (the "Borrower"), hereby promises to pay to the order of the New Jersey Infrastructure Bank (the "I-Bank") (i) the principal amount of _____ Dollars ($_____), or such lesser amount as shall be determined in accordance with Section 3.01 of the Loan Agreement (as hereinafter defined), at the times and in the amounts determined as provided in the Loan Agreement, together with (ii) Interest on the Loan constituting the Interest Portion, the Administrative Fee and any late charges incurred under the Loan Agreement (as such terms are defined in the Loan Agreement) in the amount calculated as provided in the Loan Agreement, payable on the days and in the amounts and as provided in the Loan Agreement, which principal amount and Interest Portion of the Interest on the Loan shall, unless otherwise provided in the Loan Agreement, be payable on the days and in the amounts as also set forth in Exhibit A attached hereto under the column headings respectively entitled "Principal" and "Interest", plus (iii) any other amounts due and owing under the Loan Agreement at the times and in the amounts as provided therein. The Borrower unconditionally and irrevocably promises, in accordance with the terms of and to the extend provided in the Borrower Bond Resolution (as defined in the Loan Agreement) to pay in full and when due the principal of and the Interest on this Borrower Bond (as defined in the Loan Agreement) and all other amounts due under this Borrower Bond and the Loan Agreement according to their respective terms.

This Borrower Bond is issued pursuant to the Loan Agreement dated as of December 1, 2020 by and between the I-Bank and the Borrower (the "Loan Agreement"). This Borrower Bond is issued in consideration of the loan made under the Loan Agreement (the "Loan") to evidence and secure the payment obligations of the Borrower set forth in the Loan Agreement. This Borrower Bond has been assigned to Zions Bancorporation, National Association d/b/a Zions Bank, as trustee (the "I-Bank's Trustee"), under the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and the I-Bank's Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020B-1 (Green Bonds), as the same may be amended and supplemented in accordance with the terms thereof (the "Bond Indenture"), and payments hereunder shall, except as otherwise provided in the Loan Agreement, be made directly to the I-Bank's Trustee for the account of the I-Bank pursuant to such assignment. Such assignment has been made as security for the payment of the I-Bank Bonds (as defined in the Loan Agreement) issued to finance or refinance the Loan and as otherwise described in the Loan Agreement. This Borrower Bond is subject to further assignment or endorsement in accordance with the terms of the Bond Indenture and the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as part of this Borrower Bond.

Pursuant to the Loan Agreement, disbursements shall be made by the I-Bank's Trustee to the Borrower, in accordance with written instructions of the I-Bank, upon receipt by the I-Bank and the I-Bank's Trustee of requisitions from the Borrower executed and delivered in accordance with the requirements set forth in Section 3.02 of the Loan Agreement.

This Borrower Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Borrower to make the payments required hereunder shall be absolute and unconditional, without any defense or right of set-off, counterclaim or recoupment by reason of any default by the I-Bank under the Loan Agreement or under any other agreement between the Borrower and the I-Bank or out of any indebtedness or liability at any time owing to the Borrower by the I-Bank or for any other reason.

This Borrower Bond is subject to optional prepayment under the terms and conditions, and in the amounts, provided in Section 3.07 of the Loan Agreement. To the extent allowed by applicable law, this Borrower Bond may be subject to acceleration under the terms and conditions, and in the amounts, provided in Section 5.03 of the Loan Agreement.

IN WITNESS WHEREOF, the Borrower has caused this Borrower Bond to be duly executed, sealed and delivered as of December 2, 2020.

[NAME OF BORROWER]

[SEAL]

By:_____

ATTEST:

_____

New Jersey Infrastructure Bank hereby assigns the foregoing Borrower Bond to Zions Bancorporation, National Association d/b/a Zions Bank (the "Trustee"), as the I-Bank's Trustee under the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and the Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020B-1 (Green Bonds), as the same may be amended and supplemented in accordance with the terms thereof (the "Bond Indenture"), all as of the date of this Borrower Bond, as security for the I-Bank Bonds issued or to be issued under the Bond Indenture to finance or refinance the Project Fund (as defined in the Bond Indenture).

NEW JERSEY
INFRASTRUCTURE BANK

[SEAL]

By:_____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

EXHIBIT E

Opinions of Borrower's Bond Counsel and General Counsel

See Closing Item ____

[LETTERHEAD OF COUNSEL TO BORROWER]

December 2, 2020

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201

Zions Bancorporation, National Association d/b/a Zions Bank
401 Liberty Avenue, Suite 1729
Pittsburgh, Pennsylvania 15222
Attention: Corporate Trust Department

Ladies and Gentlemen:

We have acted as counsel to [the] [Name of Borrower], a corporation duly organized and validly existing under the laws of the State of New Jersey (the "Borrower"), which has entered into a Loan Agreement (as hereinafter defined) with the New Jersey Infrastructure Bank (the "I-Bank"), and have acted as such in connection with the authorization, execution, attestation and delivery by the Borrower of its Loan Agreement and Borrower Bond (as hereinafter defined) pursuant to the New Jersey Business Corporation Act, P.L. 1968, c. 263, as amended (the "Business Corporation Law"), and a [bond resolution] [indenture] of the Borrower [adopted on] [dated] [DATE] and entitled "TITLE]" as amended and supplemented, including by a supplemental [resolution] [indenture] [adopted on] [dated] [DATE] and entitled "[TITLE]" such [resolutions] [indentures] shall be collectively referred to herein as the "Resolution"). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Loan Agreement.

In so acting, we have examined the Constitution and laws of the State of New Jersey, including, without limitation, the Business Corporation Law, and the certificate of incorporation and by-laws of the Borrower. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of the following:

(a) the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and Zions Bancorporation, National Association d/b/a Zions Bank, as the I-Bank's Trustee, with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020B-1 (Green Bonds);

(b) the Loan Agreement dated as of December 1, 2020 (the "Loan Agreement") by and between the I-Bank and the Borrower;

(c) the proceedings of the board of directors of the Borrower relating to the approval of the Loan Agreement and the execution, attestation and delivery thereof on behalf of the Borrower and the authorization of the undertaking and completion of the Project;

(d) the Borrower Bond dated December 2, 2020 (the "Borrower Bond") issued by the Borrower to the I-Bank to evidence and secure the Loan; and

(e) the proceedings (together with the proceedings referred to in clause (c) above and Section 5 below, the "Proceedings") of the board of directors of the Borrower, including, without limitation, the Resolution, relating to the authorization of the Borrower Bond and the sale, execution, attestation, authentication and delivery thereof to the I-Bank (the Loan Agreement and the Borrower Bond are referred to herein collectively as the "Loan Documents").

We have also examined and relied upon originals, or copies certified or otherwise authenticated to our satisfaction, of such other records, documents, certificates and other instruments, and have made such investigation of law as in our judgment we have deemed necessary or appropriate, to enable us to render the opinions expressed below.

We are of the opinion that:

1. The Borrower is a corporation duly created and validly existing pursuant to the Constitution and statutes of the State of New Jersey, including the Borrower Enabling Act, with the legal right to carry on the Business Corporation Law, with the legal right to carry on the business of its Environmental Infrastructure System as currently being conducted and as proposed to be conducted.

2. The Borrower has full legal right and authority to execute, attest and deliver the Loan Documents, to sell the Borrower Bond to the I-Bank, to cause the authentication of the Borrower Bond, to observe and perform its duties, covenants, obligations and agreements under the Loan Documents and to undertake and complete the Project.

3. The officers of the Borrower who are contemporaneously herewith performing or have previously performed any action contemplated in the Loan Agreement are, and at the time any such action was performed were, the duly appointed or elected officers of the Borrower empowered by applicable New Jersey law and authorized by resolution of the Borrower to perform such actions.

4. In accordance with the terms of the Resolution and to the extent provided in the Resolution, the Borrower has unconditionally and irrevocably promised to make the Loan Repayments and pay all other amounts due under the Loan Documents.

5. The proceedings of the Borrower's board of directors (i) approving the Loan Documents, (ii) authorizing their execution, attestation and delivery on behalf of the Borrower, (iii) with respect to the Borrower Bond only, authorizing its sale by the Borrower to the I-Bank and authorizing its authentication on behalf of the Borrower, (iv) authorizing the Borrower to consummate the transactions contemplated by the Loan Documents, (v) authorizing the Borrower to undertake and complete the Project, [(vi) authorizing the approval of the inclusion in the Official Statement of the Borrower Appendices,] and (vi) [(vii)] authorizing the execution and delivery of all other certificates, agreements, documents and instruments in connection with

the execution, attestation and delivery of the Loan Documents [including, without limitation, the designation of the Borrower Appendices portion of the Preliminary Official Statement, if any, as "deemed final" for the purposes and within the meaning of 17 CFR 240.15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended or supplemented, including any successor regulation or statute thereto ("Rule 15c2-12"),] have each been duly and lawfully adopted and authorized in accordance with applicable law and applicable resolutions of the Borrower, including, without limitation, the Resolution, the other Proceedings, the Borrower Enabling Act and the Local Authorities Fiscal Control Law, which Proceedings constitute all of the actions necessary to be taken by the Borrower to authorize its actions contemplated by clauses (i) through (vi) [(vii)] above and which Proceedings, including, without limitation, the Resolution, were duly adopted and published, where necessary, in accordance with applicable New Jersey law at a meeting or meetings duly called pursuant to necessary public notice and held in accordance with applicable New Jersey law and at which quorums were present and acting throughout.

6. The Loan Documents have been duly authorized, executed, attested and delivered by the Authorized Officers of the Borrower, the Borrower Bond has been duly sold by the Borrower to the I-Bank and, if applicable, the Borrower Bond has been duly authenticated by the trustee or paying agent under the Resolution; and assuming in the case of the Loan Agreement that the I-Bank has the requisite power and authority to authorize, execute, attest and deliver, and has duly authorized, executed, attested and delivered, the Loan Agreement, the Loan Documents constitute the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization or other similar laws affecting creditors' rights generally. No opinion is rendered as to the availability of any particular remedy.

7. The authorization, execution, attestation and delivery of the Loan Documents by the Borrower and, in the case of the Borrower Bond only, the authentication thereof by the trustee or paying agent under the Resolution and the sale thereof to the I-Bank, the observation and performance by the Borrower of its duties, covenants, obligations and agreements thereunder, the consummation of the transactions contemplated therein, and the undertaking and completion of the Project do not and will not (i) result in any breach of any of the terms, conditions or provisions of, or (ii) constitute a default under, any existing resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations is subject.

8. All approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Borrower in connection with the authorization, execution, attestation, delivery and performance of the Loan Documents, the sale of the Borrower Bond and the undertaking and completion of the Project have been obtained or made.

9. There is no litigation or other proceeding pending or, to our knowledge, after due inquiry, threatened in any court or other tribunal of competent jurisdiction (either state or federal) (i) questioning the creation, organization or existence of the Borrower, (ii) questioning the validity, legality or enforceability of the Resolution, the Loan or the Loan Documents, (iii) questioning the undertaking or completion of the Project, (iv) otherwise challenging the Borrower's ability to consummate the transactions contemplated by the Loan or the Loan Documents, or (v) that, if adversely decided, would have a materially adverse impact on the financial condition of the Borrower.

10. The Borrower has no bonds, notes or other debt obligations outstanding that are superior or senior to the Borrower Bond as to lien on, and source and security for payment thereof from, the revenues of the Borrower.

11. To the best of our knowledge, upon due inquiry, (i) all representations made by the Borrower contained within subsections (f) and (h) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement are true, accurate and complete, and (ii) all expectations contained therein are reasonable, and we know of no reason why the Borrower would be unable to comply on a continuing basis with the covenants contained within subsections (f) and (h) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement.

12. Assuming that (i) the Borrower complies on a continuing basis with the covenants contained in subsections (f) and (h) of Section 2.02 and, if applicable, Exhibit F of the Loan Agreement, (ii) interest on the I-Bank Bonds is otherwise excluded from gross income of the holders thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended, and (iii) the proceeds of the I-Bank Bonds loaned to the Borrower represent all of the proceeds of the I-Bank Bonds, the application of the proceeds of the Loan for their intended purposes will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds.

We hereby authorize McCarter & English, LLP, acting as bond counsel to the I-Bank, and the Attorney General of the State of New Jersey, acting as general counsel to the I-Bank, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

Additional Covenants and Requirements

EXHIBIT G

General Administrative Requirements
for the New Jersey Water Bank

EXHIBIT H

Form of Continuing Disclosure Agreement

LOAN AGREEMENT

BY AND BETWEEN

NEW JERSEY INFRASTRUCTURE BANK

AND

[NAME OF BORROWER]

DATED AS OF DECEMBER 1, 2020

IN WITNESS WHEREOF, the I-Bank and the Borrower have caused this Loan Agreement to be executed, sealed and delivered as of the date first above written.

NEW JERSEY
INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

[NAME OF BORROWER]

[SEAL]

By: _____
Authorized Officer
Title

ATTEST:

_____
Authorized Officer
Title

[signature page]

SCHEDULE A

Certain Additional Loan Agreement Provisions

In addition to the terms defined in subsection (a) of Section 1.01 of this Loan Agreement, certain additional capitalized terms used in this Loan Agreement shall, unless the context clearly requires otherwise, have the meanings ascribed to such additional capitalized terms in this Schedule A.

Additional Definitions:

"Borrower" means _____, a corporation duly created and validly existing pursuant to the laws of the State of New Jersey.

"Bond Indenture" means the Indenture of Trust, dated as of December 2, 2020, by and between the I-Bank and the Trustee (as defined in the Loan Agreement), with respect to the I-Bank's Environmental Infrastructure Bonds, Series 2020B-1 (Green Bonds).

"Borrower Bond Resolution" means the [resolution] [indenture] of the Borrower entitled "[_____]", [adopted by the Borrower on] [dated] [_____], as amended and supplemented from time to time, in particular by a supplemental [resolution] [indenture] detailing the terms of the Borrower Bond [adopted by the Borrower on] [dated] [_____] and entitled "[_____]", pursuant to which the Borrower Bond has been issued.

"Interest Payment Dates" means February 1 and August 1 of each year, commencing on _____ 1, 20__.

"Loan" means the loan made by the I-Bank to the Borrower to finance or refinance a portion of the Costs of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the amount of the Loan at any time shall be the initial aggregate principal amount of the Borrower Bond (which amount equals the amount actually deposited in the Project Loan Account at the Loan Closing plus the Borrower's allocable share of [(i)] certain costs of issuance, and underwriter's discount for all I-Bank Bonds issued to finance the Loan[,] [and (ii) capitalized interest during the Project construction period]), less any amount of such principal amount that has been repaid by the Borrower under this Loan Agreement and less any adjustment made pursuant to the provisions of the Bond Indenture, including, without limitation, Section 5.02(4) thereof, N.J.A.C. 7:22-4.26 and the appropriations act of the State Legislature authorizing the expenditure of I-Bank Bond proceeds to finance a portion of the Costs of the Project.

"Principal Payment Dates" means August 1 of each year, commencing on August 1, 20__.

"Project Completion Date" means [_____, notwithstanding any provisions of Exhibit C to this Loan Agreement to the contrary] [or in the case of a "split project": include the "Completion of Construction" date from Exhibit C of the NJDEP Exhibits, and add ", such date being identified as the "Completion of Construction" date as set forth in Exhibit C to this Loan Agreement, subject to the extension thereof by an Authorized Officer of the I-Bank, at the sole and absolute discretion thereof, as evidenced by a certificate of such Authorized Officer of the I-Bank that shall be provided to the Borrower."].

"Project Loan Account Disbursement Deadline" means_____.

SECTION 2.02(e)

Disposition of Environmental Infrastructure System. The Borrower shall not permit the disposition of all or substantially all of its Environmental Infrastructure System, directly or indirectly, including, without limitation, by means of sale, lease, abandonment, sale of stock, statutory merger or otherwise (collectively, a "Disposition"), except on ninety (90) days' prior written notice to the I-Bank, and, in any event, shall not permit a Disposition unless the following conditions are met: (i) the Borrower shall, in accordance with Section 4.02 hereof, assign this Loan Agreement and the Borrower Bond and its rights and interests hereunder and thereunder to the purchaser or lessee of the Environmental Infrastructure System, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Borrower under this Loan Agreement and the Borrower Bond; and (ii) the I-Bank shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect (A) the I-Bank's ability to meet its duties, covenants, obligations and agreements under the Bond Indenture, (B) the value of this Loan Agreement or the Borrower Bond as security for the payment of I-Bank Bonds and the interest thereon, or (C) the excludability from gross income for federal income tax purposes of the interest on I-Bank Bonds then outstanding or that could be issued in the future.

SECTION 2.02(f)(x)

[NO RESERVE OR REPLACEMENT FUND]

The Borrower will not have a reserve or replacement fund (within the meaning of Section 148(d)(1) of the Code) allocable to the Borrower Bond evidencing the Loan.

OR

[RESERVE OR REPLACEMENT FUND FUNDED BY BONDS OF THE BORROWER]

The Borrower has a reserve or replacement fund (within the meaning of Section 148(d)(1) of the Code) a portion of which is allocable to the Loan. To the extent that amounts held in the Borrower's reserve or replacement fund are allocable, under Treasury Regulations §1.148-6, to the I-Bank Bonds such amounts shall be invested by the Borrower throughout the term of the Loan at a yield not in excess of the yield on the I-Bank Bonds, unless the Borrower receives prior written approval of the I-Bank.

EXHIBIT F

Additional Covenants and Requirements

[None.]

[Insert current refunding covenants, if any.]

[For "split projects"]:

Construction Financing Program Loan:

[For Private Use Borrowers Only]:

Construction Loan:

(a) A portion of the proceeds of the Loan received by the Borrower in the amount of $_____ will be used to pay a portion of the outstanding principal amount of a short-term loan made by the I-Bank to the Borrower on [short-term loan closing date], in the original aggregate principal amount of $_____ (the "Construction Loan"), which Construction Loan currently is outstanding in the aggregate principal amount of $_____.

(b) Proceeds of the Construction Loan were used to finance Costs of the Project. No portion of the proceeds received from the Construction Loan or the Loan have been or will be used to pay Costs of the Project which were paid more than 60 days prior to _____.

[For Private Use Borrowers Only]:

Qualified Private Activity Bonds:

(a) No portion of the proceeds of the I-Bank Bonds loaned to the Local Unit will be used to finance issuance costs (within the meaning of Section 147(g) of the Code).

(b) Assuming for this purpose that (i) the I-Bank has used two percent (2%) of the proceeds of the I-Bank Bonds to finance issuance costs (within the meaning of Section 147(g) of the Code), (ii) the proceeds of the I-Bank Bonds loaned to the Local Unit represent all of the remaining proceeds of the I-Bank Bonds, (iii) the I-Bank Bonds are issued as qualified bonds (within the meaning of Section 141(e) of the Code) that meet the requirements of Section [142(a)(4] [142(a)(5)] of the Code, and (iv) interest on the I-Bank Bonds is otherwise excluded from the gross income of the holders thereof for federal income tax purposes under the Code, the Local Unit shall not, directly or indirectly, use or permit the use of any proceeds of the I-Bank Bonds in a manner that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the I-Bank Bonds.]

[For Borrowers With an Investment Grade Rating Only]:

Compliance with Credit Policy:

The Borrower hereby covenants and agrees to comply with the provisions set forth in that certain "Credit Policy" of the I-Bank, adopted on January 10, 2013 and thereafter amended from time to time (the "Credit Policy"), that establish the obligation on the part of the Borrower to fund an annual Risk Premium (as defined therein) as and when required pursuant to the provisions of Section VI(2)(II)(B)(a)(i)(b) of the Credit Policy. The Borrower hereby acknowledges that a failure to comply with such terms and provisions of the Credit Policy with respect to the funding of the Risk Premium shall constitute an Event of Default hereunder.

[For Projects financed with "Sandy" principal forgiveness]:

No FEMA Reimbursement:

The Borrower represents, warrants and agrees that no amounts provided to the Borrower by the United States Federal Emergency Management Agency shall be applied to reimburse the Borrower for any Costs of the Project.

[MASTER ESCROW AGREEMENT - MUNICIPAL/COUNTY FORM]

ESCROW AGREEMENT

by and among

NEW JERSEY INFRASTRUCTURE BANK,

THE STATE OF NEW JERSEY,
acting by and through the New Jersey Department of Environmental Protection,

[BORROWER]

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK,
as Escrow Agent

DATED: [INSERT DATE OF ESCROW CLOSING]

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement"), made and entered into on the Escrow Closing Date (as hereinafter defined), by and among the NEW JERSEY INFRASTRUCTURE BANK, a public body corporate and politic with corporate succession duly created and validly existing under the laws of the State of New Jersey (the "I-Bank"), THE STATE OF NEW JERSEY, acting by and through the New Jersey Department of Environmental Protection (the "State"), the BORROWER (as hereinafter defined in Schedule A hereto) and Zions Bancorporation, National Association d/b/a Zions Bank ("Zions Bank"), a national banking association duly organized and validly existing under the laws of the United States of America, as ESCROW AGENT (the "Escrow Agent");

WITNESSETH THAT:

WHEREAS, the Borrower is undertaking to obtain loans from both the I-Bank and the State (the "I-Bank Loan" and "Fund Loan," respectively) pursuant to the "State Fiscal Year 2021 New Jersey Water Bank" (the "Program"); and

WHEREAS, as one of the preconditions to the making of such I-Bank Loan and Fund Loan, the I-Bank and the State are requiring that the Borrower execute and attest the loan agreements required in connection with such loans, and produce validly executed and attested bonds evidencing and securing such loans, prior to the I-Bank undertaking to publish the notice of sale for the bonds it intends to issue to fund the I-Bank Loan (the "I-Bank Bonds").

NOW, THEREFORE, for and in consideration of the mutual duties, covenants, obligations and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent

For the purposes and subject to the terms and conditions set forth in this Escrow Agreement, the I-Bank, the State and the Borrower hereby agree to the appointment of Zions Bank, as Escrow Agent, and the Escrow Agent hereby accepts such appointment. The Escrow Agent agrees to act as agent for the I-Bank, the State and the Borrower, and shall possess and administer the Escrowed Documents (as defined in Section 2 hereof) in accordance with the instructions set forth in this Escrow Agreement. Certain capitalized terms used herein shall have the meanings ascribed to such terms in Schedule A attached hereto and made a part hereof. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in both the I-Bank Loan Agreement and the Fund Loan Agreement (as hereinafter defined).

2. Escrowed Documents

On the date hereof, the I-Bank, the State and the Borrower have jointly delivered the following documents (collectively, the "Escrowed Documents") to the Escrow Agent in the respective forms described below:

(a) a fully authorized, executed and attested loan agreement with respect to the Fund Loan by and between the State and the Borrower, which will be dated as of December 1, 2020 (the "Fund Loan Agreement"), which Fund Loan Agreement is true, accurate and complete in all respects, except for (1) Exhibit A-2 thereto with respect to the principal amount of, and the semiannual principal repayment schedule for, the Fund Loan to be made pursuant to the Fund Loan Agreement, and (2) to the extent the Borrower requests and the State and the I-Bank consent to an adjustment to the principal amount of the Fund Loan, due to an adjustment to the Costs of the Project, as requested by the Borrower and as approved by the State and the I-Bank, then also except for the principal amount of the Fund Loan and the corresponding modifications to Exhibits B and C thereto (which Exhibit A-2 and, if applicable, which Fund Loan principal amount and modified Exhibits B and C, shall be provided to the Escrow Agent by the I-Bank pursuant to Section 3 hereof);

(b) a fully authorized, executed and attested bond of the Borrower to the State (the "Fund Loan Bond"), which will be dated the date of the I-Bank Loan Bond (as hereinafter defined), evidencing and securing the Fund Loan to be made by the State to the Borrower pursuant to the Fund Loan Agreement, which Fund Loan Bond has been authorized, executed and attested by the Borrower (but not delivered) pursuant to the Borrower's Bond Resolution, and which Fund Loan Bond is true, accurate and complete in all respects except as to its date and, if applicable, in accordance with Section 2(a)(2) hereof, except as to its principal amount (which date and, if applicable, which Fund Loan principal amount, shall be provided to the Escrow Agent by the I-Bank and placed on the Fund Loan Bond in coordination with the Borrower pursuant to Section 3 hereof);

(c) a fully authorized, executed and attested loan agreement with respect to the I-Bank Loan by and between the I-Bank and the Borrower, which will be dated as of December 1, 2020 (the "I-Bank Loan Agreement"), which I-Bank Loan Agreement is true, accurate and complete in all respects, except for Exhibit A-2 thereto with respect to

the principal amount of, and the I-Bank Bond Loan Repayments (as defined in the I-Bank Loan Agreement) schedule for, the I-Bank Loan to be made pursuant to said I-Bank Loan Agreement and, if applicable in accordance with Section 2(a)(2) hereof, except for the principal amount of the I-Bank Loan and the corresponding modifications to Exhibits B and C thereto (which Exhibit A-2 (including the I-Bank Loan principal amount) and Exhibits B and C thereto, if applicable, shall be provided to the Escrow Agent by the I-Bank pursuant to Section 3 hereof);

(d) a fully authorized, executed and attested bond of the Borrower to the I-Bank (the "I-Bank Loan Bond"), which will be dated the dated date of the I-Bank Bonds, evidencing and securing the I-Bank Loan to be made by the I-Bank to the Borrower pursuant to the I-Bank Loan Agreement, which I-Bank Loan Bond has been so authorized, executed and attested by the Borrower (but not delivered) pursuant to the Borrower's Bond Resolution, and which I-Bank Loan Bond is true, accurate and complete in all respects except as to its date, principal amount and I-Bank Bond Loan Repayments schedule (which date, amount and schedule shall be provided to the Escrow Agent by the I-Bank and placed on the I-Bank Loan Bond in coordination with the Borrower pursuant to Section 3 hereof);

(e) an opinion of each of the Borrower's bond and general counsel with respect to the Fund Loan and an opinion of each of the Borrower's bond and general counsel with respect to the I-Bank Loan, which opinions shall each be in substantially similar form to the opinions set forth in Exhibit A hereto;

(f) each of the following forms, complete and fully executed as required by the respective terms thereof: (1) a "Federal Funds Accountability and Transparency Act Form" in the form required and provided by the New Jersey Department of Environmental Protection (the "Department"); (2) a "Clean Water Benefits Reporting Form" or a "DWSRF Project and Benefits Reporting Form", as applicable, each in the form required and provided by the Department; (3) a "Certification Regarding Asset Management Plan" or a "Certification Regarding Fiscal Sustainability Plan", as applicable, in the form included in Exhibit G to each of the I-Bank Loan Agreement and Fund Loan Agreement; and (4) Internal Revenue Service Form W-9; and

(g) the certificate of the Borrower's consulting engineer (in the form attached as Exhibit D hereto), stating that the useful life of the Project to be financed with the I-Bank Loan exceeds the maturity date of the I-Bank Loan Bond to the I-Bank.

The Escrow Agent shall hold the Escrowed Documents for release and delivery, or cancellation, pursuant to the terms and conditions of this Escrow Agreement. Notwithstanding any provision of this Escrow Agreement to the contrary, the parties hereto hereby acknowledge and agree that bond counsel to the I-Bank may provide logistical assistance to the Escrow Agent with respect to the retention and the management of some or all of the Escrowed Documents until the release and delivery thereof by the Escrow Agent, or cancellation, pursuant to the terms and conditions of this Escrow Agreement.

3. Release of Escrowed Documents

On December 2, 2020 at 9:30 a.m. at the office of bond counsel to the I-Bank, or such other date or time that may be determined by an Authorized Officer of the I-Bank, following consultation with the State, and of which the Escrow Agent and the Borrower are notified in writing by the I-Bank (the "Loan Closing"), the Escrow Agent shall (1) release the Escrowed Documents from escrow and (2) simultaneously with the closing of the I-Bank Bonds, deliver (A) to the I-Bank, the I-Bank Loan Agreement and the I-Bank Loan Bond, and (B) to the State, the Fund Loan Agreement and the Fund Loan Bond, such release and delivery being subject *only* to receipt by the Escrow Agent of all of the following items as conditions precedent thereto:

(a) Exhibit A-2 to each of the I-Bank Loan Agreement (which shall include the insertion of the principal amount of the I-Bank Loan) and the Fund Loan Agreement (which shall include the insertion of the principal amount of the Fund Loan), each completed in its entirety and, if applicable in accordance with Section 2(a)(2) hereof, the revised I-Bank Loan and Fund Loan principal amounts and the corresponding changes to Exhibits B and C thereto;

(b) a written certification of the I-Bank setting forth (1) the date, principal amount and I-Bank Bond Loan Repayments schedule for the I-Bank Loan Bond necessary to complete in its entirety the I-Bank Loan Bond, which date, amount and schedule shall be placed upon the I-Bank Loan Bond in coordination with the Borrower while the I-Bank Loan Bond is held in escrow by the Escrow Agent, (2) the date and, if applicable in accordance with Section 2(a)(2) hereof, the principal amount for the Fund Loan Bond necessary to complete in its entirety the Fund Loan Bond, which date and, if applicable, amount shall be placed upon the Fund Loan Bond in coordination with the Borrower while the Fund Loan Bond is held in escrow by the Escrow Agent, and (3) a determination by the I-Bank as to which series of I-Bank Bonds will finance the I-Bank Loan;

(c) a written certification of the I-Bank acknowledging receipt by the I-Bank of the following:

(i) the opinions of bond and general counsels to the Borrower and, if applicable, the certificates of the Borrower with respect to liability insurance coverage, as required under Section 3.06(d) of the I-Bank Loan Agreement and Section 3.06(c) of the Fund Loan Agreement;

(ii) copies of those ordinances and resolutions finally adopted by the governing body of the Borrower and requested by the I-Bank and/or the State, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of the I-Bank Loan Agreement, the Fund Loan Agreement and this Escrow Agreement, (B) the Borrower's Bond Resolution, as amended and supplemented as of the date of the Loan Closing, authorizing the execution, attestation, sale and delivery of the I-Bank Loan Bond to the I-Bank and the Fund Loan Bond to the State, (C) the resolution of the Borrower, if any, confirming the details of the sale of the I-Bank Loan Bond to the I-Bank and the Fund Loan Bond to the State, (D) the resolution

of the Borrower, if any, declaring its official intent to reimburse expenditures for the Costs of the Project from the proceeds of the I-Bank Bonds, each of said ordinances and resolutions of the Borrower being certified by an Authorized Officer of the Borrower as of the date of the Loan Closing, (E) the approval by the Division of Local Government Services in the New Jersey Department of Community Affairs (the "DLGS") with respect to the issuance by the Borrower of the I-Bank Loan Bond to the I-Bank and the Fund Loan Bond to the State and setting forth any other approvals required therefor by the DLGS, and (F) any other Proceedings;

(iii) a certificate of the Borrower in the form attached as Exhibit B hereto stating to the satisfaction of the I-Bank that the Borrower will be able to meet the available funds requirement under Section 3.02(b) of the I-Bank Loan Agreement prior to the first anticipated disbursement of proceeds of the I-Bank Loan;

(iv) the I-Bank Loan Bond;

(v) a certificate of the Borrower either (A) in the form attached as Exhibit G-1 hereto stating to the satisfaction of the I-Bank that (i) the Borrower will use a portion of the proceeds of the I-Bank Loan to reimburse the Borrower for expenditures paid by it prior to the Loan Closing for Costs of the Project, and (ii) such reimbursements comply with the various provisions of the Treasury Regulations as defined and set forth therein, or (B) in the form attached as Exhibit G-2 hereto stating to the satisfaction of the I-Bank that no portion of the proceeds of the I-Bank Loan will be used by the Borrower to reimburse the Borrower for expenditures paid by it prior to the Loan Closing for Costs of the Project;

(vi) any additional items identified in Section 3(c)(vi) of Schedule A attached hereto and made part hereof;

(d) a copy of the written certification of the I-Bank to the Borrower that the following actions shall take place simultaneously with the release and delivery of the Escrowed Documents:

(i) the authentication and delivery by Zions Bank, as trustee, of the I-Bank Bonds pursuant to Section 2.03 of the Bond Indenture (as defined in the I-Bank Loan Agreement and sometimes referred to herein as the "I-Bank Bond Indenture");

(ii) the deposits, as applicable, to the Project Fund, the Debt Service Fund, the Operating Expense Fund, the Rebate Fund and the Debt Service Reserve Fund (as defined in the I-Bank Bond Indenture) as may be required to be made pursuant to Section 2.03 of the I-Bank Bond Indenture;

(e) copies of (1) the authorizations by the New Jersey State Legislature of the expenditure of funds by the I-Bank for the I-Bank Loan, (2) the appropriations by the New Jersey State Legislature of funds in the applicable State Fund (as defined in the Fund Loan Agreement) to the I-Bank for the Debt Service Reserve Fund, if applicable, and to the State for the Fund Loan, (3) the Governor's approval of (1) and (2) of this subsection (e), (4) the approval of the New Jersey State Legislature, by concurrent

resolution, of the "Fiscal Year 2021 Financial Plan" of the I-Bank, as the same may be supplemented from time to time, (5) the award of federal funds under a fully executed State revolving fund capitalization grant agreement between the State and the United States Environmental Protection Agency pursuant to the Water Quality Act of 1987 and the Safe Drinking Water Act of 1996 and the requisite "State Match", (6) the letters of each of the Governor and the New Jersey State Treasurer, pursuant to N.J.S.A. 58:11B-4(j), approving the adoption of the resolution of the I-Bank authorizing the I-Bank Bond Indenture, (7) the "Certificate of the New Jersey State Treasurer Regarding the Approval of the I-Bank Loan and the Fund Loan" in satisfaction of the requirements of Section 9a of the Act, and (8) such other appropriations, resolutions, authorizations, consents or approvals as may be required in order to undertake and complete the Program; and

(f) a written certification of the I-Bank acknowledging receipt by the State of the Fund Loan Bond.

Failure of the Escrow Agent to so release and deliver any one of the Escrowed Documents after satisfaction of the above-mentioned conditions shall be considered a failure to release and deliver all of the Escrowed Documents.

4. Cancellation of Escrowed Documents

In the event that any of the conditions precedent to the release of the Escrowed Documents set forth in Section 3 hereof shall remain unsatisfied for any reason as of the Loan Closing or if the Escrowed Documents are not released and delivered as of the Loan Closing, the Escrow Agent shall on said date mark the Escrowed Documents "CANCELED", and shall return (1) the I-Bank Loan Bond and the Fund Loan Bond to the Borrower, (2) the I-Bank Loan Agreement to the I-Bank, and (3) the Fund Loan Agreement to the State. The I-Bank and the State hereby acknowledge that upon receipt of said agreements marked "CANCELED" the obligations of the Borrower thereunder are without effect.

5. Modifications to Loan Agreements

The I-Bank, the State and the Borrower acknowledge that, in connection with (1) the sale, issuance and delivery of the I-Bank Bonds and (2) any Fund Loans funded with the proceeds of any State Bonds (as may be defined in the Fund Loan Agreement) hereafter issued by the State, it may be necessary, subsequent to the date hereof and prior to the Loan Closing, to modify the I-Bank Loan Agreement and the Fund Loan Agreement for the purposes set forth, respectively, in Sections 2.02(o) thereof, including, without limitation, for the purpose of assuring that the interest on the I-Bank Bonds and the State Bonds is not includable in gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. In such event, the I-Bank and, if applicable, the State will make such modifications by amending Exhibit F to the I-Bank Loan Agreement and, if applicable, the Fund Loan Agreement and delivering the amended Exhibit F to the Borrower and the Escrow Agent on or prior to the Loan Closing.

Any modifications to the I-Bank Loan Agreement and the Fund Loan Agreement by amending Exhibit F thereto pursuant to this Section 5 shall not affect in any way the Borrower's

covenant and agreement made in Section 2.02(e)(i) of each of the I-Bank Loan Agreement and, if applicable, the Fund Loan Agreement.

6. Liability of Escrow Agent

The Escrow Agent shall have no duties or responsibilities as Escrow Agent under this Escrow Agreement other than those expressly set forth herein, and shall have no duty to enforce any obligation of any person to perform any act. The Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, direction, certificate, opinion and advice of counsel (including counsel selected by the Escrow Agent), statement, instrument, report or other instrument or document (not only as to its due execution and the validity and effectiveness thereof, but also as to the truth and accuracy of any information therein contained) that is believed by the Escrow Agent to be genuine and to be signed by the proper person.

7. Acknowledgments and Liability of Borrower

Based upon the Borrower's execution and delivery into escrow of the I-Bank Loan Agreement and the Fund Loan Agreement in accordance with the terms hereof and further based upon the Borrower's execution, attestation and delivery of this Escrow Agreement, the Borrower has irrevocably committed to borrow (1) from the I-Bank, the I-Bank Loan Amount, pursuant to the terms and conditions of the I-Bank Loan Agreement, and (2) from the State, the Fund Loan Amount, pursuant to the terms and conditions of the Fund Loan Agreement. Notwithstanding the foregoing, the I-Bank Loan Amount and the Fund Loan Amount may only be changed subsequent to the date hereof in accordance with Section 2(a)(2) hereof.

The Borrower acknowledges (1) that the I-Bank and the State are relying upon the Borrower's execution and attestation of the Escrowed Documents and related execution, attestation and delivery of this Escrow Agreement, as well as the execution of the commitment letters set forth as Exhibit A hereto (delivered to the I-Bank and the State on the date hereof) relating to the delivery of the opinions required to close the I-Bank Loan and the Fund Loan; (2) that such reliance by the I-Bank is the basis upon which the I-Bank will determine the aggregate principal amount of, and undertake all actions necessary to issue, the I-Bank Bonds; (3) that, in consideration of (1) and (2) above, the I-Bank has tentatively scheduled the mailing of the Preliminary Official Statement for the I-Bank Bonds on or about _____, 2020, the initial publication of its Notice of Sale for the I-Bank Bonds on or about _____, 2020, and the sale of the I-Bank Bonds on or about _____, 2020; (4) that the aggregate principal amount of and the interest payable on that portion of the I-Bank Loan set forth in Exhibit A-2 to the I-Bank Loan Agreement shall be based upon and reflect, among other things, the interest rate on the I-Bank Bonds established at the sale thereof; and (5) that the I-Bank's ability to make the I-Bank Loan at the rate so established, and the State's ability to make the Fund Loan, are subject to and dependent upon the release and delivery of the Escrowed Documents pursuant to Section 3 hereof.

The Borrower agrees that, subject to the provisions of the immediately succeeding sentence, in the event the Escrow Agent shall fail to release and deliver or shall cancel the Escrowed Documents for any reason (including, but not limited to, the failure of the Borrower to satisfy any of the preconditions to its due authorization, execution, attestation and delivery of the

I-Bank Loan Bond or the Fund Loan Bond or the failure of general counsel or bond counsel to the Borrower to deliver its respective opinion required in connection with the closing of the I-Bank Loan or the Fund Loan), the Borrower shall be responsible to the I-Bank, the State and the Borrowers for any and all expenses, losses or damages, monetary and otherwise (including, but not limited to, all costs of issuance and all legal costs of the I-Bank, the State and the Borrowers incurred in connection with the I-Bank's proposed bond issue to fund the I-Bank Loan and the proposed making of the I-Bank Loan and the Fund Loan for financing a portion of the Costs of the Borrower's environmental infrastructure project), to the I-Bank, the State and the Borrowers, respectively, arising from such failure or cancellation. Notwithstanding the provisions of the immediately preceding sentence to the contrary, in the event that the Escrow Agent shall fail to release and deliver or shall cancel the Escrowed Documents and such failure or such cancellation is the result of the gross negligence or willful misconduct of the I-Bank, the Borrower shall not be responsible to the I-Bank or the State for any expenses, losses or damages, monetary or otherwise, incurred by the I-Bank or the State, respectively, and arising as a result of such failure or such cancellation, and such expenses, losses or damages, monetary or otherwise, of the I-Bank and the State, respectively, shall be the sole responsibility of the I-Bank; provided, however, that in the event of such failure or such cancellation as a result of the gross negligence or willful misconduct of the I-Bank, the Borrower shall remain responsible for its own expenses, losses or damages, monetary or otherwise (including, but not limited to, all costs of issuance and all legal costs of the Borrower incurred in connection with the I-Bank's proposed bond issue to fund the I-Bank Loan and the proposed making of the I-Bank Loan and the Fund Loan for financing a portion of the Costs of the Borrower's environmental infrastructure project). The Borrower's obligation under this paragraph shall be continuing notwithstanding such failure or cancellation by the Escrow Agent.

Notwithstanding the foregoing, nothing herein shall prevent the Borrower from pursuing any claims, including any claims the I-Bank or the State may have, against any third party for any default, cancellation or failure to perform under this Escrow Agreement; *provided*, *however*, that no such claim of the I-Bank or the State may be pursued by the Borrower without the express written consent of the I-Bank or the State, respectively, which consent shall not be unreasonably withheld.

8. Escrow Agent's Compensation

The I-Bank shall pay the Escrow Agent a total fee for the services performed under this Escrow Agreement in accordance with the terms of the Escrow Agent's proposal to the I-Bank dated March 4, 2020 and the I-Bank's Resolution 20-17 adopted on March 20, 2020 to accept such proposal, subject to the execution, attestation and delivery of this Escrow Agreement.

9. Miscellaneous I-Bank and State Requirements

(a) Covenant of Non-Collusion. The Escrow Agent warrants and represents that this Escrow Agreement has not been solicited or prepared, directly or indirectly, in a manner contrary to the laws of the State of New Jersey or the United States of America, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Escrow Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of

any kind, directly or indirectly, to any federal, State or local government employee, officer or official or any special State officer as defined in N.J.S.A. 52:13D-13.

(b) Covenant Against Contingent Fees. The Escrow Agent warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Escrow Agreement upon any agreement or understanding for a commission, percentage or brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Escrow Agent for the purpose of securing business.

(c) Non-Discrimination. During the performance of this Escrow Agreement, the Escrow Agent warrants and represents that:

(i) the Escrow Agent will comply with all applicable federal, state and local anti-discrimination laws, including those found at N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 through 10:5-38, as well as all rules and regulations issued thereunder;

(ii) the Escrow Agent will comply with any applicable affirmative action program approved by the Treasurer of the State of New Jersey;

(iii) the Escrow Agent will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Escrow Agent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Escrow Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Escrow Agent shall insert a similar provision in any subcontract for performance of services within the scope of this Escrow Agreement;

(iv) the Escrow Agent will, in all solicitations or advertisements for employees placed by or on behalf of the Escrow Agent, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex; and

(v) the Escrow Agent will send to each labor union or representative of workers with which the Escrow Agent has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Escrow Agent's commitments under this Escrow Agreement, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Confidentiality. Unless otherwise specified in this Escrow Agreement, the Escrow Agent shall not publish, permit to be published, distribute, use or disclose to any

person any information that the Escrow Agent acquires in the performance of this Escrow Agreement, except with the prior written consent of the I-Bank, the State and the Borrower.

10. Useful Life of Project Financed with I-Bank Loan

The Borrower represents that the useful life of the Project to be financed with the I-Bank Loan, as set forth in the certificate of the Borrower's consulting engineer (in the form attached as Exhibit D hereto), exceeds the maturity date of the I-Bank Loan Bond to the I-Bank.

11. Defaults With Respect to Debt Obligations of Borrower

The Borrower represents and warrants that, since December 31, 1975 and as of the date hereof, the Borrower has not been, and is not now, in default in the payment of the principal of or interest on any of its bonds, notes or other debt obligations.

12. Amendments, Waiver and Discharge

Neither this Escrow Agreement nor any term hereof may be amended, waived, discharged or terminated except by a writing signed by each of the parties hereto.

13. Binding Effect

All of the terms of this Escrow Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective parties hereto and their respective permitted successors and assigns, whether or not so expressed; *provided*, *however*, that none of the I-Bank, the State, the Borrower or the Escrow Agent may transfer, assign or pledge its respective duties, covenants, obligations and agreements hereunder without the prior written consent of each of the other parties hereto.

14. Governing Law

This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. The Escrow Agent shall, in the performance of this Escrow Agreement, comply with all New Jersey and federal laws, rules and regulations applicable to this Escrow Agreement and to the services to be provided hereunder. All contract claims under this Escrow Agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq*.).

15. Captions

Captions are used herein for convenience only, and shall not be construed as part of this Escrow Agreement.

16. Separability

Each provision of this Escrow Agreement shall be considered separable. If for any reason any provision that is not essential to the effectuation of the basic purposes hereof is

determined to be invalid or contrary to existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Escrow Agreement that are valid.

17. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower at the address in Section 17(d) of Schedule A attached hereto and made part hereof, and to the I-Bank, the State and the Escrow Agent, at the following addresses:

(a) I-Bank:

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201
Attention: Executive Director

(b) State:

New Jersey Department of Environmental Protection
Municipal Finance and Construction Element
401 East State Street – 3rd Floor
Trenton, New Jersey 08625-0425
Attention: Assistant Director

New Jersey Department of the Treasury
Office of Public Finance
State Street Square – 5th Floor
Trenton, New Jersey 08625-0002
Attention: Director

(c) Escrow Agent:

Zions Bancorporation, National Association d/b/a Zions Bank
401 Liberty Avenue, Suite 1729
Pittsburgh, Pennsylvania 15222
Attention: Corporate Trust Department

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by giving written notice to each of the other parties hereto.

18. Certain Additional Provisions

Additional defined terms, covenants and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenants and requirements are incorporated in this Escrow Agreement by reference thereto as if set forth in

full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant and requirement included in Schedule A as if the same were set forth in its entirety where reference thereto is made in this Escrow Agreement.

19. Counterparts

This Escrow Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Escrow Agreement to produce or account for more than one of such counterparts, which together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto by its duly authorized representative has executed, sealed if applicable, and delivered this Escrow Agreement on the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

THE STATE OF NEW JERSEY ACTING BY AND THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

[SEAL]

By: _____
Michele Putnam
Assistant Commissioner
Water Resource Management
Department of Environmental Protection

ATTEST:

_____
Eugene J. Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element
Department of Environmental Protection

[SEAL]

[BORROWER]

ATTEST:

By: _____
Authorized Officer
Title

_____
Authorized Officer
Title

[SEAL]

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK, as Escrow Agent

ATTEST:

By: _____
Eric Mitzel
Vice President and Manager

_____
Natalie Lawrence
Vice President

[signature page]

SCHEDULE A

CERTAIN ADDITIONAL ESCROW AGREEMENT PROVISIONS

EXHIBIT A

COMMITMENT LETTERS OF BORROWER'S BOND COUNSEL AND GENERAL COUNSEL

[LETTERHEAD OF BORROWER'S BOND COUNSEL/GENERAL COUNSEL]

[Date of Escrow Closing]

New Jersey Infrastructure Bank
Lawrenceville, New Jersey 08648-2201

New Jersey Department of Environmental Protection
Trenton, New Jersey 08625

New Jersey Department of the Treasury
Trenton, New Jersey 08625

RE: [Name of Borrower]
Application for Loans from New Jersey Infrastructure Bank and State of New Jersey; State Fiscal Year 2021 New Jersey Water Bank

Ladies and Gentlemen:

In our capacity as [bond] [general] counsel to the [Name of Borrower] (the "Borrower"), we have reviewed (i) a copy of the authorized, executed and attested loan agreement (the "I-Bank Loan Agreement") to be delivered to the New Jersey Infrastructure Bank (the "I-Bank") and (ii) an authorized, executed and attested general obligation bond of the Borrower to be delivered to the I-Bank (the "I-Bank Loan Bond"), each exclusive of the principal and partial interest repayment schedule applicable thereto, for and evidencing a loan from the I-Bank in connection with the captioned program (the "Program"). We have also reviewed (i) a copy of the authorized, executed and attested loan agreement (the "Fund Loan Agreement", and together with the I-Bank Loan Agreement, the "Loan Agreements") to be delivered to the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), and (ii) an authorized, executed and attested general obligation bond of the Borrower to be delivered to the State (the "State Loan Bond", and together with the I-Bank Loan Bond, the "Borrower Bonds"), each exclusive of the principal repayment schedule applicable thereto, for and evidencing a loan from the State in connection with the Program. We understand that these Loan Agreements and Borrower Bonds will be placed in escrow on the date hereof and will be released from escrow in completed form and delivered to the I-Bank and the State, respectively, on the date of closing on the I-Bank's bond issue for the Program, which is estimated to occur on or about December 2, 2020 (the "Loan Closing").

We have also reviewed a copy of the Escrow Agreement dated the date hereof by and among the I-Bank, the State, the Borrower and Zions Bancorporation, National Association d/b/a Zions Bank, as Escrow Agent (the "Escrow Agreement"), which sets forth the terms and conditions upon which the Escrowed Documents (as defined in the Escrow Agreement) shall be released and delivered, or canceled.

Based upon the foregoing, we are of the opinion that the Escrow Agreement has been duly and validly authorized by the Borrower and executed, attested and delivered by the authorized officers of the Borrower; and assuming that the I-Bank, the State and the Escrow

Agent each has the requisite power and authority to authorize, execute, attest and deliver, and each has duly and validly authorized, executed, attested and delivered, the Escrow Agreement, the Escrow Agreement constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be limited or modified by bankruptcy, insolvency or other laws or legal or equitable principles affecting the enforcement of creditors' rights and remedies.

In addition, based upon our review of such information, certificates of the Borrower, statutes and other matters of law as we deem relevant, we are of the opinion that, as of the date hereof, there exist on the part of the Borrower no legal impediments to the release and delivery of the Escrowed Documents at the Loan Closing pursuant to the provisions of the Escrow Agreement or to the delivery of our opinions in favor of the I-Bank and the State at such time, substantially in the forms attached hereto as Exhibit A and Exhibit B, as required by Section 2.02 of each of the I-Bank Loan Agreement and the Fund Loan Agreement, respectively.

We hereby authorize McCarter & English, LLP, acting as bond counsel to the I-Bank, and the Attorney General of the State of New Jersey, acting as general counsel to the I-Bank, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

Exhibit A to the Commitment Letter

[ATTACH (I) FORM OF I-BANK LOAN BORROWER BOND COUNSEL OPINION AND (II) FORM OF I-BANK LOAN GENERAL COUNSEL OPINION]

Note: The forms of opinion attached hereto must be consistent with the form of opinion set forth as Exhibit E to the I-Bank Loan Agreement, and may be divided between Borrower bond counsel and Borrower general counsel provided that, when the two opinions are taken together, the entire the form of opinion set forth as Exhibit E to the I-Bank Loan Agreement is rendered in full.

Exhibit B to the Commitment Letter

[ATTACH (I) FORM OF FUND LOAN BORROWER BOND COUNSEL OPINION AND (II) FORM OF FUND LOAN GENERAL COUNSEL OPINION]

Note: The forms of opinion attached hereto must be consistent with the form of opinion set forth as Exhibit E to the Fund Loan Agreement, and may be divided between Borrower bond counsel and Borrower general counsel provided that, when the two opinions are taken together, the entire the form of opinion set forth as Exhibit E to the Fund Loan Agreement is rendered in full.

EXHIBIT B

CERTIFICATE AS TO AVAILABLE FUNDS

I, [_____], an authorized representative of the [NAME OF BORROWER], a [municipal corporation duly created and validly existing under the laws of the State of New Jersey, located in the County of [_____]] [political subdivision duly created and validly existing under the laws of the State of New Jersey], and herein referred to as the "Borrower", **HEREBY CERTIFY** that the Borrower will be able to meet the available funds requirement under Section 3.02(b) of the Loan Agreement by and between the Borrower and the New Jersey Infrastructure Bank dated as of December 1, 2020 (the "Loan Agreement").

IN WITNESS WHEREOF, I have hereunto set my hand on December 2, 2020.

[NAME OF BORROWER]

By:_____
Name:
Title:

EXHIBIT C-1

[RESERVED]

EXHIBIT C-2

[RESERVED]

EXHIBIT C-3

[RESERVED]

EXHIBIT D

LETTER OF CONSULTING ENGINEER

[LETTERHEAD OF CONSULTING ENGINEER]

[Date of Escrow Closing]

Re: New Jersey Infrastructure Bank
State Fiscal Year 2021 New Jersey Water Bank
Project No. [_____]

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201

Dear I-Bank Members:

I am acting as consulting engineer for [Name of Borrower] with respect to the above-referenced environmental infrastructure system project, a portion of the Costs of which is to be financed by a loan from the New Jersey Infrastructure Bank (the "I-Bank") expected to close on or about December 2, 2020 (the "Loan Closing").

As such, I am familiar with the plans and specifications of the environmental infrastructure system project, and I hereby certify that (i) the building cost of such project is a reasonable and accurate estimation thereof and (ii) the useful life of such project exceeds [twenty (20)] [thirty (30)] years from the expected date of the Loan Closing.

[NAME OF ENGINEERING FIRM]

By:_____
Name:
Title:

EXHIBIT E

[RESERVED]

EXHIBIT F

[RESERVED]

EXHIBIT G-1

CERTIFICATE REGARDING REIMBURSEMENTS

I, [_____], an authorized representative of the [NAME OF BORROWER] (the "Borrower"), a [municipal corporation duly created and validly existing under the laws of the State of New Jersey, located in the County of [_____]] [political subdivision duly created and validly existing under the laws of the State of New Jersey], **DO HEREBY CERTIFY** the following:

A portion of the proceeds of the loan (the "I-Bank Loan") made by the New Jersey Infrastructure Bank (the "I-Bank") to the Borrower out of the proceeds of the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds) (the "I-Bank Bonds"), in accordance with the Loan Agreement dated as of December 1, 2020 by and between the I-Bank and the Borrower (the "Loan Agreement"), will be used to reimburse the Borrower for expenditures paid prior to the date hereof for Costs of the Project (as such terms are defined in the Loan Agreement), such expenditures being more fully described in Schedule A attached hereto. With respect to such reimbursements:

(a) All allocations of the proceeds of the I-Bank Bonds and the I-Bank Loan to the reimbursement of expenditures for Costs of the Project made prior to the issuance of the I-Bank Bonds satisfy the criteria set forth in either clauses (i) or (ii) [circle one or more as applicable]:

(i) The Costs of the Project to be reimbursed were paid by the Borrower (A) subsequent to [DATE] (the date of adoption of a Declaration of Official Intent, as hereinafter defined) or (B) not more than 60 days prior to the date of adoption of the Declaration of Official Intent with equity of the Borrower as advances in anticipation of long-term tax-exempt financing by the I-Bank, as provided in a resolution declaring the Borrower's official intent in accordance with Treasury Regulations §1.150-2 (the "Declaration of Official Intent"); or

(ii) The Costs of the Project to be reimbursed were paid by the Borrower for "preliminary expenditures" (within the meaning of Treasury Regulations §1.150-2(f)(2)) including architectural, engineering, surveying, soil testing, reimbursement bond issuance and similar costs that were incurred prior to commencement of construction, rehabilitation or acquisition of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction, which do not exceed 20 percent of the issue price of the I-Bank Loan that finances the Project.

(b) On the date of the Declaration of Official Intent, in the case of reimbursements described in clause (i) of paragraph (a) above, the Borrower had a reasonable expectation (within the meaning of Treasury Regulations §1.150-2(e)) that it would reimburse the equity it advanced with the proceeds of a borrowing of debt obligations.

(c) All reimbursement allocations, other than reimbursement allocations for "preliminary expenditures" (as described in clause (ii) of paragraph (a) above), will occur not later than 18 months after the later of (i) the date on which the expenditure is paid or (ii) the date

the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

(d) No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code").

(e) The proceeds of the I-Bank Bonds used to reimburse the Borrower for Costs of the Project, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the I-Bank Bonds or another issue of debt obligations, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

(f) The Costs of the Project to be reimbursed with the proceeds of the I-Bank Bonds will be "capital expenditures" within the meaning of Treasury Regulations §1.150-1(b).

IN WITNESS WHEREOF, I have hereunto set my hand on December 2, 2020.

[NAME OF BORROWER]

By:_____
Name:
Title:

Schedule A to Exhibit G-1

[Description of Expenditures Being Reimbursed]

EXHIBIT G-2

CERTIFICATE REGARDING NO REIMBURSEMENTS

I, [_____], an authorized representative of the [NAME OF BORROWER] (the "Borrower"), a [municipal corporation duly created and validly existing under the laws of the State of New Jersey, located in the County of [_____]] [political subdivision duly created and validly existing under the laws of the State of New Jersey], **DO HEREBY CERTIFY** the following:

No portion of the proceeds of the loan made by the New Jersey Infrastructure Bank (the "I-Bank") to the Borrower out of the proceeds of the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds), in accordance with the Loan Agreement dated as of December 1, 2020 by and between the I-Bank and the Borrower (the "Loan Agreement"), will be used to reimburse the Borrower for expenditures paid prior to the date hereof for Costs of the Project (as such terms are defined in the Loan Agreement).

IN WITNESS WHEREOF, I have hereunto set my hand on December 2, 2020.

[NAME OF BORROWER]

By:_____
Name:
Title:

ESCROW AGREEMENT

by and among

NEW JERSEY INFRASTRUCTURE BANK,

THE STATE OF NEW JERSEY,
acting by and through the New Jersey Department of Environmental Protection,

[BORROWER]

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK,
as Escrow Agent

DATED: [INSERT DATE OF ESCROW CLOSING]

IN WITNESS WHEREOF, each of the parties hereto by its duly authorized representative has executed, sealed if applicable, and delivered this Escrow Agreement on the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

THE STATE OF NEW JERSEY ACTING BY AND THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

[SEAL]

By: _____
Michele Putnam
Assistant Commissioner
Water Resource Management
Department of Environmental Protection

ATTEST:

_____
Eugene J. Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element
Department of Environmental Protection

[SEAL]

[NAME OF BORROWER]

ATTEST:

_____
Authorized Officer
Title

By: _____
Authorized Officer
Title

[SEAL]

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK, as Escrow Agent

ATTEST:

_____
Natalie Lawrence
Vice President

By: _____
Eric Mitzel
Vice President and Manager

SCHEDULE A

Certain Additional Escrow Agreement Provisions

Definitions: In addition to those capitalized terms defined elsewhere in this Escrow Agreement, the following capitalized terms as used in this Escrow Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Borrower" means _____, a [county] [municipal corporation] duly created and validly existing pursuant to the laws of the State of New Jersey, and its successors and assigns.

"Borrower Bond Resolution" means [an ordinance] [a resolution] entitled "_____", adopted by the Borrower on _____, as amended and supplemented.

"Escrow Closing Date" means _____, 2020.

"Fund Loan Amount" means $_____.

"I-Bank Loan Amount" means (i) an amount sufficient to pay Costs of the Project of (A) $_____, and (B) a portion of the NJDEP Fee in the amount of $_____, plus (ii) an amount equal to the Borrower's allocable share of underwriter's discount on and certain costs of issuance of the I-Bank Bonds, plus (iii) if the I-Bank Bonds are sold with a net original issue discount, an amount equal to the Borrower's allocable share of such net original issue discount, minus (iv) if the I-Bank Bonds are sold with a net original issue premium, an amount equal to the Borrower's allocable share of such original issue premium**[**, plus (v) an amount sufficient to capitalize that portion of interest on the I-Bank Loan that is set forth in Exhibit A-2 to the I-Bank Loan Agreement through and including [DATE] [, plus [(v) (vi)] an amount sufficient to pay the interest that accrued on the short-term loan by the I-Bank to the Borrower]**]**.

"NJDEP Fee" means the loan surcharge or loan origination fee imposed by the State as a portion of the Cost of the Project of the Borrower that has been incurred for engineering and environmental services provided by the State for the Borrower in connection with, and as a condition precedent to, the inclusion of the Project of the Borrower in the State Fiscal Year 2021 New Jersey Water Bank. [*Add for Nano:* The NJDEP Fee for this Project is $0.]

Additional Provisions:

Section 3(c)(vi). Reserved.

Section 17.

(d) Borrower:

[Name of Borrower]
[Address]
[ ]
Attention: [_____]

[MASTER ESCROW AGREEMENT - AUTHORITY FORM]

ESCROW AGREEMENT

by and among

NEW JERSEY INFRASTRUCTURE BANK

THE STATE OF NEW JERSEY,
acting by and through the New Jersey Department of Environmental Protection,

[BORROWER],

[BORROWER'S TRUSTEE],
as Borrower's Trustee

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK,
as Escrow Agent

DATED: [INSERT DATE OF ESCROW CLOSING]

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement"), made and entered into on the Escrow Closing Date (as hereinafter defined) by and among the NEW JERSEY INFRASTRUCTURE BANK, a public body corporate and politic with corporate succession duly created and validly existing under the laws of the State of New Jersey (the "I-Bank"), THE STATE OF NEW JERSEY, acting by and through the New Jersey Department of Environmental Protection (the "State"), the BORROWER (as hereinafter defined in Schedule A hereto), the BORROWER'S TRUSTEE (as hereinafter defined in Schedule A hereto), if any, and Zions Bancorporation, National Association d/b/a Zions Bank ("Zions Bank"), a national banking association duly organized and validly existing under the laws of the United States of America, as ESCROW AGENT (the "Escrow Agent");

WITNESSETH THAT:

WHEREAS, the Borrower is undertaking to obtain loans from both the I-Bank and the State (the "I-Bank Loan" and "Fund Loan," respectively) pursuant to the "State Fiscal Year 2021 New Jersey Water Bank" (the "Program"); and

WHEREAS, as one of the preconditions to the making of such I-Bank Loan and Fund Loan, the I-Bank and the State are requiring that the Borrower execute and attest the loan agreements required in connection with such loans, and produce validly executed, attested and authenticated bonds evidencing and securing such loans, prior to the I-Bank undertaking to publish the notice of sale for the bonds it intends to issue to fund the I-Bank Loan (the "I-Bank Bonds").

NOW, THEREFORE, for and in consideration of the mutual duties, covenants, obligations and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent

For the purposes and subject to the terms and conditions set forth in this Escrow Agreement, the I-Bank, the State, the Borrower and the Borrower's Trustee hereby agree to the appointment of Zions Bank, as Escrow Agent, and the Escrow Agent hereby accepts such appointment. The Escrow Agent agrees to act as agent for the I-Bank, the State, the Borrower and the Borrower's Trustee and shall possess and administer the Escrowed Documents (as defined in Section 2 hereof) in accordance with the instructions set forth in this Escrow Agreement. Certain capitalized terms used herein shall have the meanings ascribed to such terms in Schedule A attached hereto and made a part hereof. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in both the I-Bank Loan Agreement and the Fund Loan Agreement (as hereinafter defined).

2. Escrowed Documents

On the date hereof, the I-Bank, the State, the Borrower and the Borrower's Trustee have jointly delivered the following documents (collectively, the "Escrowed Documents") to the Escrow Agent in the respective forms described below:

(a) a fully authorized, executed and attested loan agreement with respect to the Fund Loan by and between the State and the Borrower, which will be dated as of December 1, 2020 (the "Fund Loan Agreement"), which Fund Loan Agreement is true, accurate and complete in all respects, except for (1) Exhibit A-2 thereto with respect to the principal amount of and the semiannual principal repayment schedule for the Fund Loan to be made pursuant to the Fund Loan Agreement and (2) to the extent the Borrower requests and the State and the I-Bank consent to an adjustment to the principal amount of the Fund Loan, due to an adjustment to the Costs of the Project, as requested by the Borrower and as approved by the State and the I-Bank, then also except for the principal amount of the Fund Loan and the corresponding modifications to Exhibits B and C thereto (which Exhibit A-2 and, if applicable, which Fund Loan principal amount and modified Exhibits B and C, shall be provided to the Escrow Agent by the I-Bank pursuant to Section 3 hereof);

(b) a fully authorized, executed, attested and authenticated bond of the Borrower to the State (the "Fund Loan Bond"), which will be dated the date of the I-Bank Loan Bond (as hereinafter defined), evidencing and securing the Fund Loan to be made by the State to the Borrower pursuant to the Fund Loan Agreement, which Fund Loan Bond has been authorized, executed and attested by the Borrower and authenticated (but not delivered) by the Borrower's Trustee pursuant to the provisions of the Borrower's Bond Resolution, and which Fund Loan Bond is true, accurate and complete in all respects except as to its date and if applicable in accordance with Section 2(a)(2) hereof, except as to its principal amount (which date, and if applicable which Fund Loan principal amount, shall be provided to the Escrow Agent by the I-Bank and placed on the Fund Loan Bond in coordination with the Borrower and the Borrower's Trustee pursuant to Section 3 hereof);

(c) a fully authorized, executed and attested loan agreement with respect to the I-Bank Loan by and between the I-Bank and the Borrower, which will be dated as of December 1, 2020 (the "I-Bank Loan Agreement"), which I-Bank Loan Agreement is true, accurate and complete in all respects, except for Exhibit A-2 thereto with respect to the principal amount of and the I-Bank Bond Loan Repayments (as defined in the I-Bank Loan Agreement) schedule for the I-Bank Loan to be made pursuant to said I-Bank Loan Agreement and if applicable in accordance with Section 2(a)(2) hereof, except for the principal amount of the I-Bank Loan and the corresponding modifications to Exhibits B and C thereto (which Exhibit A-2 (including the I-Bank Loan principal amount) and Exhibits B and C thereto, if applicable, shall be provided to the Escrow Agent by the I-Bank pursuant to Section 3 hereof);

(d) a fully authorized, executed, attested and authenticated bond of the Borrower to the I-Bank (the "I-Bank Loan Bond"), which will be dated the dated date of the I-Bank Bonds, evidencing and securing the I-Bank Loan to be made by the I-Bank to the Borrower pursuant to the I-Bank Loan Agreement, which I-Bank Loan Bond has been so authorized, executed and attested by the Borrower and authenticated (but not delivered) by the Borrower's Trustee pursuant to the Borrower's Bond Resolution, and which I-Bank Loan Bond is true, accurate and complete in all respects except as to its date, principal amount and I-Bank Bond Loan Repayments schedule (which date, amount and schedule shall be provided to the Escrow Agent by the I-Bank and placed on the I-Bank Loan Bond in coordination with the Borrower and the Borrower's Trustee pursuant to Section 3 hereof);

(e) an opinion of each of the Borrower's bond and general counsel with respect to the Fund Loan and an opinion of each of the Borrower's bond and general counsel with respect to the I-Bank Loan, which opinions shall each be in substantially similar form to the opinions set forth in Exhibit A hereto;

(f) each of the following forms, complete and fully executed as required by the respective terms thereof: (1) a "Federal Funds Accountability and Transparency Act Form" in the form required and provided by the New Jersey Department of Environmental Protection (the "Department"); (2) a "Clean Water Benefits Reporting Form" or a "DWSRF Project and Benefits Reporting Form", as applicable, each in the form required and provided by the Department; (3) a "Certification Regarding Asset Management Plan" or a "Certification Regarding Fiscal Sustainability Plan", as applicable, in the form included in Exhibit G to each of the I-Bank Loan Agreement and Fund Loan Agreement; and (4) Internal Revenue Service Form W-9; and

(g) the certificate of the Borrower's consulting engineer (in the form attached as Exhibit D hereto), stating that the useful life of the Project to be financed with the I-Bank Loan exceeds the maturity date of the I-Bank Loan Bond to the I-Bank.

The Escrow Agent shall hold the Escrowed Documents for release and delivery, or cancellation, pursuant to the terms and conditions of this Escrow Agreement. Notwithstanding any provision of this Escrow Agreement to the contrary, the parties hereto hereby acknowledge and agree that bond counsel to the I-Bank may provide logistical assistance to the Escrow Agent

with respect to the retention and the management of some or all of the Escrowed Documents until the release and delivery thereof by the Escrow Agent, or cancellation, pursuant to the terms and conditions of this Escrow Agreement.

3. Release of Escrowed Documents

On December 2, 2020 at 9:30 a.m. at the office of bond counsel to the I-Bank, or such other date or time that may be determined by an Authorized Officer of the I-Bank, following consultation with the State, and of which the Escrow Agent and the Borrower are notified in writing by the I-Bank (the "Loan Closing"), the Escrow Agent shall (1) release the Escrowed Documents from escrow and (2) simultaneously with the closing of the I-Bank Bonds, deliver (A) to the I-Bank, the I-Bank Loan Agreement and the I-Bank Loan Bond, and (B) to the State, the Fund Loan Agreement and the Fund Loan Bond, such release and delivery being subject only to receipt by the Escrow Agent of all of the following items as conditions precedent thereto:

(a) Exhibit A-2 to each of the I-Bank Loan Agreement (which shall include the insertion of the principal amount of the I-Bank Loan) and the Fund Loan Agreement (which shall include the insertion of the principal amount of the Fund Loan), each completed in its entirety and if applicable in accordance with Section 2(a)(2) hereof, the revised I-Bank Loan and Fund Loan principal amounts and the corresponding changes to Exhibits B and C thereto;

(b) a written certification of the I-Bank setting forth (1) the date, principal amount and I-Bank Bond Loan Repayments schedule for the I-Bank Loan Bond necessary to complete in its entirety the I-Bank Loan Bond, which date, amount and schedule shall be placed upon the I-Bank Loan Bond in coordination with the Borrower and the Borrower's Trustee while the I-Bank Loan Bond is held in escrow by the Escrow Agent, (2) the date and if applicable in accordance with Section 2(a)(2) hereof, the principal amount for the Fund Loan Bond necessary to complete in its entirety the Fund Loan Bond, which date and if applicable, amount shall be placed upon the Fund Loan Bond in coordination with the Borrower and the Borrower's Trustee while the Fund Loan Bond is held in escrow by the Escrow Agent, and (3) a determination by the I-Bank as to which series of I-Bank Bonds will finance the I-Bank Loan;

(c) a written certification of the I-Bank acknowledging receipt by the I-Bank of the following:

(i) the opinions of bond and general counsels to the Borrower and, if applicable, the certificates of the Borrower with respect to liability insurance coverage, as required under Section 3.06(d) of the I-Bank Loan Agreement and Section 3.06(c) of the Fund Loan Agreement;

(ii) copies of those resolutions finally adopted by the governing body of the Borrower and requested by the I-Bank and/or the State, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of the I-Bank Loan Agreement, the Fund Loan Agreement and this Escrow Agreement, (B) the Borrower's Bond Resolution, as amended and supplemented as of the

date of the Loan Closing, authorizing the execution, attestation, sale and delivery of the I-Bank Loan Bond to the I-Bank and the Fund Loan Bond to the State, (C) the resolution of the Borrower, if any, confirming the details of the sale of the I-Bank Loan Bond to the I-Bank and the Fund Loan Bond to the State, (D) the resolution of the Borrower, if any, declaring its official intent to reimburse expenditures for the Costs of the Project from the proceeds of the I-Bank Bonds, each of said resolutions of the Borrower being certified by an Authorized Officer of the Borrower as of the date of the Loan Closing, (E) the approval by the Division of Local Government Services in the New Jersey Department of Community Affairs (the "DLGS") with respect to the issuance by the Borrower of the I-Bank Loan Bond to the I-Bank and the Fund Loan Bond to the State and setting forth any other approvals required therefor by the DLGS, and (F) any other Proceedings;

(iii) a certificate of the Borrower in the form attached as Exhibit B hereto stating to the satisfaction of the I-Bank that the Borrower will be able to meet the cash-on-hand requirement under Section 3.02(b) of the I-Bank Loan Agreement prior to the first anticipated disbursement of proceeds of the I-Bank Loan;

(iv) the I-Bank Loan Bond;

(v) a certificate of the Borrower either (A) in the form attached as Exhibit G-1 hereto stating to the satisfaction of the I-Bank that (i) the Borrower will use a portion of the proceeds of the I-Bank Loan to reimburse the Borrower for expenditures paid by it prior to the Loan Closing for Costs of the Project, and (ii) such reimbursements comply with the various provisions of the Treasury Regulations as defined and set forth therein, or (B) in the form attached as Exhibit G-2 hereto stating to the satisfaction of the I-Bank that no portion of the proceeds of the I-Bank Loan will be used by the Borrower to reimburse the Borrower for expenditures paid by it prior to the Loan Closing for Costs of the Project;

(vi) any additional items identified in Section 3(c)(vi) of Schedule A attached hereto and made part hereof;

(d) a copy of the written certification of the I-Bank to the Borrower's Trustee that the following actions shall take place simultaneously with the release and delivery of the Escrowed Documents:

(i) the authentication and delivery by Zions Bank, as trustee, of the I-Bank Bonds pursuant to Section 2.03 of the Bond Indenture (as defined in the I-Bank Loan Agreement and sometimes referred to herein as the "I-Bank Bond Indenture");

(ii) the deposits, as applicable, to the Project Fund, the Debt Service Fund, the Operating Expense Fund, the Rebate Fund and the Debt Service Reserve Fund (as defined in the I-Bank Bond Indenture) as may be required to be made pursuant to Section 2.03 of the I-Bank Bond Indenture;

(e) copies of (1) the authorizations by the New Jersey State Legislature of the expenditure of funds by the I-Bank for the I-Bank Loan, (2) the appropriations by the New Jersey State Legislature of funds in the applicable State Fund (as defined in the

Fund Loan Agreement) to the I-Bank for the Debt Service Reserve Fund, if applicable, and to the State for the Fund Loan, (3) the Governor's approval of (1) and (2) of this subsection (e), (4) the approval of the New Jersey State Legislature, by concurrent resolution, of the "Fiscal Year 2021 Financial Plan" of the I-Bank, as the same may be supplemented from time to time, (5) the award of federal funds under a fully executed State revolving fund capitalization grant agreement between the State and the United States Environmental Protection Agency pursuant to the Water Quality Act of 1987 and the Safe Drinking Water Act of 1996 and the requisite "State Match", (6) the letters of each of the Governor and the New Jersey State Treasurer, pursuant to N.J.S.A. 58:11B-4(j), approving the adoption of the resolution of the I-Bank authorizing the I-Bank Bond Indenture, (7) the "Certificate of the New Jersey State Treasurer Regarding the Approval of the I-Bank Loan and the Fund Loan" in satisfaction of the requirements of Section 9a of the Act, and (8) such other appropriations, resolutions, authorizations, consents or approvals as may be required in order to undertake and complete the Program; and

(f) a written certification of the I-Bank acknowledging receipt by the State of the Fund Loan Bond.

Failure of the Escrow Agent to so release and deliver any one of the Escrowed Documents after satisfaction of the above-mentioned conditions shall be considered a failure to release and deliver all of the Escrowed Documents.

4. Cancellation of Escrowed Documents

In the event that any of the conditions precedent to the release of the Escrowed Documents set forth in Section 3 hereof shall remain unsatisfied for any reason as of the Loan Closing or if the Escrowed Documents are not released and delivered as of the Loan Closing, the Escrow Agent shall on said date mark the Escrowed Documents "CANCELED", and shall return (1) the I-Bank Loan Bond and the Fund Loan Bond to the Borrower, (2) the I-Bank Loan Agreement to the I-Bank, and (3) the Fund Loan Agreement to the State. The I-Bank and the State hereby acknowledge that upon receipt of said agreements marked "CANCELED" the obligations of the Borrower thereunder are without effect.

5. Modifications to Loan Agreements

The I-Bank, the State and the Borrower acknowledge that, in connection with (1) the sale, issuance and delivery of the I-Bank Bonds and (2) any Fund Loans funded with the proceeds of any State Bonds (as may be defined in the Fund Loan Agreement) hereafter issued by the State, it may be necessary, subsequent to the date hereof and prior to the Loan Closing, to modify the I-Bank Loan Agreement and the Fund Loan Agreement for the purposes set forth, respectively, in Sections 2.02(p) thereof, including, without limitation, for the purpose of assuring that the interest on the I-Bank Bonds and the State Bonds is not includable in gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. In such event, the I-Bank and, if applicable, the State will make such modifications by amending Exhibit F to the I-Bank Loan Agreement and, if applicable, the Fund Loan Agreement and delivering the amended Exhibit F to the Borrower and the Escrow Agent on or prior to the Loan Closing.

Any modifications to the I-Bank Loan Agreement and the Fund Loan Agreement by amending Exhibit F thereto pursuant to this Section 5 shall not affect in any way the Borrower's covenant and agreement made in Section 2.02(f)(i) of each of the I-Bank Loan Agreement and, if applicable, the Fund Loan Agreement.

6. Liability of Escrow Agent

The Escrow Agent shall have no duties or responsibilities as Escrow Agent under this Escrow Agreement other than those expressly set forth herein, and shall have no duty to enforce any obligation of any person to perform any act. The Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, direction, certificate, opinion and advice of counsel (including counsel selected by the Escrow Agent), statement, instrument, report or other instrument or document (not only as to its due execution and the validity and effectiveness thereof, but also as to the truth and accuracy of any information therein contained) that is believed by the Escrow Agent to be genuine and to be signed by the proper person.

7. Acknowledgments and Liability of Borrower

Based upon the Borrower's execution and delivery into escrow of the I-Bank Loan Agreement and the Fund Loan Agreement in accordance with the terms hereof and further based upon the Borrower's execution, attestation and delivery of this Escrow Agreement, the Borrower has irrevocably committed to borrow (1) from the I-Bank, the I-Bank Loan Amount, pursuant to the terms and conditions of the I-Bank Loan Agreement, and (2) from the State, the Fund Loan Amount, pursuant to the terms and conditions of the Fund Loan Agreement. Notwithstanding the foregoing, the I-Bank Loan Amount and the Fund Loan Amount may only be changed subsequent to the date hereof in accordance with Section 2(a)(2) hereof.

The Borrower acknowledges (1) that the I-Bank and the State are relying upon the Borrower's execution and attestation of the Escrowed Documents and related execution, attestation and delivery of this Escrow Agreement, as well as the execution of the commitment letters set forth as Exhibit A hereto (delivered to the I-Bank and the State on the date hereof) relating to the delivery of the opinions required to close the I-Bank Loan and the Fund Loan; (2) that such reliance by the I-Bank is the basis upon which the I-Bank will determine the aggregate principal amount of, and undertake all actions necessary to issue, the I-Bank Bonds; (3) that, in consideration of (1) and (2) above, the I-Bank has tentatively scheduled the mailing of the Preliminary Official Statement for the I-Bank Bonds on or about _____, 2020, the initial publication of its Notice of Sale for the I-Bank Bonds on or about _____, 2020, and the sale of the I-Bank Bonds on or about _____, 2020; (4) that the aggregate principal amount of and the interest payable on that portion of the I-Bank Loan set forth in Exhibit A-2 to the I-Bank Loan Agreement shall be based upon and reflect, among other things, the interest rate on the I-Bank Bonds established at the sale thereof; and (5) that the I-Bank's ability to make the I-Bank Loan at the rate so established, and the State's ability to make the Fund Loan, are subject to and dependent upon the release and delivery of the Escrowed Documents pursuant to Section 3 hereof.

The Borrower agrees that, subject to the provisions of the immediately succeeding sentence, in the event the Escrow Agent shall fail to release and deliver or shall cancel the

Escrowed Documents for any reason (including, but not limited to, the failure of the Borrower to satisfy any of the preconditions to its due authorization, execution, attestation and delivery of the I-Bank Loan Bond or the Fund Loan Bond or the failure of general counsel or bond counsel to the Borrower to deliver its respective opinion required in connection with the closing of the I-Bank Loan or the Fund Loan), the Borrower shall be responsible to the I-Bank, the State and the Borrowers for any and all expenses, losses or damages, monetary and otherwise (including, but not limited to, all costs of issuance and all legal costs of the I-Bank, the State and the Borrowers incurred in connection with the I-Bank's proposed bond issue to fund the I-Bank Loan and the proposed making of the I-Bank Loan and the Fund Loan for financing a portion of the Costs of the Borrower's environmental infrastructure project), to the I-Bank, the State and the Borrowers, respectively, arising from such failure or cancellation. Notwithstanding the provisions of the immediately preceding sentence to the contrary, in the event that the Escrow Agent shall fail to release and deliver or shall cancel the Escrowed Documents and such failure or such cancellation is the result of the gross negligence or willful misconduct of the I-Bank, the Borrower shall not be responsible to the I-Bank or the State for any expenses, losses or damages, monetary or otherwise, incurred by the I-Bank or the State, respectively, and arising as a result of such failure or such cancellation, and such expenses, losses or damages, monetary or otherwise, of the I-Bank and the State, respectively, shall be the sole responsibility of the I-Bank; provided, however, that in the event of such failure or such cancellation as a result of the gross negligence or willful misconduct of the I-Bank, the Borrower shall remain responsible for its own expenses, losses or damages, monetary or otherwise (including, but not limited to, all costs of issuance and all legal costs of the Borrower incurred in connection with the I-Bank's proposed bond issue to fund the I-Bank Loan and the proposed making of the I-Bank Loan and the Fund Loan for financing a portion of the Costs of the Borrower's environmental infrastructure project). The Borrower's obligation under this paragraph shall be continuing notwithstanding such failure or cancellation by the Escrow Agent.

Notwithstanding the foregoing, nothing herein shall prevent the Borrower from pursuing any claims, including any claims the I-Bank or the State may have, against any third party for any default, cancellation or failure to perform under this Escrow Agreement; *provided*, *however*, that no such claim of the I-Bank or the State may be pursued by the Borrower without the express written consent of the I-Bank or the State, respectively, which consent shall not be unreasonably withheld.

8. Escrow Agent's Compensation

The I-Bank shall pay the Escrow Agent a total fee for the services performed under this Escrow Agreement in accordance with the terms of the Escrow Agent's proposal to the I-Bank dated March 4, 2020 and the I-Bank's Resolution 20-17 adopted on March 20, 2020 to accept such proposal, subject to the execution, attestation and delivery of this Escrow Agreement.

9. Miscellaneous I-Bank and State Requirements

(a) Covenant of Non-Collusion. The Escrow Agent warrants and represents that this Escrow Agreement has not been solicited or prepared, directly or indirectly, in a manner contrary to the laws of the State of New Jersey or the United States of America, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of this Escrow Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any federal, State or local government employee, officer or official or any special State officer as defined in N.J.S.A. 52:13D-13.

(b) Covenant Against Contingent Fees. The Escrow Agent warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Escrow Agreement upon any agreement or understanding for a commission, percentage or brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Escrow Agent for the purpose of securing business.

(c) Non-Discrimination. During the performance of this Escrow Agreement, the Escrow Agent warrants and represents that:

(i) the Escrow Agent will comply with all applicable federal, state and local anti-discrimination laws, including those found at N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 through 10:5-38, as well as all rules and regulations issued thereunder;

(ii) the Escrow Agent will comply with any applicable affirmative action program approved by the Treasurer of the State of New Jersey;

(iii) the Escrow Agent will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Escrow Agent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Escrow Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Escrow Agent shall insert a similar provision in any subcontract for performance of services within the scope of this Escrow Agreement;

(iv) the Escrow Agent will, in all solicitations or advertisements for employees placed by or on behalf of the Escrow Agent, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex; and

(v) the Escrow Agent will send to each labor union or representative of workers with which the Escrow Agent has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Escrow Agent's commitments under this Escrow Agreement, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Confidentiality. Unless otherwise specified in this Escrow Agreement, the Escrow Agent shall not publish, permit to be published, distribute, use or disclose to any person any information that the Escrow Agent acquires in the performance of this Escrow Agreement, except with the prior written consent of the I-Bank, the State, the Borrower and the Borrower's Trustee.

10. Useful Life of Project Financed with I-Bank Loan

The Borrower represents that the useful life of the Project to be financed with the I-Bank Loan, as set forth in the certificate of the Borrower's consulting engineer (in the form attached as Exhibit D hereto), exceeds the maturity date of the I-Bank Loan Bond to the I-Bank.

11. Defaults With Respect to Debt Obligations of Borrower

The Borrower represents and warrants that, since December 31, 1975 and as of the date hereof, the Borrower has not been, and is not now, in default in the payment of the principal of or interest on any of its bonds, notes or other debt obligations.

12. Amendments, Waiver and Discharge

Neither this Escrow Agreement nor any term hereof may be amended, waived, discharged or terminated except by a writing signed by each of the parties hereto.

13. Binding Effect

All of the terms of this Escrow Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective parties hereto and their respective permitted successors and assigns, whether or not so expressed; *provided*, *however*, that none of the I-Bank, the State, the Borrower, the Borrower's Trustee or the Escrow Agent may transfer, assign or pledge its respective duties, covenants, obligations and agreements hereunder without the prior written consent of each of the other parties hereto.

14. Governing Law

This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. The Escrow Agent shall, in the performance of this Escrow Agreement, comply with all New Jersey and federal laws, rules and regulations applicable to this Escrow Agreement and to the services to be provided hereunder. All contract claims under this Escrow Agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq*.).

15. Captions

Captions are used herein for convenience only, and shall not be construed as part of this Escrow Agreement.

16. Separability

Each provision of this Escrow Agreement shall be considered separable. If for any reason any provision that is not essential to the effectuation of the basic purposes hereof is determined to be invalid or contrary to existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Escrow Agreement that are valid.

17. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower and the Borrower's Trustee, if any, at the address(es) in Section 17(d) and (e), respectively, of Schedule A attached hereto and made part hereof, and to the I-Bank, the State and the Escrow Agent, at the following addresses:

(a) I-Bank:

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201
Attention: Executive Director

(b) State:

New Jersey Department of Environmental Protection
Municipal Finance and Construction Element
401 East State Street – 3rd Floor
Trenton, New Jersey 08625-0425
Attention: Assistant Director

New Jersey Department of the Treasury
Office of Public Finance
State Street Square – 5th Floor
Trenton, New Jersey 08625-0002
Attention: Director

(c) Escrow Agent:

Zions Bancorporation, National Association d/b/a Zions Bank
401 Liberty Avenue, Suite 1729
Pittsburgh, Pennsylvania 15222
Attention: Corporate Trust Department

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by giving written notice to each of the other parties hereto.

18. Certain Additional Provisions

Additional defined terms, covenants and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenants and requirements are incorporated in this Escrow Agreement by reference thereto as if set forth in full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant and requirement included in Schedule A as if the same were set forth in its entirety where reference thereto is made in this Escrow Agreement.

19. Counterparts

This Escrow Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Escrow Agreement to produce or account for more than one of such counterparts, which together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto by its duly authorized representative has executed, sealed if applicable, and delivered this Escrow Agreement on the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

THE STATE OF NEW JERSEY ACTING BY AND THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

[SEAL]

By: _____
Michele Putnam
Assistant Commissioner
Water Resource Management
Department of Environmental Protection

ATTEST:

_____
Eugene J. Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element
Department of Environmental Protection

[SEAL]

[BORROWER]

ATTEST:

_____
Authorized Officer
Title

By: _____
Authorized Officer
Title

[SEAL]

[BORROWER'S TRUSTEE], as Borrower's Trustee

ATTEST:

_____
Name
Title

By: _____
Name
Title

[SEAL]

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK, as Escrow Agent

ATTEST:

_____
Natalie Lawrence
Vice President

By: _____
Eric Mitzel
Vice President and Manager

SCHEDULE A

CERTAIN ADDITIONAL ESCROW AGREEMENT PROVISIONS

EXHIBIT A

COMMITMENT LETTERS OF BORROWER'S BOND COUNSEL AND GENERAL COUNSEL

[LETTERHEAD OF BORROWER'S BOND COUNSEL/GENERAL COUNSEL]

[Date of Escrow Closing]

New Jersey Infrastructure Bank
Lawrenceville, New Jersey 08648-2201

New Jersey Department of Environmental Protection
Trenton, New Jersey 08625

New Jersey Department of the Treasury
Trenton, New Jersey 08625

RE: [Name of Borrower]
Application for Loans from New Jersey Infrastructure Bank and State of New Jersey; State Fiscal Year 2021 New Jersey Water Bank

Ladies and Gentlemen:

In our capacity as [bond] [general] counsel to [the] [Name of Borrower] (the "Borrower"), we have reviewed (i) a copy of the authorized, executed and attested loan agreement (the "I-Bank Loan Agreement") to be delivered to the New Jersey Infrastructure Bank (the "I-Bank") and (ii) an authorized, executed, attested and authenticated revenue bond of the Borrower to be delivered to the I-Bank (the "I-Bank Loan Bond"), each exclusive of the principal and partial interest repayment schedule applicable thereto, for and evidencing a loan from the I-Bank in connection with the captioned program (the "Program"). We have also reviewed (i) a copy of the authorized, executed and attested loan agreement (the "Fund Loan Agreement", and together with the I-Bank Loan Agreement, the "Loan Agreements") to be delivered to the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), and (ii) an authorized, executed, attested and authenticated revenue bond of the Borrower to be delivered to the State (the "State Loan Bond", and together with the I-Bank Loan Bond, the "Borrower Bonds"), each exclusive of the principal repayment schedule applicable thereto, for and evidencing a loan from the State in connection with the Program. We understand that these Loan Agreements and Borrower Bonds will be placed in escrow on the date hereof and will be released from escrow in completed form and delivered to the I-Bank and the State, respectively, on the date of closing on the I-Bank's bond issue for the Program, which is estimated to occur on or about December 2, 2020 (the "Loan Closing").

We have also reviewed a copy of the Escrow Agreement dated the date hereof by and among the I-Bank, the State, the Borrower, the Borrower's Trustee, and Zions Bancorporation, National Association d/b/a Zions Bank, as Escrow Agent (the "Escrow Agreement"), which sets forth the terms and conditions upon which the Escrowed Documents (as defined in the Escrow Agreement) shall be released and delivered, or canceled.

Based upon the foregoing, we are of the opinion that the Escrow Agreement has been duly and validly authorized by the Borrower and executed, attested and delivered by the authorized officers of the Borrower; and assuming that the I-Bank, the State, the Borrower's

Trustee and the Escrow Agent each has the requisite power and authority to authorize, execute, attest and deliver, and each has duly and validly authorized, executed, attested and delivered, the Escrow Agreement, the Escrow Agreement constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be limited or modified by bankruptcy, insolvency or other laws or legal or equitable principles affecting the enforcement of creditors' rights and remedies.

In addition, based upon our review of such information, certificates of the Borrower, statutes and other matters of law as we deem relevant, we are of the opinion that, as of the date hereof, there exist on the part of the Borrower no legal impediments to the release and delivery of the Escrowed Documents at the Loan Closing pursuant to the provisions of the Escrow Agreement or to the delivery of our opinions in favor of the I-Bank and the State at such time, substantially in the forms attached hereto as Exhibit A and Exhibit B, as required by Section 2.02 of each of the I-Bank Loan Agreement and the Fund Loan Agreement, respectively.

We hereby authorize McCarter & English, LLP, acting as bond counsel to the I-Bank, and the Attorney General of the State of New Jersey, acting as general counsel to the I-Bank, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

Exhibit A to the Commitment Letter

[ATTACH (I) FORM OF I-BANK LOAN BORROWER BOND COUNSEL OPINION AND (II) FORM OF I-BANK LOAN GENERAL COUNSEL OPINION]

Note: The forms of opinion attached hereto must be consistent with the form of opinion set forth as Exhibit E to the I-Bank Loan Agreement, and may be divided between Borrower bond counsel and Borrower general counsel provided that, when the two opinions are taken together, the entire the form of opinion set forth as Exhibit E to the I-Bank Loan Agreement is rendered in full.

Exhibit B to the Commitment Letter

[ATTACH (I) FORM OF FUND LOAN BORROWER BOND COUNSEL OPINION AND (II) FORM OF FUND LOAN GENERAL COUNSEL OPINION]

Note: The forms of opinion attached hereto must be consistent with the form of opinion set forth as Exhibit E to the Fund Loan Agreement, and may be divided between Borrower bond counsel and Borrower general counsel provided that, when the two opinions are taken together, the entire the form of opinion set forth as Exhibit E to the Fund Loan Agreement is rendered in full.

EXHIBIT B

CERTIFICATE AS TO CASH ON HAND

I, [_____], an authorized representative of [NAME OF BORROWER], a [municipal] [county] [utilities authority] [sewerage authority] [political subdivision] of the State of New Jersey, located in the County of [_____], and herein referred to as the "Borrower", **HEREBY CERTIFY** that the Borrower will be able to meet the cash on hand requirement under Section 3.02(b) of the Loan Agreement by and between the Borrower and the New Jersey Infrastructure Bank dated as of December 1, 2020 (the "Loan Agreement").

IN WITNESS WHEREOF, I have hereunto set my hand on December 2, 2020.

[NAME OF BORROWER]

By:_____
Name:
Title:

EXHIBIT C-1

[RESERVED]

EXHIBIT C-2

[RESERVED]

EXHIBIT C-3

[RESERVED]

EXHIBIT D

LETTER OF CONSULTING ENGINEER

[LETTERHEAD OF CONSULTING ENGINEER]

[Date of Escrow Closing]

Re: New Jersey Infrastructure Bank
State Fiscal Year 2021 New Jersey Water Bank
Project No. [_____]

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201

Dear I-Bank Members:

I am acting as consulting engineer for [Name of Borrower] with respect to the above-referenced environmental infrastructure system project, a portion of the Costs of which is to be financed by a loan from the New Jersey Infrastructure Bank (the "I-Bank") expected to close on or about December 2, 2020 (the "Loan Closing").

As such, I am familiar with the plans and specifications of the environmental infrastructure system project, and I hereby certify that (i) the building cost of such project is a reasonable and accurate estimation thereof and (ii) the useful life of such project exceeds [twenty (20)] [thirty (30)] years from the expected date of the Loan Closing.

[NAME OF ENGINEERING FIRM]

By:_____
Name:
Title:

EXHIBIT E

[RESERVED]

EXHIBIT F

[RESERVED]

EXHIBIT G-1

CERTIFICATE REGARDING REIMBURSEMENTS

I, [_____], an authorized representative of [NAME OF BORROWER] (the "Borrower"), located in the County of [_____], New Jersey, **DO HEREBY CERTIFY** the following:

A portion of the proceeds of the loan (the "I-Bank Loan") made by the New Jersey Infrastructure Bank (the "I-Bank") to the Borrower out of the proceeds of the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds) (the "I-Bank Bonds"), in accordance with the Loan Agreement dated as of December 1, 2020 by and between the I-Bank and the Borrower (the "Loan Agreement"), will be used to reimburse the Borrower for expenditures paid prior to the date hereof for Costs of the Project (as such terms are defined in the Loan Agreement), such expenditures being more fully described in Schedule A attached hereto. With respect to such reimbursements:

(a) All allocations of the proceeds of the I-Bank Bonds and the I-Bank Loan to the reimbursement of expenditures for Costs of the Project made prior to the issuance of the I-Bank Bonds satisfy the criteria set forth in either clauses (i) or (ii) [circle one or more as applicable]:

(i) The Costs of the Project to be reimbursed were paid by the Borrower (A) subsequent to [DATE] (the date of adoption of a Declaration of Official Intent, as hereinafter defined) or (B) not more than 60 days prior to the date of adoption of the Declaration of Official Intent with equity of the Borrower as advances in anticipation of long-term tax-exempt financing by the I-Bank, as provided in a resolution declaring the Borrower's official intent in accordance with Treasury Regulations §1.150-2 (the "Declaration of Official Intent"); or

(ii) The Costs of the Project to be reimbursed were paid by the Borrower for "preliminary expenditures" (within the meaning of Treasury Regulations §1.150-2(f)(2)) including architectural, engineering, surveying, soil testing, reimbursement bond issuance and similar costs that were incurred prior to commencement of construction, rehabilitation or acquisition of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction, which do not exceed 20 percent of the issue price of the I-Bank Loan that finances the Project.

(b) On the date of the Declaration of Official Intent, in the case of reimbursements described in clause (i) of paragraph (a) above, the Borrower had a reasonable expectation (within the meaning of Treasury Regulations §1.150-2(e)) that it would reimburse the equity it advanced with the proceeds of a borrowing of debt obligations.

(c) All reimbursement allocations, other than reimbursement allocations for "preliminary expenditures" (as described in clause (ii) of paragraph (a) above), will occur not later than 18 months after the later of (i) the date on which the expenditure is paid or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

(d) No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code").

(e) The proceeds of the I-Bank Bonds used to reimburse the Borrower for Costs of the Project, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the I-Bank Bonds or another issue of debt obligations, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

(f) The Costs of the Project to be reimbursed with the proceeds of the I-Bank Bonds will be "capital expenditures" within the meaning of Treasury Regulations §1.150-1(b).

IN WITNESS WHEREOF, I have hereunto set my hand on December 2, 2020.

[NAME OF BORROWER]

By:_____
Name:
Title:

Schedule A to Exhibit G-1

[Description of Expenditures Being Reimbursed]

EXHIBIT G-2

CERTIFICATE REGARDING NO REIMBURSEMENTS

I, [_____], an authorized representative of [NAME OF BORROWER] (the "Borrower"), located in the County of [_____], New Jersey, **DO HEREBY CERTIFY** the following:

No portion of the proceeds of the loan made by the New Jersey Infrastructure Bank (the "I-Bank") to the Borrower out of the proceeds of the I-Bank's Environmental Infrastructure Bonds, Series 2020A-2 (Green Bonds), in accordance with the Loan Agreement dated as of December 1, 2020 by and between the I-Bank and the Borrower (the "Loan Agreement"), will be used to reimburse the Borrower for expenditures paid prior to the date hereof for Costs of the Project (as such terms are defined in the Loan Agreement).

IN WITNESS WHEREOF, I have hereunto set my hand on December 2, 2020.

[NAME OF BORROWER]

By:_____
Name:
Title:

ESCROW AGREEMENT

by and among

NEW JERSEY INFRASTRUCTURE BANK,

THE STATE OF NEW JERSEY,
acting by and through the New Jersey Department of Environmental Protection,

[BORROWER],

[BORROWER'S TRUSTEE],
as Borrower's Trustee

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK,
as Escrow Agent

DATED: [INSERT DATE OF ESCROW CLOSING]

IN WITNESS WHEREOF, each of the parties hereto by its duly authorized representative has executed, sealed if applicable, and delivered this Escrow Agreement on the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

THE STATE OF NEW JERSEY ACTING BY AND THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

[SEAL]

By: _____
Michele Putnam
Assistant Commissioner
Water Resource Management
Department of Environmental Protection

ATTEST:

_____
Eugene J. Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element
Department of Environmental Protection

[SEAL]

[BORROWER]

ATTEST:

_____
Authorized Officer
Title

By: _____
Authorized Officer
Title

[SEAL]

[BORROWER'S TRUSTEE], as Borrower's Trustee

ATTEST:

_____
Name
Title

By: _____
Name
Title

[SEAL]

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK, as Escrow Agent

ATTEST:

_____
Natalie Lawrence
Vice President

By: _____
Eric Mitzel
Vice President and Manager

[signature page]

SCHEDULE A

Certain Additional Escrow Agreement Provisions

Definitions: In addition to those capitalized terms defined elsewhere in this Escrow Agreement, the following capitalized terms as used in this Escrow Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Borrower" means _____, a public body corporate and politic with corporate succession, duly created and validly existing pursuant to the laws of the State of New Jersey, including without limitation, the Borrower Enabling Act, and its successors and assigns.

"Borrower Bond Resolution" means the resolution of the Borrower entitled "[_____]", adopted on [_____], as amended and supplemented from time to time, [in particular by a supplemental resolution detailing the terms of the Borrower Bond adopted on [_____] and entitled "[_____]",] pursuant to which the Borrower Bond has been issued.

"Borrower's Trustee" means _____, a [banking institution] [national banking association] duly organized and validly existing pursuant to the laws of the [State of New Jersey] [United States of America]. [There is no Borrower Trustee under the Borrower Bond Resolution, therefore, all references to Borrower Trustee herein shall be null and void.]

"Escrow Closing Date" means _____, 2020.

"Fund Loan Amount" means $_____.

"I-Bank Loan Amount" means (i) an amount sufficient to pay Costs of the Project of (A) $_____, and (B) a portion of the NJDEP Fee in the amount of $_____, plus (ii) an amount equal to the Borrower's allocable share of underwriter's discount on and certain costs of issuance of the I-Bank Bonds, plus (iii) if the I-Bank Bonds are sold with a net original issue discount, an amount equal to the Borrower's allocable share of such net original issue discount, minus (iv) if the I-Bank Bonds are sold with a net original issue premium, an amount equal to the Borrower's allocable share of such original issue premium**[**, plus (v) an amount sufficient to capitalize that portion of interest on the I-Bank Loan that is set forth in Exhibit A-2 to the I-Bank Loan Agreement through and including [DATE] [, plus [(v) (vi)] an amount sufficient to pay the interest that accrued on the short-term loan by the I-Bank to the Borrower]**]**.

"NJDEP Fee" means the loan surcharge or loan origination fee imposed by the State as a portion of the Cost of the Project of the Borrower that has been incurred for engineering and environmental services provided by the State for the Borrower in connection with, and as a condition precedent to, the inclusion of the Project of the Borrower in the State Fiscal Year 2021 New Jersey Water Bank. [*Add for Nano:* The NJDEP Fee for this Project is $0.]

Additional Provisions:

Section 3(c)(vi). [A certified copy of the executed Service Agreement.] [Reserved.]

Section 17.

(d) Borrower:

[Borrower]
[Address]
[ ]
Attention: [_____]

(e) Borrower's Trustee:

[Borrower's Trustee]
[Address]
[ ]
Attention: [_____]

[MASTER ESCROW AGREEMENT - PRIVATE FORM]

ESCROW AGREEMENT

by and among

NEW JERSEY INFRASTRUCTURE BANK,

THE STATE OF NEW JERSEY,
acting by and through the New Jersey Department of Environmental Protection,

[BORROWER],

[BORROWER'S TRUSTEE],
as Borrower's Trustee

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK,
as Escrow Agent

DATED: [INSERT DATE OF ESCROW CLOSING]

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement"), made and entered into on the Escrow Closing Date (as hereinafter defined) by and among the NEW JERSEY INFRASTRUCTURE BANK, a public body corporate and politic with corporate succession duly created and validly existing under the laws of the State of New Jersey (the "I-Bank"), THE STATE OF NEW JERSEY, acting by and through the New Jersey Department of Environmental Protection (the "State"), the BORROWER (as hereinafter defined in Schedule A hereto), the BORROWER'S TRUSTEE (as hereinafter defined in Schedule A hereto), and Zions Bancorporation, National Association d/b/a Zions Bank ("Zions Bank"), a national banking association duly organized and validly existing under the laws of the United States of America, as ESCROW AGENT (the "Escrow Agent");

WITNESSETH THAT:

WHEREAS, the Borrower is undertaking to obtain loans from both the I-Bank and the State (the "I-Bank Loan" and "Fund Loan," respectively) pursuant to the "State Fiscal Year 2021 New Jersey Water Bank" (the "Program"); and

WHEREAS, as one of the preconditions to the making of such I-Bank Loan and Fund Loan, the I-Bank and the State are requiring that the Borrower execute and attest the loan agreements required in connection with such loans, and produce validly executed, attested, and if applicable authenticated, bonds evidencing and securing such loans, prior to the I-Bank undertaking to publish the notice of sale for the bonds it intends to issue to fund the I-Bank Loan (the "I-Bank Bonds").

NOW, THEREFORE, for and in consideration of the mutual duties, covenants, obligations and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Appointment of Escrow Agent

For the purposes and subject to the terms and conditions set forth in this Escrow Agreement, the I-Bank, the State, the Borrower and the Borrower's Trustee hereby agree to the appointment of Zions Bank, as Escrow Agent, and the Escrow Agent hereby accepts such appointment. The Escrow Agent agrees to act as agent for the I-Bank, the State, the Borrower and the Borrower's Trustee and shall possess and administer the Escrowed Documents (as defined in Section 2 hereof) in accordance with the instructions set forth in this Escrow Agreement. Certain capitalized terms used herein shall have the meanings ascribed to such terms in Schedule A attached hereto and made a part hereof. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in both the I-Bank Loan Agreement and the Fund Loan Agreement (as hereinafter defined).

2. Escrowed Documents

On the date hereof, the I-Bank, the State, the Borrower and the Borrower's Trustee have jointly delivered the following documents (collectively, the "Escrowed Documents") to the Escrow Agent in the respective forms described below:

(a) a fully authorized, executed and attested loan agreement with respect to the Fund Loan by and between the State and the Borrower, which will be dated as of December 1, 2020 (the "Fund Loan Agreement"), which Fund Loan Agreement is true, accurate and complete in all respects, except for (1) Exhibit A-2 thereto with respect to the principal amount of, and the semiannual principal repayment schedule for, the Fund Loan to be made pursuant to the Fund Loan Agreement, and (2) to the extent the Borrower requests and the State and the I-Bank consent to an adjustment to the principal amount of the Fund Loan, due to an adjustment to the Costs of the Project, as requested by the Borrower and as approved by the State and the I-Bank, then also except for the principal amount of the Fund Loan and the corresponding modifications to Exhibits B and C thereto (which Exhibit A-2 and, if applicable, which Fund Loan principal amount and modified Exhibits B and C, shall be provided to the Escrow Agent by the I-Bank pursuant to Section 3 hereof);

(b) a fully authorized, executed, attested, and if applicable authenticated, bond of the Borrower to the State (the "Fund Loan Bond"), which will be dated the date of the I-Bank Loan Bond (as hereinafter defined), evidencing and securing the Fund Loan to be made by the State to the Borrower pursuant to the Fund Loan Agreement, which Fund Loan Bond has been authorized, executed and attested by the Borrower, and if applicable authenticated (but not delivered) by the Borrower's Trustee, pursuant to the provisions of the Borrower's Bond Resolution, and which Fund Loan Bond is true, accurate and complete in all respects except as to its date and, if applicable, in accordance with Section 2(a)(2) hereof, except as to its principal amount (which date and, if applicable, which Fund Loan principal amount, shall be provided to the Escrow Agent by the I-Bank and placed on the Fund Loan Bond in coordination with the Borrower and, if applicable, a representative of the Borrower's Trustee, pursuant to Section 3 hereof);

(c) a fully authorized, executed and attested loan agreement with respect to the I-Bank Loan by and between the I-Bank and the Borrower, which will be dated as of December 1, 2020 (the "I-Bank Loan Agreement"), which I-Bank Loan Agreement is true, accurate and complete in all respects, except for Exhibit A-2 thereto with respect to the principal amount of, and the I-Bank Bond Loan Repayments (as defined in the I-Bank Loan Agreement) schedule for, the I-Bank Loan to be made pursuant to said I-Bank Loan Agreement and, if applicable in accordance with Section 2(a)(2) hereof, except for the principal amount of the I-Bank Loan and the corresponding modifications to Exhibits B and C thereto (which Exhibit A-2 (including the I-Bank Loan principal amount) and Exhibits B and C thereto, if applicable, shall be provided to the Escrow Agent by the I-Bank pursuant to Section 3 hereof);

(d) a fully authorized, executed, attested, and if applicable authenticated, bond of the Borrower to the I-Bank (the "I-Bank Loan Bond"), which will be dated the dated date of the I-Bank Bonds, evidencing and securing the I-Bank Loan to be made by the I-Bank to the Borrower pursuant to the I-Bank Loan Agreement, which I-Bank Loan Bond has been so authorized, executed and attested by the Borrower, and if applicable authenticated (but not delivered) by the Borrower's Trustee pursuant to the Borrower's Bond Resolution, and which I-Bank Loan Bond is true, accurate and complete in all respects except as to its date, principal amount and I-Bank Bond Loan Repayments schedule (which date, amount and schedule shall be provided to the Escrow Agent by the I-Bank and placed on the I-Bank Loan Bond in coordination with the Borrower and, if applicable, a representative of the Borrower's Trustee, pursuant to Section 3 hereof);

(e) an opinion of each of the Borrower's bond and general counsel with respect to the Fund Loan and an opinion of each of the Borrower's bond and general counsel with respect to the I-Bank Loan, which opinions shall each be in substantially similar form to the opinions set forth in Exhibit A hereto;

(f) each of the following forms, complete and fully executed as required by the respective terms thereof: (1) a "Federal Funds Accountability and Transparency Act Form" in the form required and provided by the New Jersey Department of Environmental Protection (the "Department"); (2) a "Clean Water Benefits Reporting Form" or a "DWSRF Project and Benefits Reporting Form", as applicable, each in the form required and provided by the Department; (3) a "Certification Regarding Asset Management Plan" or a "Certification Regarding Fiscal Sustainability Plan", as applicable, in the form included in Exhibit G to each of the I-Bank Loan Agreement and Fund Loan Agreement; and (4) Internal Revenue Service Form W-9; and

(g) the certificate of the Borrower's consulting engineer (in the form attached as Exhibit D hereto), stating that the useful life of the Project to be financed with the I-Bank Loan exceeds the maturity date of the I-Bank Loan Bond to the I-Bank.

The Escrow Agent shall hold the Escrowed Documents for release and delivery, or cancellation, pursuant to the terms and conditions of this Escrow Agreement. Notwithstanding any provision of this Escrow Agreement to the contrary, the parties hereto hereby acknowledge and agree that bond counsel to the I-Bank may provide logistical assistance to the Escrow Agent

with respect to the retention and the management of some or all of the Escrowed Documents until the release and delivery thereof by the Escrow Agent, or cancellation, pursuant to the terms and conditions of this Escrow Agreement.

3. Release of Escrowed Documents

On December 2, 2020 at 9:30 a.m. at the office of bond counsel to the I-Bank, or such other date or time that may be determined by an Authorized Officer of the I-Bank, following consultation with the State, and of which the Escrow Agent and the Borrower are notified in writing by the I-Bank (the "Loan Closing"), the Escrow Agent shall (1) release the Escrowed Documents from escrow and (2) simultaneously with the closing of the I-Bank Bonds, deliver (A) to the I-Bank, the I-Bank Loan Agreement and the I-Bank Loan Bond, and (B) to the State, the Fund Loan Agreement and the Fund Loan Bond, such release and delivery being subject *only* to receipt by the Escrow Agent of all of the following items as conditions precedent thereto:

(a) Exhibit A-2 to each of the I-Bank Loan Agreement (which shall include the insertion of the principal amount of the I-Bank Loan) and the Fund Loan Agreement (which shall include the insertion of the principal amount of the Fund Loan), each completed in its entirety and if applicable in accordance with Section 2(a)(2) hereof, the revised I-Bank Loan and Fund Loan principal amounts and the corresponding changes to Exhibits B and C thereto;

(b) a written certification of the I-Bank setting forth (1) the date, principal amount and I-Bank Bond Loan Repayments schedule for the I-Bank Loan Bond necessary to complete in its entirety the I-Bank Loan Bond, which date, amount and schedule shall be placed upon the I-Bank Loan Bond in coordination with the Borrower and, if applicable, a representative of the Borrower's Trustee, while the I-Bank Loan Bond is held in escrow by the Escrow Agent, (2) the date and, if applicable in accordance with Section 2(a)(2) hereof, the principal amount for the Fund Loan Bond necessary to complete in its entirety the Fund Loan Bond, which date and if applicable, amount shall be placed upon the Fund Loan Bond in coordination with the Borrower and, if applicable, a representative of the Borrower's Trustee, while the Fund Loan Bond is held in escrow by the Escrow Agent, and (3) a determination by the I-Bank as to which series of I-Bank Bonds will finance the I-Bank Loan;

(c) a written certification of the I-Bank acknowledging receipt by the I-Bank of the following:

(i) the opinions of bond and general counsels to the Borrower and, if applicable, the certificates of the Borrower with respect to liability insurance coverage, as required under Section 3.06(d) of the I-Bank Loan Agreement and Section 3.06(c) of the Fund Loan Agreement;

(ii) copies of those resolutions finally adopted by the governing body of the Borrower and requested by the I-Bank and/or the State, including, without limitation, (A) the resolution of the Borrower authorizing the execution, attestation and delivery of the I-Bank Loan Agreement, the Fund Loan Agreement and this Escrow

Agreement, (B) the Borrower's Bond Resolution, as amended and supplemented as of the date of the Loan Closing, authorizing the execution, attestation, sale and delivery of the I-Bank Loan Bond to the I-Bank and the Fund Loan Bond to the State, (C) the resolution of the Borrower, if any, confirming the details of the sale of the I-Bank Loan Bond to the I-Bank and the Fund Loan Bond to the State, (D) the resolution of the New Jersey Board of Public Utilities (the "BPU") approving the issuance by the Borrower of the I-Bank Loan Bond to the I-Bank and the Fund Loan Bond to the State and setting forth any other approvals required therefor by the BPU, and (E) any other Proceedings;

(iii) a certificate of the Borrower in the form attached as Exhibit B hereto stating to the satisfaction of the I-Bank that the Borrower will be able to meet the cash-on-hand requirement under Section 3.02(b) of the I-Bank Loan Agreement prior to the first anticipated disbursement of proceeds of the I-Bank Loan;

(iv) the I-Bank Loan Bond;

(v) a certificate of the Borrower either (A) in the form attached as Exhibit G-1 hereto stating to the satisfaction of the I-Bank that (i) the Borrower will use a portion of the proceeds of the I-Bank Loan to reimburse the Borrower for expenditures paid by it prior to the Loan Closing for Costs of the Project, and (ii) such reimbursements comply with the various provisions of the Treasury Regulations as defined and set forth therein, or (B) in the form attached as Exhibit G-2 hereto stating to the satisfaction of the I-Bank that no portion of the proceeds of the I-Bank Loan will be used by the Borrower to reimburse the Borrower for expenditures paid by it prior to the Loan Closing for Costs of the Project;

(vi) any additional items identified in Section 3(c)(vi) of Schedule A attached hereto and made part hereof;

(d) a copy of the written certification of the I-Bank to the Borrower's Trustee that the following actions shall take place simultaneously with the release and delivery of the Escrowed Documents:

(i) the authentication and delivery by Zions Bank, as trustee, of the I-Bank Bonds pursuant to Section 2.03 of the Bond Indenture (as defined in the I-Bank Loan Agreement and sometimes referred to herein as the "I-Bank Bond Indenture");

(ii) the deposits, as applicable, to the Project Fund, the Debt Service Fund, the Operating Expense Fund, the Rebate Fund and the Debt Service Reserve Fund (as defined in the I-Bank Bond Indenture) as may be required to be made pursuant to Section 2.03 of the I-Bank Bond Indenture;

(e) copies of (1) the authorizations by the New Jersey State Legislature of the expenditure of funds by the I-Bank for the I-Bank Loan, (2) the appropriations by the New Jersey State Legislature of funds in the applicable State Fund (as defined in the Fund Loan Agreement) to the I-Bank for the Debt Service Reserve Fund, if applicable, and to the State for the Fund Loan, (3) the Governor's approval of (1) and (2) of this subsection (e), (4) the approval of the New Jersey State Legislature, by concurrent

resolution, of the "Fiscal Year 2021 Financial Plan" of the I-Bank, as the same may be supplemented from time to time, (5) the award of federal funds under a fully executed State revolving fund capitalization grant agreement between the State and the United States Environmental Protection Agency pursuant to the Water Quality Act of 1987 and the Safe Drinking Water Act of 1996 and the requisite "State Match", (6) the letters of each of the Governor and the New Jersey State Treasurer, pursuant to N.J.S.A. 58:11B-4(j), approving the adoption of the resolution of the I-Bank authorizing the I-Bank Bond Indenture, (7) the "Certificate of the New Jersey State Treasurer Regarding the Approval of the I-Bank Loan and the Fund Loan" in satisfaction of the requirements of Section 9a of the Act, and (8) such other appropriations, resolutions, authorizations, consents or approvals as may be required in order to undertake and complete the Program; and

(f) a written certification of the I-Bank acknowledging receipt by the State of the Fund Loan Bond.

Failure of the Escrow Agent to so release and deliver any one of the Escrowed Documents after satisfaction of the above-mentioned conditions shall be considered a failure to release and deliver all of the Escrowed Documents.

4. Cancellation of Escrowed Documents

In the event that any of the conditions precedent to the release of the Escrowed Documents set forth in Section 3 hereof shall remain unsatisfied for any reason as of the Loan Closing or if the Escrowed Documents are not released and delivered as of the Loan Closing, the Escrow Agent shall on said date mark the Escrowed Documents "CANCELED", and shall return (1) the I-Bank Loan Bond and the Fund Loan Bond to the Borrower, (2) the I-Bank Loan Agreement to the I-Bank, and (3) the Fund Loan Agreement to the State. The I-Bank and the State hereby acknowledge that upon receipt of said agreements marked "CANCELED" the obligations of the Borrower thereunder are without effect.

5. Modifications to Loan Agreements

The I-Bank, the State and the Borrower acknowledge that, in connection with (1) the sale, issuance and delivery of the I-Bank Bonds and (2) any Fund Loans funded with the proceeds of any State Bonds (as may be defined in the Fund Loan Agreement) hereafter issued by the State, it may be necessary, subsequent to the date hereof and prior to the Loan Closing, to modify the I-Bank Loan Agreement and the Fund Loan Agreement for the purposes set forth, respectively, in Sections 2.02(p) thereof, including, without limitation, for the purpose of assuring that the interest on the I-Bank Bonds and the State Bonds is not includable in gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder. In such event, the I-Bank and, if applicable, the State will make such modifications by amending Exhibit F to the I-Bank Loan Agreement and, if applicable, the Fund Loan Agreement and delivering the amended Exhibit F to the Borrower and the Escrow Agent on or prior to the Loan Closing.

Any modifications to the I-Bank Loan Agreement and the Fund Loan Agreement by amending Exhibit F thereto pursuant to this Section 5 shall not affect in any way the Borrower's covenant and agreement made in Section 2.02(f)(i) of each of the I-Bank Loan Agreement and, if applicable, the Fund Loan Agreement.

6. Liability of Escrow Agent

The Escrow Agent shall have no duties or responsibilities as Escrow Agent under this Escrow Agreement other than those expressly set forth herein, and shall have no duty to enforce any obligation of any person to perform any act. The Escrow Agent may rely conclusively and shall be protected in acting upon any order, notice, demand, direction, certificate, opinion and advice of counsel (including counsel selected by the Escrow Agent), statement, instrument, report or other instrument or document (not only as to its due execution and the validity and effectiveness thereof, but also as to the truth and accuracy of any information therein contained) that is believed by the Escrow Agent to be genuine and to be signed by the proper person.

7. Acknowledgments and Liability of Borrower

Based upon the Borrower's execution and delivery into escrow of the I-Bank Loan Agreement and the Fund Loan Agreement in accordance with the terms hereof and further based upon the Borrower's execution, attestation and delivery of this Escrow Agreement, the Borrower has irrevocably committed to borrow (1) from the I-Bank, the I-Bank Loan Amount, pursuant to the terms and conditions of the I-Bank Loan Agreement, and (2) from the State, the Fund Loan Amount, pursuant to the terms and conditions of the Fund Loan Agreement. Notwithstanding the foregoing, the I-Bank Loan Amount and the Fund Loan Amount may only be changed subsequent to the date hereof in accordance with Section 2(a)(2) hereof.

The Borrower acknowledges (1) that the I-Bank and the State are relying upon the Borrower's execution and attestation of the Escrowed Documents and related execution, attestation and delivery of this Escrow Agreement, as well as the execution of the commitment letters set forth as Exhibit A hereto (delivered to the I-Bank and the State on the date hereof) relating to the delivery of the opinions required to close the I-Bank Loan and the Fund Loan; (2) that such reliance by the I-Bank is the basis upon which the I-Bank will determine the aggregate principal amount of, and undertake all actions necessary to issue, the I-Bank Bonds; (3) that, in consideration of (1) and (2) above, the I-Bank has tentatively scheduled the mailing of the Preliminary Official Statement for the I-Bank Bonds on or about _____, 2020, the initial publication of its Notice of Sale for the I-Bank Bonds on or about _____, 2020, and the sale of the I-Bank Bonds on or about _____, 2020, (4) that the aggregate principal amount of and the interest payable on that portion of the I-Bank Loan set forth in Exhibit A-2 to the I-Bank Loan Agreement shall be based upon and reflect, among other things, the interest rate on the I-Bank Bonds established at the sale thereof; and (5) that the I-Bank's ability to make the I-Bank Loan at the rate so established, and the State's ability to make the Fund Loan, are subject to and dependent upon the release and delivery of the Escrowed Documents pursuant to Section 3 hereof.

The Borrower agrees that, subject to the provisions of the immediately succeeding sentence, in the event the Escrow Agent shall fail to release and deliver or shall cancel the

Escrowed Documents for any reason (including, but not limited to, the failure of the Borrower to satisfy any of the preconditions to its due authorization, execution, attestation and delivery of the I-Bank Loan Bond or the Fund Loan Bond or the failure of general counsel or bond counsel to the Borrower to deliver its respective opinion required in connection with the closing of the I-Bank Loan or the Fund Loan), the Borrower shall be responsible to the I-Bank, the State and the Borrowers for any and all expenses, losses or damages, monetary and otherwise (including, but not limited to, all costs of issuance and all legal costs of the I-Bank, the State and the Borrowers incurred in connection with the I-Bank's proposed bond issue to fund the I-Bank Loan and the proposed making of the I-Bank Loan and the Fund Loan for financing a portion of the Costs of the Borrower's environmental infrastructure project), to the I-Bank, the State and the Borrowers, respectively, arising from such failure or cancellation. Notwithstanding the provisions of the immediately preceding sentence to the contrary, in the event that the Escrow Agent shall fail to release and deliver or shall cancel the Escrowed Documents and such failure or such cancellation is the result of the gross negligence or willful misconduct of the I-Bank, the Borrower shall not be responsible to the I-Bank or the State for any expenses, losses or damages, monetary or otherwise, incurred by the I-Bank or the State, respectively, and arising as a result of such failure or such cancellation, and such expenses, losses or damages, monetary or otherwise, of the I-Bank and the State, respectively, shall be the sole responsibility of the I-Bank; provided, however, that in the event of such failure or such cancellation as a result of the gross negligence or willful misconduct of the I-Bank, the Borrower shall remain responsible for its own expenses, losses or damages, monetary or otherwise (including, but not limited to, all costs of issuance and all legal costs of the Borrower incurred in connection with the I-Bank's proposed bond issue to fund the I-Bank Loan and the proposed making of the I-Bank Loan and the Fund Loan for financing a portion of the Costs of the Borrower's environmental infrastructure project). The Borrower's obligation under this paragraph shall be continuing notwithstanding such failure or cancellation by the Escrow Agent.

Notwithstanding the foregoing, nothing herein shall prevent the Borrower from pursuing any claims, including any claims the I-Bank or the State may have, against any third party for any default, cancellation or failure to perform under this Escrow Agreement; *provided*, *however*, that no such claim of the I-Bank or the State may be pursued by the Borrower without the express written consent of the I-Bank or the State, respectively, which consent shall not be unreasonably withheld.

8. Escrow Agent's Compensation

The I-Bank shall pay the Escrow Agent a total fee for the services performed under this Escrow Agreement in accordance with the terms of the Escrow Agent's proposal to the I-Bank dated March 4, 2020 and the I-Bank's Resolution 20-17 adopted on March 20, 2020 to accept such proposal, subject to the execution, attestation and delivery of this Escrow Agreement.

9. Miscellaneous I-Bank and State Requirements

(a) Covenant of Non-Collusion. The Escrow Agent warrants and represents that this Escrow Agreement has not been solicited or prepared, directly or indirectly, in a manner contrary to the laws of the State of New Jersey or the United States of America, and that said laws have not been violated and shall not be violated as they relate to the

procurement or the performance of this Escrow Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any federal, State or local government employee, officer or official or any special State officer as defined in N.J.S.A. 52:13D-13.

(b) Covenant Against Contingent Fees. The Escrow Agent warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Escrow Agreement upon any agreement or understanding for a commission, percentage or brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Escrow Agent for the purpose of securing business.

(c) Non-Discrimination. During the performance of this Escrow Agreement, the Escrow Agent warrants and represents that:

(i) the Escrow Agent will comply with all applicable federal, state and local anti-discrimination laws, including those found at N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 through 10:5-38, as well as all rules and regulations issued thereunder;

(ii) the Escrow Agent will comply with any applicable affirmative action program approved by the Treasurer of the State of New Jersey;

(iii) the Escrow Agent will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Escrow Agent will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Escrow Agent agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Escrow Agent shall insert a similar provision in any subcontract for performance of services within the scope of this Escrow Agreement;

(iv) the Escrow Agent will, in all solicitations or advertisements for employees placed by or on behalf of the Escrow Agent, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex; and

(v) the Escrow Agent will send to each labor union or representative of workers with which the Escrow Agent has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Escrow Agent's commitments under this Escrow Agreement, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Confidentiality. Unless otherwise specified in this Escrow Agreement, the Escrow Agent shall not publish, permit to be published, distribute, use or disclose to any person any information that the Escrow Agent acquires in the performance of this Escrow Agreement, except with the prior written consent of the I-Bank, the State, the Borrower and the Borrower's Trustee.

10. Useful Life of Project Financed with I-Bank Loan

The Borrower represents that the useful life of the Project to be financed with the I-Bank Loan, as set forth in the certificate of the Borrower's consulting engineer (in the form attached as Exhibit D hereto), exceeds the maturity date of the I-Bank Loan Bond to the I-Bank.

11. Defaults With Respect to Debt Obligations of Borrower

The Borrower represents and warrants that, since December 31, 1975 and as of the date hereof, the Borrower has not been, and is not now, in default in the payment of the principal of or interest on any of its bonds, notes or other debt obligations.

12. Amendments, Waiver and Discharge

Neither this Escrow Agreement nor any term hereof may be amended, waived, discharged or terminated except by a writing signed by each of the parties hereto.

13. Binding Effect

All of the terms of this Escrow Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective parties hereto and their respective permitted successors and assigns, whether or not so expressed; *provided*, *however*, that none of the I-Bank, the State, the Borrower, the Borrower's Trustee or the Escrow Agent may transfer, assign or pledge its respective duties, covenants, obligations and agreements hereunder without the prior written consent of each of the other parties hereto.

14. Governing Law

This Escrow Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey. The Escrow Agent shall, in the performance of this Escrow Agreement, comply with all New Jersey and federal laws, rules and regulations applicable to this Escrow Agreement and to the services to be provided hereunder. All contract claims under this Escrow Agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq*.).

15. Captions

Captions are used herein for convenience only, and shall not be construed as part of this Escrow Agreement.

16. Separability

Each provision of this Escrow Agreement shall be considered separable. If for any reason any provision that is not essential to the effectuation of the basic purposes hereof is determined to be invalid or contrary to existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Escrow Agreement that are valid.

17. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Borrower and the Borrower's Trustee, if any, at the address(es) in Section 17(d) and (e), respectively, of Schedule A attached hereto and made part hereof, and to the I-Bank, the State and the Escrow Agent, at the following addresses:

(a) I-Bank:

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201
Attention: Executive Director

(b) State:

New Jersey Department of Environmental Protection
Municipal Finance and Construction Element
401 East State Street – 3rd Floor
Trenton, New Jersey 08625-0425
Attention: Assistant Director

New Jersey Department of the Treasury
Office of Public Finance
State Street Square – 5th Floor
Trenton, New Jersey 08625-0002
Attention: Director

(c) Escrow Agent:

Zions Bancorporation, National Association d/b/a Zions Bank
401 Liberty Avenue, Suite 1729
Pittsburgh, Pennsylvania 15222
Attention: Corporate Trust Department

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by giving written notice to each of the other parties hereto.

18. Certain Additional Provisions

Additional defined terms, covenants and requirements have been included in Schedule A attached hereto and made a part hereof. Such additional defined terms, covenants and requirements are incorporated in this Escrow Agreement by reference thereto as if set forth in full herein and the Borrower hereby agrees to observe and comply with each such additional term, covenant and requirement included in Schedule A as if the same were set forth in its entirety where reference thereto is made in this Escrow Agreement.

19. Counterparts

This Escrow Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Escrow Agreement to produce or account for more than one of such counterparts, which together shall constitute but one and the same agreement.

IN WITNESS WHEREOF, each of the parties hereto by its duly authorized representative has executed, sealed if applicable, and delivered this Escrow Agreement on the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

THE STATE OF NEW JERSEY ACTING BY AND THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

[SEAL]

By: _____
Michele Putnam
Assistant Commissioner
Water Resource Management
Department of Environmental Protection

ATTEST:

_____
Eugene G. Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element
Department of Environmental Protection

[SEAL]

[BORROWER]

ATTEST:

_____
Authorized Officer
Title

By: _____
Authorized Officer
Title

[SEAL]

[BORROWER'S TRUSTEE], as Borrower's Trustee

ATTEST:

_____
Name
Title

By: _____
Name
Title

[SEAL]

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK, as Escrow Agent

ATTEST:

_____
Natalie Lawrence
Vice President

By: _____
Eric Mitzel
Vice President and Manager

SCHEDULE A

CERTAIN ADDITIONAL ESCROW AGREEMENT PROVISIONS

EXHIBIT A

COMMITMENT LETTERS OF BORROWER'S BOND COUNSEL AND GENERAL COUNSEL

[LETTERHEAD OF BORROWER'S BOND COUNSEL/GENERAL COUNSEL]

[Date of Escrow Closing]

New Jersey Infrastructure Bank
Lawrenceville, New Jersey 08648-2201

New Jersey Department of Environmental Protection
Trenton, New Jersey 08625

New Jersey Department of the Treasury
Trenton, New Jersey 08625

RE: [Name of Borrower]
Application for Loans from New Jersey Infrastructure Bank and State of New Jersey; State Fiscal Year 2021 New Jersey Water Bank

Ladies and Gentlemen:

In our capacity as [bond] [general] counsel to the [Name of Borrower] (the "Borrower"), we have reviewed (i) a copy of the authorized, executed and attested loan agreement (the "I-Bank Loan Agreement") to be delivered to the New Jersey Infrastructure Bank (the "I-Bank") and (ii) an authorized, executed, attested, and if applicable authenticated, revenue bond of the Borrower to be delivered to the I-Bank (the "I-Bank Loan Bond"), each exclusive of the principal and partial interest repayment schedule applicable thereto, for and evidencing a loan from the I-Bank in connection with the captioned program (the "Program"). We have also reviewed (i) a copy of the authorized, executed and attested loan agreement (the "Fund Loan Agreement", and together with the I-Bank Loan Agreement, the "Loan Agreements") to be delivered to the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection (the "State"), and (ii) an authorized, executed, attested, and if applicable authenticated, revenue bond of the Borrower to be delivered to the State (the "State Loan Bond", and together with the I-Bank Loan Bond, the "Borrower Bonds"), each exclusive of the principal repayment schedule applicable thereto, for and evidencing a loan from the State in connection with the Program. We understand that these Loan Agreements and Borrower Bonds will be placed in escrow on the date hereof and will be released from escrow in completed form and delivered to the I-Bank and the State, respectively, on the date of closing on the I-Bank's bond issue for the Program, which is estimated to occur on or about December 2, 2020 (the "Loan Closing").

We have also reviewed a copy of the Escrow Agreement dated the date hereof by and among the I-Bank, the State, the Borrower, the Borrower's Trustee, and Zions Bancorporation, National Association d/b/a Zions Bank, as Escrow Agent (the "Escrow Agreement"), which sets forth the terms and conditions upon which the Escrowed Documents (as defined in the Escrow Agreement) shall be released and delivered, or canceled.

Based upon the foregoing, we are of the opinion that the Escrow Agreement has been duly and validly authorized by the Borrower and executed, attested and delivered by the authorized officers of the Borrower; and assuming that the I-Bank, the State, the Borrower's

Trustee and the Escrow Agent each has the requisite power and authority to authorize, execute, attest and deliver, and each has duly and validly authorized, executed, attested and delivered, the Escrow Agreement, the Escrow Agreement constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be limited or modified by bankruptcy, insolvency or other laws or legal or equitable principles affecting the enforcement of creditors' rights and remedies.

In addition, based upon our review of such information, certificates of the Borrower, statutes and other matters of law as we deem relevant, we are of the opinion that, as of the date hereof, there exist on the part of the Borrower no legal impediments to the release and delivery of the Escrowed Documents at the Loan Closing pursuant to the provisions of the Escrow Agreement or to the delivery of our opinions in favor of the I-Bank and the State at such time, substantially in the forms attached hereto as Exhibit A and Exhibit B, as required by Section 2.02 of each of the I-Bank Loan Agreement and the Fund Loan Agreement, respectively.

We hereby authorize McCarter & English, LLP, acting as bond counsel to the I-Bank, and the Attorney General of the State of New Jersey, acting as general counsel to the I-Bank, to rely on this opinion as if we had addressed this opinion to them in addition to you.

Very truly yours,

Exhibit A to the Commitment Letter

[ATTACH (I) FORM OF I-BANK LOAN BORROWER BOND COUNSEL OPINION AND (II) FORM OF I-BANK LOAN GENERAL COUNSEL OPINION]

Note: The forms of opinion attached hereto must be consistent with the form of opinion set forth as Exhibit E to the I-Bank Loan Agreement, and may be divided between Borrower bond counsel and Borrower general counsel provided that, when the two opinions are taken together, the entire the form of opinion set forth as Exhibit E to the I-Bank Loan Agreement is rendered in full.

Exhibit B to the Commitment Letter

[ATTACH (I) FORM OF FUND LOAN BORROWER BOND COUNSEL OPINION AND (II) FORM OF FUND LOAN GENERAL COUNSEL OPINION]

Note: The forms of opinion attached hereto must be consistent with the form of opinion set forth as Exhibit E to the Fund Loan Agreement, and may be divided between Borrower bond counsel and Borrower general counsel provided that, when the two opinions are taken together, the entire the form of opinion set forth as Exhibit E to the Fund Loan Agreement is rendered in full.

EXHIBIT B

CERTIFICATE AS TO CASH ON HAND

I, [_____], an authorized representative of [NAME OF BORROWER] (the "Borrower"), a corporation of the State of New Jersey, **HEREBY CERTIFY** that the Borrower will be able to meet the cash on hand requirement under Section 3.02(b) of the Loan Agreement by and between the Borrower and the New Jersey Infrastructure Bank dated as of December 1, 2020 (the "Loan Agreement").

IN WITNESS WHEREOF, I have hereunto set my hand on December 2, 2020.

[NAME OF BORROWER]

By:_____
Name:
Title:

EXHIBIT C-1

[RESERVED]

EXHIBIT C-2

[RESERVED]

EXHIBIT C-3

[RESERVED]

EXHIBIT D

LETTER OF CONSULTING ENGINEER

[LETTERHEAD OF CONSULTING ENGINEER]

[Date of Escrow Closing]

Re: New Jersey Infrastructure Bank
State Fiscal Year 2021 New Jersey Water Bank
Project No. [_____]

New Jersey Infrastructure Bank
3131 Princeton Pike
Building 4, Suite 216
Lawrenceville, New Jersey 08648-2201

Dear I-Bank Members:

I am acting as consulting engineer for [Name of Borrower] with respect to the above-referenced environmental infrastructure system project, a portion of the Costs of which is to be financed by a loan from the New Jersey Infrastructure Bank (the "I-Bank") expected to close on or about December 2, 2020 (the "Loan Closing").

As such, I am familiar with the plans and specifications of the environmental infrastructure system project, and I hereby certify that (i) the building cost of such project is a reasonable and accurate estimation thereof and (ii) the useful life of such project exceeds [twenty (20)] [thirty (30)] years from the expected date of the Loan Closing.

[NAME OF ENGINEERING FIRM]

By:_____
Name:
Title:

EXHIBIT E

[RESERVED]

EXHIBIT F

[RESERVED]

EXHIBIT G-1

CERTIFICATE REGARDING REIMBURSEMENTS

I, [_____], an authorized representative of [NAME OF BORROWER] (the "Borrower"), a corporation of the State of New Jersey, **DO HEREBY CERTIFY** the following:

A portion of the proceeds of the loan (the "I-Bank Loan") made by the New Jersey Infrastructure Bank (the "I-Bank") to the Borrower out of the proceeds of the I-Bank's Environmental Infrastructure Bonds, Series 2020B-1 (Green Bonds) (the "I-Bank Bonds"), in accordance with the Loan Agreement dated as of December 1, 2020 by and between the I-Bank and the Borrower (the "Loan Agreement"), will be used to reimburse the Borrower for expenditures paid prior to the date hereof for Costs of the Project (as such terms are defined in the Loan Agreement), such expenditures being more fully described in Schedule A attached hereto. With respect to such reimbursements:

(a) All allocations of the proceeds of the I-Bank Bonds and the I-Bank Loan to the reimbursement of expenditures for Costs of the Project made prior to the issuance of the I-Bank Bonds satisfy the criteria set forth in either clauses (i) or (ii) [circle one or more as applicable]:

(i) The Costs of the Project to be reimbursed were paid by the Borrower (A) subsequent to [DATE] (the date of adoption of a Declaration of Official Intent, as hereinafter defined) or (B) not more than 60 days prior to the date of adoption of the Declaration of Official Intent with equity of the Borrower as advances in anticipation of long-term tax-exempt financing by the I-Bank, as provided in the I-Bank certification declaring its official intent in accordance with Treasury Regulations §1.150-2 (the "Declaration of Official Intent"); or

(ii) The Costs of the Project to be reimbursed were paid by the Borrower for "preliminary expenditures" (within the meaning of Treasury Regulations §1.150-2(f)(2)) including architectural, engineering, surveying, soil testing, reimbursement bond issuance and similar costs that were incurred prior to commencement of construction, rehabilitation or acquisition of the Project, other than land acquisition, site preparation and similar costs incident to commencement of construction, which do not exceed 20 percent of the issue price of the I-Bank Loan that finances the Project.

(b) All reimbursement allocations, other than reimbursement allocations for "preliminary expenditures" (as described in clause (ii) of paragraph (a) above), will occur not later than 18 months after the later of (i) the date on which the expenditure is paid or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

(c) No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Internal Revenue Code of 1986, as amended (the "Code").

(c) The proceeds of the I-Bank Bonds used to reimburse the Borrower for Costs of the Project, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the I-Bank Bonds or another issue of debt obligations, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

(e) The Costs of the Project to be reimbursed with the proceeds of the I-Bank Bonds will be "capital expenditures" within the meaning of Treasury Regulations §1.150-1(b).

IN WITNESS WHEREOF, I have hereunto set my hand on December 2, 2020.

[NAME OF BORROWER]

By:_____
Name:
Title:

Schedule A to Exhibit G-1

[Description of Expenditures Being Reimbursed]

EXHIBIT G-2

CERTIFICATE REGARDING NO REIMBURSEMENTS

I, [_____], an authorized representative of [NAME OF BORROWER] (the "Borrower"), a corporation of the State of New Jersey, **HEREBY CERTIFY** the following:

No portion of the proceeds of the loan made by the New Jersey Infrastructure Bank (the "I-Bank") to the Borrower out of the proceeds of the I-Bank's Environmental Infrastructure Bonds, Series 2020B-1 (Green Bonds), in accordance with the Loan Agreement dated as of December 1, 2020 by and between the I-Bank and the Borrower (the "Loan Agreement"), will be used to reimburse the Borrower for expenditures paid prior to the date hereof for Costs of the Project (as such terms are defined in the Loan Agreement).

IN WITNESS WHEREOF, I have hereunto set my hand on December 2, 2020.

[NAME OF BORROWER]

By:_____
Name:
Title:

ESCROW AGREEMENT

by and among

NEW JERSEY INFRASTRUCTURE BANK,

THE STATE OF NEW JERSEY,
acting by and through the New Jersey Department of Environmental Protection,

[BORROWER],

[BORROWER'S TRUSTEE],
as Borrower's Trustee

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK,
as Escrow Agent

DATED: [INSERT DATE OF ESCROW CLOSING]

IN WITNESS WHEREOF, each of the parties hereto by its duly authorized representative has executed, sealed if applicable, and delivered this Escrow Agreement on the date first above written.

NEW JERSEY INFRASTRUCTURE BANK

[SEAL]

By: _____
Mark Longo
Secretary

ATTEST:

_____
David E. Zimmer
Assistant Secretary

THE STATE OF NEW JERSEY ACTING BY AND THROUGH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

[SEAL]

By: _____
Michele Putnam
Assistant Commissioner
Water Resource Management
Department of Environmental Protection

ATTEST:

_____
Eugene G. Chebra, P.E.
Assistant Director
Municipal Finance and Construction Element
Department of Environmental Protection

[SEAL]

[BORROWER]

ATTEST:

_____
Authorized Officer
Title

By: _____
Authorized Officer
Title

[SEAL]

[BORROWER'S TRUSTEE], as Borrower's Trustee

ATTEST:

_____
Name
Title

By: _____
Name
Title

[SEAL]

ZIONS BANCORPORATION, NATIONAL ASSOCIATION d/b/a ZIONS BANK, as Escrow Agent

ATTEST:

_____
Natalie Lawrence
Vice President

By: _____
Eric Mitzel
Vice President and Manager

[signature page]

SCHEDULE A

Certain Additional Escrow Agreement Provisions

Definitions: In addition to those capitalized terms defined elsewhere in this Escrow Agreement, the following capitalized terms as used in this Escrow Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Borrower" means _____, a corporation duly created and validly existing pursuant to the laws of the State of New Jersey, and its successors and assigns.

"Borrower Bond Resolution" means [a resolution] [an indenture] of the Borrower entitled "[_____]", [adopted by the Borrower on] [dated as of] [_____], as amended and supplemented.

"Borrower's Trustee" means_____, a [banking institution] [national banking association] duly organized and validly existing pursuant to the laws of the [State of New Jersey] [United States of America]. [There is no Borrower Trustee under the Borrower Bond Resolution, therefore, all references to Borrower Trustee herein shall be null and void.]

"Escrow Closing Date" means _____, 2020.

"Fund Loan Amount" means $_____.

"I-Bank Loan Amount" means (i) an amount sufficient to pay Costs of the Project of (A) $_____, and (B) a portion of the NJDEP Fee in the amount of $_____, plus (ii) an amount equal to the Borrower's allocable share of underwriter's discount on and certain costs of issuance of the I-Bank Bonds, plus (iii) if the I-Bank Bonds are sold with a net original issue discount, an amount equal to the Borrower's allocable share of such net original issue discount, minus (iv) if the I-Bank Bonds are sold with a net original issue premium, an amount equal to the Borrower's allocable share of such original issue premium**[**, plus (v) an amount sufficient to capitalize that portion of interest on the I-Bank Loan that is set forth in Exhibit A-2 to the I-Bank Loan Agreement through and including [DATE] [, plus [(v) (vi)] an amount sufficient to pay the interest that accrued on the short-term loan by the I-Bank to the Borrower]**]**.

"NJDEP Fee" means the loan surcharge or loan origination fee imposed by the State as a portion of the Cost of the Project of the Borrower that has been incurred for engineering and environmental services provided by the State for the Borrower in connection with, and as a condition precedent to, the inclusion of the Project of the Borrower in the State Fiscal Year 2021 New Jersey Water Bank.

Additional Provisions:

Section 3(c)(vi). [_____] [Reserved].

Section 17.

(d) Borrower:

[Name of Borrower]
[Address]
[ ]
Attention: [_____]

(e) Borrower's Trustee:

[Borrower's Trustee]
[Address]
[ ]
Attention: [_____]

RESOLUTION NO. 20 - 48

RESOLUTION OF THE NEW JERSEY INFRASTRUCTURE BANK APPROVING AN INCREASE IN SFY2020 NJ WATER BANK CONSTRUCTION FINANCING PROGRAM LOANS TO JERSEY CITY MUNICIPAL UTILITIES AUTHORITY

WHEREAS, the New Jersey Infrastructure Bank (the "I-Bank"), in accordance with (i) the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey (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"), and (ii) the regulations promulgated pursuant to the Act (N.J.A.C. 7:22-2.1 *et seq*.), as the same may from time to time be amended and supplemented (the "Regulations"), is authorized, pursuant to an interim financing program for the New Jersey Water Bank (the "Water Bank Construction Financing Program"), to make loans (each, a "Construction Loan") to eligible project sponsors (each, a "Borrower") for the purpose of financing the allowable costs of environmental infrastructure projects, provided that each such Construction Loan made by the I-Bank to any such Borrower satisfies the requirements of the Act, including, without limitation, N.J.S.A. 58:11B-9(d), and the Regulations, including, without limitation, N.J.A.C. 7:22-4.47; and

WHEREAS, pursuant to the terms and provisions of N.J.A.C. 7:22-4.47, a proposed project sponsor is eligible to be a Borrower for a Construction Loan for purposes of financing the allowable costs of the project of such Borrower pursuant to the Water Bank Construction Financing Program, provided each of the following conditions is satisfied in full: (i) the Project is listed on the project priority list that has been submitted to the State Legislature pursuant to N.J.S.A. 58:11B-20 or N.J.S.A. 58:11B-20.1 (the "Priority List"); (ii) the proposed Borrower has submitted a complete application for the Project in accordance with N.J.A.C. 7:22-4.11; (iii) the proposed Borrower has complied with the I-Bank's Credit Policy, as then in effect pursuant to formal adoption by the I-Bank; (iv) the Project has been certified for funding by the I-Bank in accordance with N.J.A.C. 7:22-4.13; (v) the Projects is in the fundable range in the forthcoming funding cycle given the Projects' rank and the anticipated availability of New Jersey Department of Environmental Protection (the "NJDEP" or "Department") and I-Bank monies; and (vi) the proposed Borrower has not previously received a Construction Loan through the Water Bank Construction Financing Program for the same project scope (exclusive of a Construction Loan made solely for the purpose of extending the term of a prior Construction Loan or for a Supplemental Short-Term Loan pursuant to N.J.S.A. 58:11B-9(d)); and

WHEREAS, the I-Bank duly adopted Resolution No. 19-09 on February 14, 2019 entitled "Resolution of the New Jersey Infrastructure Bank Authorizing the Water Bank Construction Financing Program for State Fiscal Year 2020" (the "SFY2020 Authorizing Resolution") to provide funding for the implementation of the Water Bank Construction Financing Program during State Fiscal Year 2020 including the Construction Financing Program (the "SFY2020 Construction Loan Program"); and

WHEREAS, pursuant to the terms and definitions of the SFY2020 Authorizing Resolution , the Authorized Officers are each severally authorized, after consultation with Bond Counsel to the I-Bank and the Office of the Attorney General of the State, to approve the participation of a Borrower in the SFY2020 Construction Loan Program, provided that such Borrower qualifies for such participation pursuant to the provisions of the Act and the Regulations and the terms of the Authorizing Resolution; and

WHEREAS, pursuant to Section 3 of the SFY2020 Authorizing Resolution, any Construction Loan approved by the Authorized Officers, following the requisite consultations, and made by the I-Bank to a

Borrower as part of the SFY2020 Construction Loan Program shall not exceed $15 million in principal amount (the "Construction Loan Limitation") unless a higher principal amount thereof is authorized by official action of the Board; and

WHEREAS, pursuant to Section 2 of the SFY2020 Authorizing Resolution, revisions and modifications may be made to terms and provisions of the SFY2020 Construction Loan Program pursuant to further official action in the form of the adoption of a resolution by the Board of Directors of the I-Bank; and

WHEREAS, Jersey City Municipal Utilities Authority ("JCMUA") requested from the I-Bank a Construction Loan, in anticipation of a long-term loan from each of the I-Bank and the Department, to finance the planning design and construction of Project No. 0906001-025, for Phase 1 and 2 of a water main replacement project (the "JCMUA DW Project") in the original amount of not to exceed $25,100,000 (the "Original DW Project Construction Loan Amount"); and

WHEREAS, JCMUA also requested from the I-Bank a construction loan, in anticipation of a long-term loan from each of the I-Bank and the Department, to finance the planning, design and construction of Project No. S340928-24, for Phases 1 and 2 of a sewer rehabilitation project (the "JCMUA CW Project") in the original amount not to exceed $81,500,000 (the "Original CW Project Construction Loan Amount"); and

WHEREAS, the Board authorized construction loans in the amount of $25,100,000 for the JCMUA DW Project and $81,500,000 for the JCMUA CW Project at its March 20, 2020 meeting pursuant to Resolution No. 20-19, which is amended and restated herein for the limited purpose of revising the authorized project cost; and

WHEREAS, the I-Bank closed constructions loans with JCMUA in the amount of $25,100,000 for the JCMUA DW Project, a portion of the authorized Original DW Project Construction Loan Amount, and $81,500,000 for the JCMUA CW Project a portion of the authorized Original DW Project Construction Loan Amount, closed in June 2020; and

WHEREAS, JCMUA has requested an increase in the Original DW Project Construction Loan Amount to an amount not to exceed $32,000,000 (the "Increased DW Project Construction Loan Amount") and in the JCMUA CW Project Construction Loan Amount to an amount not to exceed $108,000,000 (the "Increased CW Project Construction Loan Amount"); and

WHEREAS, with respect to the SFY2020 Authorizing Resolution's Construction Loan Limitations, any Construction Loan approved by any of the Authorized Officers, following the requisite consultations, and made by the I-Bank to a Borrower as part of the Construction Loan Program shall not exceed $15 million in principal amount, subject to further official action in the form of the adoption of a resolution by the Board of Directors of the I-Bank, the I-Bank now desires, given the facts and circumstances set forth in the recitals hereto, to create an exception to such limitation on Construction Loans which are part of the SFY2020 Construction Loan Program, for loans represented by the Increased DW Project Construction Loan Amount and the Increased CW Project Construction Loan Amount stated for the purposes of completing the JCMUA DW Project and the JCMUA CW Project; and

WHEREAS, it is the desire of the I-Bank that, other than the SFY2020 Authorizing Resolution's Construction Loan Limitations described in the immediately preceding recital, the Borrower shall comply with (i) all other requirements of the SFY2020 Authorizing Resolution, (ii) all applicable requirements of the Act, and (iii) all applicable requirements of the Regulations.

WHEREAS, it is the desire of the I-Bank to authorize the increases in Original DW Project Construction Loan Amount to be increased to the Increased DW Project Construction Loan Amount and the Original CW Project Construction Loan Amount to be increased to the Increased CW Project Construction Loan Amount and to further authorize closings on the above described increases in SFY 2021.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the New Jersey Infrastructure Bank, as follows:

Section 1. The recitals set forth above are incorporated herein by reference as if set forth at length herein.

Section 2. Notwithstanding the SFY2020 Authorizing Resolution's Construction Loan Limitations providing that all Construction Loans approved by the Authorized Officers, following the requisite consultations, and made by the I-Bank to Borrowers as part of the SFY2020 Construction Loan Program, shall not exceed $15 million in principal amount, the Board of Directors of the I-Bank, given the facts and circumstances set forth in the recitals hereto, hereby authorizes, as an exception to the Construction Loan Limitations, increases in the Construction Loans, as part of the SFY2020 Construction Loan Program, to JCMUA for the stated projects in the amount not to exceed the amounts stated below for the purpose of completing such projects.

Project Sponsor	**Project #**	**Description**	**Previously Authorized Amount**	**Increase**	**Total Authorized Loan Amount***
Jersey City Municipal Utilities Authority	0906001-025	Phase 1 & 2 Water Main Replacement Project	$25,100,000	$6,900,000	$35,000,000
Jersey City Municipal Utilities Authority	S340928-24	Phase 1 & 2 Sewer Rehabilitation Project	$81,500,000	$26,500,000	$108,000,00

***As increased**.

Section 3. Notwithstanding the stated increased loan amounts of $32,000,000 and $108,000,000 to JCMUA, the SFY2020 Construction Loan Program funding commitment for the loan shall be limited to the operable segments certified, in amounts set forth in the Department's allowable cost determination for each such operable segment, and such funding commitment shall arise at the time of loan closing of the first such operable segment, and upon the NJDEP's allowable cost determination for each subsequent operable segment certified thereafter, recognizing that the terms and conditions of the long-term New Jersey Environmental Infrastructure Financing Program loans for each said project shall reflect the terms and conditions of the financing program year in which construction is certified.

Section 4. Other than the exceptions created by the provisions of Section 2 of this Resolution, Construction Loans made to the aforementioned Borrower as part of the SFY2020 Construction Loan Program shall comply fully with (i) each of the terms, provisions and conditions precedent set forth in the SFY2020 Authorizing Resolution, (ii) all applicable requirements of the Act, and (iii) all applicable requirements of the Regulations.

Section 5. The Secretary of the I-Bank is hereby deemed an Authorized Officer as defined in Section 2 of the SFY2020 Authorizing Resolution.

Section 6. Further Action. Any Authorized Officer is hereby authorized and directed to take such other actions that such Authorized Officer, in his or her respective sole discretion after consultation with Legal Counsel, deems necessary, convenient or desirable to affect the transactions contemplated hereby.

Section 7. Effective Date. This Resolution shall become effective in accordance with the terms of Section 4(i) of the Act (N.J.S.A. 58:11B-4(i)).

Adopted Date:	August 13, 2020
Motion Made By:	Mr. Mark Longo
Motion Seconded By:	Mr. Michael Kanef
Ayes:	6
Nays:	0
Abstentions:	0

RESOLUTION NO. 20 - 49

RESOLUTION OF THE NEW JERSEY INFRASTRUCTURE AUTHORZING THE AWARD OF A CONTRACT FOR I.T. MANAGED SERVICES PROVIDER

WHEREAS, the New Jersey Infrastructure Bank ("I-Bank") is authorized to make and enter all contracts necessary or incidental to the performance of its duties pursuant to N.J.S.A. 58:11B-5(d);

WHEREAS, at its May 14, 2020 meeting, the Board of Directors of the I-Bank ("Board") approved Resolution No. 20-37 authorizing the Executive Director to prepare and distribute a Request for Proposals ("RFP") for the appointment of an I.T. Managed Services Provider ("I.T. MSP") for a contract term of September 1, 2020 through August 31, 2022;

WHEREAS, the I-Bank distributed an RFP for the appointment of an I.T. MSP for the period of September 1, 2020 through August 31, 2022 with an option for two additional one year periods upon approval of the Board in accordance with the I-Bank Policy No. 4.00 Purchase of Goods and Services;

WHEREAS, the RFP solicited proposals and enumerated the criteria and associated weights to be applied in the evaluation process;

WHEREAS, the I-Bank received nine proposals, one of which was deemed to be non-compliant with the requirements of the RFP;

WHEREAS, the Executive Director of the I-Bank appointed an Evaluation Committee ("Committee") consisting of three I-Bank staff members to individually rank the proposals;

WHEREAS, the Committee members independently reviewed and ranked the proposals;

WHEREAS, Committee members' rankings were tabulated, the two firms with the highest technical rankings were invited to make video presentation, after considerations of Best-And-Final-Offers (BAFOs) the Committee recommended that the contract for I.T. MSP be awarded to Domain Computer Services ("DCS");

WHEREAS, the Executive Director has reviewed the Committee's recommendation and recommends that the I-Bank engage DCS to serve as I-Bank's IT Managed Services Provider.

NOW THEREFORE, BE IT RESOLVED that the I-Bank selects and appoints DCS as I.T. MSP, which appointment shall be for a period of September 1, 2020 through August 31, 2022 with the option to extend for two one-year periods upon approval by the Board (the "contract term") and contingent upon the subsequent execution by all parties of an agreement in a form consistent with the RFP and the accepted terms of DCS proposal, subject to approval by the Attorney General; and

BE IT FURTHER RESOLVED, the Executive Director is hereby authorized to send a confirming letter to DSC confirming its appointment as the I-Bank's IT MSP for the contract term described above; and

BE IT FURTHER RESOLVED, the Chairperson, Vice-Chairperson, or Secretary of the I-Bank is hereby authorized to execute an agreement, substantially in the form of the agreement authorized by the Attorney General, with DCS. The terms and conditions of that agreement shall include but not be limited to:

a. The provision of services as outlined in the I-Bank's RFP distributed on June 1, 2020, and the proposal submitted by DCS on June 26, 2020;
b. The payment for all services as detailed in the proposal submitted by DCS dated June 26, 2020 as modified by DCS's best and final offer submitted on July 30, 2020; and
c. Such other terms and conditions as may be contemplated by the RFP and the materials enclosed therewith as deemed necessary and appropriate by the Chairperson, Vice-Chairperson, or Secretary of the I-Bank.

Adopted Date:	August 13, 2020
Motion Made By:	Mr. Mark Longo
Motion Seconded By:	Mr. Michael Kanef
Ayes:	6
Nays:	0
Abstentions:	0

RESOLUTION NO. 20 - 50

RESOLUTION OF THE NEW JERSEY INFRASTRUCTURE BANK AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR A MANAGED SECURITY SERVICES PROVIDER

WHEREAS, pursuant to Section 5 of the New Jersey Infrastructure Trust Act, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey (codified at N.J.S.A. 58:11B-1 et seq.), the New Jersey Infrastructure Bank ("I-Bank") is authorized to enter agreements necessary to the performance of its duties; and

WHEREAS, the services of an Information Technology Managed Security Services Provider ("I.T. MSSP") are needed to assure the security of the I-Bank's existing computer, internet servers and computer networks; and

NOW THEREFORE BE IT RESOLVED, that the I-Bank Board of Directors ("Board") hereby authorizes the Executive Director, in consultation with counsel, to prepare and distribute a Request for Proposals for an I.T. MSSP as may be determined in accordance with the provisions of I-Bank Policy and Procedure 4.00, "Purchase of Goods and Services"; and

BE IT FURTHER RESOLVED, that the Executive Director is further authorized to establish a committee to review all proposals in accordance with the I-Bank's Policy and Procedures and to make a report and recommendation to the Executive Director as to the selection of an I.T. MSSP for a contract period of two years with options for two additional one-year terms each upon further approval by the Board; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to take all other actions consistent with approved procedures to procure the services of an I.T. MSSP.

Adopted Date:	August 13, 2020
Motion Made By:	Ms. Kimberly Holmes
Motion Seconded By:	Mr. Mark Longo
Ayes:	6
Nays:	0
Abstentions:	0

Request for Proposals

Information Technology Managed Security Services Provider

Issued by the
New Jersey Infrastructure Bank

Date Issued: **August 28, 2020**

Questions Cut-Off Date:
3:00PM EST September 18, 2020

Proposals Due Date:
12:00 PM EST October 2, 2020

In the Office of the Executive Director
3131 Princeton Pike, Building 4, Suite 216
Lawrenceville, NJ 08648
(609) 219-8600

Please Label Proposals with Firm's Name and
"Proposal for Information Technology Managed Security Services Provider 2020"

NEW JERSEY INFRASTRUCTURE BANK
REQUEST FOR PROPOSALS FOR INFORMATION TECHNOLOGY MANAGED SECURITY SERVICES PROVIDER

I. OBJECTIVE

The New Jersey Infrastructure Bank ("I-Bank" or "NJIB") is looking to procure the services of an Information Technology Managed Security Services Provider ("MSSP") / Managed Detection and Response ("MDR") practitioner for 24/7/365 cybersecurity monitoring, reporting, detection, and incidence response capabilities. The selected provider is expected to provide a cost-effective solution and strategy for current and future NJIB technology systems.

Pursuant to this request for proposals ("RFP"), the I-Bank shall select an Information Technology MSSP/MDR from the list of responsive bidders as prescribed in Section IV.

II. I-Bank / Program Background

a. Powers and Structure

The I-Bank was organized pursuant to N.J.S.A. 58:11B-1 et seq., in 1986 as an independent State financing authority. The purpose of the I-Bank is to provide financial assistance to New Jersey borrowers authorized to construct, operate and maintain environmental and transportation infrastructure systems. The I-Bank participates with the New Jersey Department of Environmental Protection ("DEP") in the Environmental Infrastructure Financing Program and the New Jersey Department of Transportation ("DOT") in the Transportation Infrastructure Financing Program. The I-Bank contracts to make loans to finance a portion of the costs of environmental and transportation infrastructure system projects that local governmental unit borrowers in New Jersey are authorized to undertake and which they may lawfully finance through borrowings. The DEP provides companion loans for environmental projects.

The I-Bank's enabling legislation requires extensive legislative oversight of the I-Bank, including fiscal accountability and control over its operating expenses, loan and debt guarantee activities, and borrowing and debt obligations. No funds from State or federal sources or State bond issues are made available to the I-Bank absent legislative appropriation.

b. Information relevant to customized procurement

The I-Bank's office is located at 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, NJ. The I-Bank currently employs 30 full-time staff members. The I-Bank runs a hybrid cloud Microsoft Windows environment with approximately 35 workstations (Windows/Ubuntu/Apple) and 15 servers. The I-Bank's accounting department utilizes Microsoft Dynamics ERP system, currently

hosted and maintained by a 3rd party vendor. The I-Bank leverages Palo Alto firewalls and Meraki networking devices, as well as Acunetix and Netwrix for security testing and logging.

Pursuant to this RFP, I-Bank shall select a qualified MSSP/MDR to provide security operations (SECOPS) to test, secure, manage and maintain the computing, data, and infrastructure systems supporting the work of the I-Bank, as set forth herein.

c. Minimum Requirements (if any)

To be eligible for this procurement, the following requirements must be complied with:

i. Firms must be owned and controlled by United States citizens and based within the United States;
ii. All services performed pursuant to this RFP and all subcontracting services performed pursuant to this RFP shall be performed within the United States (N.J.S.A. 52:34-13.2);
iii. Firms must have annual revenues in excess of $3 million; and
iv. Evidence must be provided to the I-Bank of clean criminal background checks on a federal, national, state and local level of all employees and sub-contractors who engage with the I-Bank's systems.

d. Solicitation Schedule

RFP published and distributed:	August 28, 2020
RFP Question Submission Cut-Off Date:	3:00 pm EST, September 18, 2020
RFP Answers to Questions Posted:	September 23, 2020
Proposals due:	12:00 noon EST, October 2, 2020
Finalists interviews in person or via conference call:	Week of October 19, 2020 (if necessary/required)
Board of Directors approval:	November 12, 2020
Contract term:	December 1, 2020 to November 30, 2022 with two one-year options to renew

QUESTION AND ANSWER PROCEDURE

The I-Bank will accept questions pertaining to this RFP from all potential bidders electronically. Questions shall be directed to the following e-mail address:

PROCUREMENT@NJIB.GOV

Please note that the "subject" line of your e-mail must specifically reference this RFP as follows: "RFP for IT Managed Service Provider."

Questions will be accepted until 3:00 pm EST on Friday, September 18, 2020

In the event the I-Bank determines that additional clarification to this RFP or additional information is necessary, the I-Bank reserves the right to do so through telephone conference calls with eligible firms for the purpose of providing the same.

III. SCOPE OF SERVICES

It is the intention of the I-Bank to contract a MSSP/MDR to deliver a thorough security operations solution to protect and enhance the I-Bank's overall technical operations. A successful submission will directly address and outline how the firm will provide these services.

It is the expectation of the I-Bank the selected MSSP/MDR firm will work to eventually scale up/down and integrate core SECOPS technical services and solutions into the I-Bank's technical portfolio, assuring in the long term, the I-Bank is self-sufficient. The awarded firm may use their own toolsets and make recommendations to the I-Bank to upgrade, or migrate to new solutions, once awarded the MSSP/MDR contract. The I-Bank also assumes the MSSP/MDR selected firm will operate 24x7x365 jointly in a co-managed solution with the I-Bank and affiliated vendors to achieve these goals.

The awarded MSSP/MDR will operate in a managed detection and response model, requiring both collecting, analyzing and responding to security concerns (reactive), as well as actively collaborating with the I-Bank IT Manager and Managed Services Provider (MSP) to remediate identified risks and implement new improved solutions and best practices to strengthen the I-Bank IT systems, data, and users (proactive).

The selected MSSP/MDR shall provide on/off-site services to the NJIB set forth below, remotely and at the main office location of the NJIB, to maintain the security of the equipment, software, and/or operating systems listed in Schedule A.

Specifically, the awarded MSSP/MDR will be required to perform the following services:

IT Asset Management, I-Bank Security Hygiene, File System Integrity Checking and Vulnerability Assessment and Management

- Firewall management of the I-Bank's Palo Alto 3220's and other current and future web application firewalls (WAF's) including, but not limited to, Azure and AWS.
- Assure the securing of perimeter and extended networks, such as VPN access
- Assure client protections and monitoring services (CrowdStrike, Netwrix, etc.) are operational and following best practices

- Perform regular penetration testing on deployed end-points and I-Bank software applications including, but not limited to, firewalls, servers, network appliances, databases and web applications.
- Mobile device management (MDM) and mobile application management (MAM) risk monitoring and reporting
- Aid in identification of day 1 patches and assist in implementing into patch management system and network policy servers/services
- Create reports on findings as well as recommend remediation to mitigate security gaps and vulnerabilities.
- Monitor and recommend user authentication and privileges in the I-Bank's Active Directory, AWS, Azure, etc.
- Assure RADIUS services and NPS Services are operating and functioning securely.

Management of Security Sensors, Tools, and Services

- Assure I-Bank and MSSP/MDR sensors and services are operational, including:
    - Identity and access management solutions
    - Firewall rules, access policies and logs are tested
    - I-Bank and I-Bank staff behavior analytic sensors (Netwrix, Office 365, etc) are reporting and operational

Threat Intelligence, Security Monitoring and Incidence Response Management

- Conduct coordinated computer security incident management, response, and recovery support, as needed
- Perform analysis of potentially malicious activities that have occurred or are believed to have occurred on the NJIB's network through security event data
- Provide remedial recommendations and produce report on findings
- Perform endpoint forensics and memory analysis
- Reconstruct sequence of events of a breach or attack
- Recommend countermeasures to malware and other malicious code and applications that exploit hosts, endpoints, network and data communication systems
- Develop recommended changes to I-Bank policies and procedures

Data Governance

- Provide risk assessment on data governance, report on monitoring
- Aid in compliance audits; report on unsafe data storage and mis-classified or exposed data

IV. EVALUATION PROCEDURE and CRITERIA

a. Ranking Criteria –

The I-Bank has appointed a committee to review the proposals submitted in response to this RFP and to make recommendations. The committee members will individually review all proposals

taking into consideration the following evaluation criteria, ranking each firm on a scale of 1 to 10 for each evaluation criterion and multiplying the rank by the assigned weight for each criterion:

Qualifications and experience of the firm	(4)
The Firm's proposed services	(4)
Knowledge and experience of the assigned team or staff	(5)
References from prior serviced clients	(2)
The firm's presence in New Jersey	(1)
Fee proposal (separately sealed)	

b. Submission Requirements (# copies, addressee, etc.)

Both an electronic copy (via e-mail or "soft" copy on a flash drive/stick) and one unbound original (via courier or overnight express mail) of your proposal, including all required Appendices and Forms, should be delivered to:

David E. Zimmer
Executive Director
New Jersey Infrastructure Bank
3131 Princeton Pike, Building 4, Suite 216
Lawrenceville, NJ 08648
procurement@njib.gov
(609) 219-8600
Attn: IT Managed Security Services Provider

All proposals must be received by 12:00 noon EST, Friday, October 2, 2020.

Proposals received after this date and time will not receive further consideration.

All documents and information submitted in response to this RFP generally shall be available to the general public as required by applicable law and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and applicable law.

Communications with representatives of the I-Bank concerning this RFP, by your firm or on your firm's behalf, are NOT permitted during the submission and evaluation process (except as specified below). No telephone inquiries will be accepted. If you have questions or require clarification on any aspect of this RFP, please forward the request via email to

procurement@njib.gov. **Failure to adhere to these communication restrictions will result in the immediate rejection of your firm's proposals.** **Questions must be submitted by 3:00 pm EST on Friday, September 18, 2020.**

The I-Bank will not be responsible for any expenses in the preparation and/or presentation of the proposals and oral interviews, if any, or for the disclosure of any information or material received in connection with the solicitation, whether by negligence of otherwise.

Responding firms may withdraw their proposal at any time prior to the filing date and time by written notification signed by an authorized agent of the firm. The proposal may thereafter be resubmitted, but only up to the final filing date and time.

The responding firm assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a firm's failure to be knowledgeable about all the requirements of this RFP. By submitting a proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

c. Oral Presentation(s) and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Review Committee concerning its proposal. The Review Committee may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its proposal. Original proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other proposals are permitted. Proposers may not attend presentations made by their competitors.

It is within the Review Committee's discretion whether to require a proposer to give an oral presentation or require a proposer to submit written responses to questions regarding its proposal. Action by the Review Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Project Manager will be the sole point of contact regarding any request for an oral presentation or clarification.

If it is necessary to interview one or more firms, the interviews will take place the week of October 19, 2020. You will be notified by phone if your firm needs to appear.

IV. TECHNICAL PROPOSAL – INFORMATION REQUIRED TO BE PROVIDED BY BIDDER

- Letter of Transmittal
- Business Information
- Summary of Service Expertise and Offerings

1. <u>Business and Operation Summary</u>:
   - Operations
     - The year your company was incorporated
     - Please identify how many operation centers and/or offices your firm has, and their physical locations
   - Financials
     - Provide your firms audited financials for the most recently completed fiscal year
     - Detail the last 12 months of revenues directly related to providing MSSP/MDR services
   - Staffing
     - Describe the process for screening and hiring your MSSP/MDR staff
     - The number of professionals employed by your firm; please designate full-time, part-time employees, as well as consultants if applicable, and relevant technical or professional certifications held to determine skillsets necessary to perform the scope of work set forth herein.
     - Resumes of the team members who will be assigned to the I-Bank; Include those individuals who represent the core leadership in your organization's technological practices (i.e. Lead Network Support Engineer, Dir. of Technology Svcs; CIO, etc.)
     - Identify the process of how your firm trains, certifies/recertifies security analysts and engineers
     - What is the average employment time of a MSSP/MDR security analysts and engineers within your firm (i.e. – identify staff turn-over rates)
   - Compliance
     - Please describe your firm's policies and procedures to ensure and maintain the privacy and confidentially of the I-Bank's data from the data of other customers your firm services
     - Indicate any certifications held by your firm, such as SOC and/or ISO compliances
     - What access to your internal-auditing documentation will you provide if our auditors, customers or business partners require this documentation in support of legal, regulatory or contractual requirements?
2. <u>Client References</u>:
   - How many Government (Federal, State, or Local) customers do you provide monitoring and security device management (MSSP/MDR Customers Only) services for (include references that may be contacted with respect to your work on these matters);
   - Names of at least five appropriate contact persons at client organizations where similar work has been provided within the past three years, as contained in this RFP
3. <u>Technical Expertise & Experience</u>:
   - How many years your firm has provided security operations as a service
   - How many MSSP/MDR clients your firm currently has; clearly identify how many of these clients are Federal, State, or Local Government entities
   - In the last 5 years of your firm's operations, what were the contract renewal rates for your firm (i.e. – how many retained customers has your firm won)

- Provide project and client success stories relevant to the I-Bank's size and industry (government/financial) where your firm performed MSSP/MDR services
- A description of how your firm manages its own SECOPS

4. Program Management Approach
    - A description of your understanding of the scope of services as provided in this RFP
    - A summary of support services and service level agreements (SLA's) that will and will not be covered in the contracted MSSP/MDR agreement
    - A current price guide for services not covered under the MSSP/MDR agreement
    - A description of how your firm will approach on-boarding in the first 90 days as the I-Bank's first MSSP/MDR; provide a proof-of-concept and transition plan to achieve a successful on-boarding, such as:
        - Documenting an as-is assessment of the I-Bank SECOPS
        - Work breakdown and implementation timelines
        - Communication plan, issue management, and escalation strategies
        - Change management, action and reporting policies
    - A description of what the I-Bank can expect in the first year of your firm's tenure
    - Detail the expected co-managed working relationship, roles and responsibilities between your firm and the I-Bank, the I-Bank's IT Director, and the I-Bank's MSP
    - Describe issue resolution and escalation procedures though your support tiers and correlations to proposed SLA's
    - Identify your firms process for notification to the I-Bank of non-compliance with agreed SLA's
    - Software:
        - Identify, if any, proprietary (in-house) technology software the firm intends to leverage to aid in the MSSP/MDR offering
        - Identify security information and event management (SIEM) technology and software (sensory applications, event logging, correlation and notification, etc.) your firm leverages to provide 24/7/365 MSSP/MDR services to the I-Bank

d. Provide a statement on whether the company is currently involved with any material litigation, arbitration, or bankruptcy proceedings, or has been within the past three years directly or indirectly

e. Identify any existing or potential conflicts of interest, as well as your representation of parties or other relationships that might be considered a conflict of interest, that may affect or involve transactions for the I-Bank.

f. A copy of a valid New Jersey Business Registration must be submitted by the selected firm. If not already registered with the New Jersey Division of Revenue, registration can be completed online at the Division of Revenue website: https://www.state.nj.us/treasury/revenue/busregcert.shtml.

V. Attachments

a. Forms and Other Requirements

The following documents must be completed, included, and submitted with the bid proposal. All forms listed below can be downloaded from the Department of Treasury website: http://www.state.nj.us/treasury/purchase/forms.shtml.
The required forms are also attached as

Attachment B – State Requirement Forms.

1. Ownership Disclosure Form (N.J.S.A. 52:25-24.2)
2. New Jersey Business Registration Certificate. Please provide a copy of your firm's business registration certification (or interim registration) (N.J.S.A. 52:32-44). If the firm is not already registered with the New Jersey Division of Revenue, the form should be completed online at the Division of Revenue website:
   https://www.state.nj.us/treasury/revenue/busregcert.shtml.
3. Disclosure of Investigations and Other Actions Involving Bidder Form
4. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58)
5. Affirmative Action Employee Report
6. Two-Year Chapter 51/Executive Order No. 117 (Corzine) - Vendor Certification and Disclosure of Political Contributions ("E.O. No. 117")

b. Specific Statutory Requirements

Chapter 51 and Executive Order No. 117. Pursuant to Public Law 2005, Chapter 51 ("Chapter 51") and Executive Order No. 117 (Corzine 2008) ("E.O. No. 117"), State departments, agencies and authorities are precluded from awarding contracts exceeding $17,500 to vendors who make certain political contributions on and after October 15, 2004, to avoid any appearance that the selection of contracts is based on the contractors' political contributions. Chapter 51 also requires the disclosure of all contributions to any political organization organized under 26 U.S.C. 527 that also meets the definition of a "Continuing Political Committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **Failure to submit the certification and disclosure form(s) shall be cause for rejection of your institution's proposal. Please consult the website listed below for information and forms relating to Chapter 51 and E.O. No. 117.**

https://www.nj.gov/treasury/purchase/forms/eo134/CH51-FAQ.pdf

The firm selected pursuant to this RFP shall be required to maintain compliance with Chapter 51 and E.O. No. 117 throughout the term of its engagement.

7. **Chapter 271.** Pursuant to Public Law 2005, Chapter 271 ("Chapter 271"), the firm is required to disclose its (and its principals') political contributions within the immediately preceding twelve (12) month period prior to entering into a contract. No prospective firm will be precluded from entering a contract with the State by virtue of the information provided in the Chapter 271 disclosure provided the form is fully and accurately completed. Prior to award of this engagement, the financial institution selected pursuant to this RFP shall be required to submit Chapter 271 disclosures, although completion and

submission of the form is not required to be included in your proposal. For a copy of the Chapter 271 disclosure form please refer to:

http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf.

If selected pursuant to this RFP, please also be advised of your firm's responsibility to file an annual disclosure statement on political contributions with the NJ Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (L. 2005, c. 271, section 3) if your firm receives contracts in excess of $50,000 from a public entity during a calendar year. It is your financial institution's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

8. Source Disclosure Form (N.J.S.A. 52:34-13.2; E.O. No. 129 McGreevey)

   Chapter 92 and Executive Order No. 129. Pursuant to Public Law 2005, Chapter 92 and Executive Order No. 129 (McGreevey 2002), all services performed pursuant to this engagement shall be performed within the United States of America.

9. Emergency Preparedness – To support continuity of operations during an emergency, including a pandemic, I-Bank needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to I-Bank have planned for such an emergency and put contingencies in place to provide needed goods and services.

   1. Describe how you anticipate such a crisis will impact your operations.

   2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

      - Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees).
      - Identify essential business functions and key employees (within your organization) necessary to carry them out.
      - Contingency plans for:
        - How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
        - How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
      - How your organization will communicate with staff and suppliers when primary

communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.

- How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

VI. Fee Structure (Separate Envelope)

a. Fee schedule

Provide appropriate rate schedule that would be utilized to carry out the required scope of work. Include an hourly rate schedule and applicable administrative fees, if any. Submit a rate schedule for two years of service. Also, submit a separate rate schedule for the optional third and fourth years of service. Transportation/travel expenses are not to be billed separately.

After the evaluation committee provides final rankings, the fee proposals shall be opened, and price will be negotiated with the highest ranked bidder. Please be advised that cost, while significant, will not be the sole determining factor.

VII. Contract Terms

a. Period of Services

The term of the contract for the MSSP shall commence December 1, 2020 and shall continue through November 30, 2022, with options for two one-year extensions upon further approval for each by the I-Bank Board of Directors.

b. Standard Terms and Conditions

The attached Standard Contract Terms and Conditions (**Attachment C**) are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of I-Bank's terms and conditions, modification or exception in I-Bank's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.

All of I-Bank's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the RFP, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with I-Bank's, I-Bank's terms and conditions will prevail, unless the bidder is notified in writing of I-Bank's acceptance of the bidder's terms and conditions.

<u>Attachments</u>

A. I-Bank Hardware and Software in Use
B. State Required Forms
C. Standard Form Contract and Standard Contract Terms and Conditions

Dated: August 28, 2020

RESOLUTION NO. 20 - 51

RESOLUTION OF THE NEW JERSEY INFRASTRUCTURE BANK AUTHORIZING THE ISSUANCE OF A REQUEST FOR PROPOSALS FOR ARBITRAGE COMPLIANCE SERVICES

WHEREAS, pursuant to Section 5 of the New Jersey Infrastructure Trust Act, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey (codified at N.J.S.A. 58:11B-1 et seq.), the New Jersey Infrastructure Bank ("I-Bank") is authorized to enter agreements necessary to the performance of its duties; and

WHEREAS, as an issuer of tax-exempt government bonds, there is a need for the I-Bank to engage a firm to perform arbitrage compliance services.

NOW THEREFORE BE IT RESOLVED, that the I-Bank Board of Directors ("Board") hereby authorizes the Executive Director, in consultation with counsel, to prepare and distribute a Request for Proposals for a provider of arbitrage compliance services as may be determined in accordance with the provisions of I-Bank Policy and Procedure 4.00, "Purchase of Goods and Services" for a contract period of two years with options for two additional one-year terms upon approval by the Board; and

BE IT FURTHER RESOLVED, that the Executive Director is further authorized to establish a committee to review all proposals in accordance with the I-Bank's Policy and Procedures and to make a report and recommendation to the Executive Director for concurrence and presentation to the Board as to the selection of an Arbitrage Compliance Services Provider; and the Executive Director shall in turn recommend to the Board the firm to be selected to serve as the Arbitrage Rebate Compliance Services Provider; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to take all other actions consistent with approved procedures to facilitate the procurement of the services of an Arbitrage Compliance Services Provider.

Adopted Date:	August 13, 2020
Motion Made By:	Mr. Michael Kanef
Motion Seconded By:	Mr. Mark Longo
Ayes:	6
Nays:	0
Abstentions:	0

Request for Proposals

Arbitrage Compliance Services

Issued by the
New Jersey Infrastructure Bank

Date Issued:
August 28, 2020

RFP Questions Cut-Off Date:
3:00PM EST September 11, 2020

Proposals Due Date:
12:00PM EST September 25, 2020

In the Office of the Executive Director
3131 Princeton Pike, Building 4, Suite 216
Lawrenceville, NJ 08648
(609) 219-8600

Please Label Proposals with Firm's Name and
"Proposal for I-Bank Arbitrage Compliance Services"

NEW JERSEY INFRASTRUCTURE BANK
REQUEST FOR PROPOSALS
FOR ARBITRAGE COMPLIANCE SERVICES 2021-2022

I. OBJECTIVE

The New Jersey Infrastructure Bank ("I-Bank") is looking to procure the services of an Arbitrage Compliance Firm. Pursuant to this request for proposal ("RFP"), the I-Bank shall select an Arbitrage Compliance Firm for both the New Jersey Environmental Infrastructure Financing Program and the Transportation Bank Financing Program. Pursuant to this request for proposals (the "RFP"), the I-Bank shall select an Arbitrage Compliance firm from the list of responsive bidders as prescribed below in Section IV.

II. I-BANK / PROGRAM BACKGROUND

a. Powers and Structure

The I-Bank was organized pursuant to N.J.S.A. 58:11B-1 et seq. (the "Enabling Act"), in 1986 as an instrumentality of the State of New Jersey exercising public and essential government functions in recognition of the State's need for an independent State Authority to manage efficient and low-cost financing for environmental infrastructure projects. The Enabling Act was amended effective in January 2018 granting it the authority to finance certain transportation infrastructure projects. The I-Bank now manages two separate financing programs: (i) the longstanding New Jersey Environmental Infrastructure Financing Program ("NJEIFP" or "Water Bank") which leverages the State's clean water and drinking water revolving funds to finance eligible water quality infrastructure projects, and (ii) the newly formed New Jersey Transportation Infrastructure Financing Program ("Transportation Bank"). This procurement is to secure Arbitrage Compliance Services for both the Water Bank and the Transportation Bank.

b. <u>The Water Bank</u>

Through the NJEIFP, the Department of Environmental Protection ("DEP") and the I-Bank issue short-term and long-term loans to provide funding for all aspects, phases and components of designing and building environmental infrastructure projects. NJEIFP Loans are issued for costs incurred for designing and constructing projects (and land preservation) that enhance and protect ground and surface water resources, ensure the safety of drinking water, and facilitate responsible, sustainable economic development upon approval of applicable NJEIFP program requirements.

The Water Bank Financing Program funds projects with short-term loans through the completion of construction. Short-term loans are issued for the project's construction period typically with a maximum time frame of up to five fiscal years: up to two years for planning and design activities and up to three additional fiscal years for construction activities. Borrowers in the short-term

loan program pay a blended interest rate which is set quarterly by the I-Bank Board of Directors. The Borrower is not obligated to repay principal or interest during the term of the short-term loan. These cost totals are rolled into the Borrower's long-term Financing Program loan. As of June 30, 2020, there are about 105 Water Bank projects under construction under the long-term loan program.

The Water Bank's short-term construction loans are converted into two long-term loans, one issued by the I-Bank and another issued by the DEP. The I-Bank utilizes revenue bonds to fund its loan with borrower loan repayments timed to pay the debt service (March 1st and September 1st). On each semi-annual loan repayment due date, a borrower makes one payment in an amount equal to the I-Bank loan repayment (principal and interest), the I-Bank semi-annual administrative fee payment, the State loan repayment and State administrative fee payment. Upon receipt of each such payment, the Loan Servicer applies it in accordance with the directions in the applicable bond resolution.

Loan repayments on the DEP loan serve as coverage for principal and interest payments due to bond investors. These repayments are held in the Master Program Trust Account for six (6) months plus one (1) day to provide additional coverage on the subsequent payment date. A summary of the flow of funds may be found in the Official Statements for each Bond Series. A copy of the I-Bank's most recent Official Statement, the Series 2020A-1, is available on the I-Bank's website under "Finance/Official Statements".

Each Water Bank Long Term loan is funded from one or more of the following sources: 1) United States Environmental Protection Agency (USEPA) capitalization grants issued pursuant to the Water Pollution Control Act Amendments of 1972 and Safe Drinking Water Act Amendments of 1996; 2) various state bond issues; 3) loan repayments; 4) interest earnings; 5) I-Bank bond proceeds; 6) I-Bank operating revenues; and 7) I-Bank Commercial Paper or Line of Credit. In addition, special appropriations through the Disaster Relief Emergency Appropriations Act of 2013 (PL 2013-2) are utilized for Superstorm Sandy Loans.

The I-Bank issues multiple Series (tax-exempt, AMT and taxable) of long-term bonds based upon the pool of borrowers. It is anticipated that the I-Bank will issue Water Bank bonds twice a year in SFY2021 and SFY2022. Since its inception, the Water Bank has issued roughly 1,300 long term loans totaling over $7.0 billion, with approximately $2.8 billion funded from the I-Bank and the remaining $4.2 billion funded from the DEP. As of June 30, 2020, the I-Bank has 43 outstanding publicly issued Revenue Bond Series totaling over $963 million with maturities spanning over 30 years.

c. <u>The Transportation Bank</u>

The Transportation Bank provides financial assistance to New Jersey local government units or consortia thereof, authorized to construct, operate and maintain transportation projects. The I-Bank works in conjunction with the New Jersey Department of Transportation ("DOT") to co-

administer the Transportation Bank. The I-Bank makes loans to finance all or a portion of the costs of transportation projects which may lawfully be financed through borrowings. The I-Bank receives State appropriations to fund the Transportation Bank.

In the first few years of the program, the I-Bank has issued short-term loans for the Transportation Bank utilizing cash-on-hand, as the source of funds for projects eligible to receive Transportation Bank loans. Upon completion of construction, such financing will be converted to long-term loans. It is anticipated that the majority of long-term Transportation Bank loans will be made with funds from the State Transportation Infrastructure Bank Fund and proceeds from the issuance of bonds in a structure that will mirror the Water Bank. To the extent that the I-Bank levers its transportation funds through the issuance of tax-exempt bonds, a portion of such transportation funds may be transferred to a bond trustee to serve as collateral. The Transportation Bank is expected to issue its first long term loans in SFY2022.

III. Information Relevant to Customized Procurement

Pursuant to this RFP, the I-Bank shall select an Arbitrage Compliance Consultant for the purpose of providing complete arbitrage compliance services for all tax-exempt bonds included in *Exhibit A* "Schedule of Bonds", and all tax-exempt bonds issued during the period of this contract.

Your proposals should address compliance with all arbitrage related requirements including, but not limited to: (i) determination of applicability of any exceptions to rebate; (ii) calculation and reporting of the rebate and yield restriction liabilities (a) annually as of each June 30, and (b) for fifth-year and final installment calculation dates.

Fifth-year installment calculations and final calculations are required no later than four weeks prior to the dates payments are due to the I.R.S. Annual interim arbitrage calculations showing the accrued arbitrage liabilities as of each June 30, beginning June 30, 2021, are required no later than July 21 of each year. Interim calculations may be based upon investing activity occurring through the immediately preceding April 30, if necessary to meet the July 21 reporting deadline. A more detailed Scope of Services is set forth in Section IV – Scope of Services later in this RFP.

During the term of the contract, the I-Bank may:

- Issue more than one pooled financing in any given year. Separate Tax-Exempt, AMT and Taxable bond issues may be necessary as well as separate bond issues for large complex projects and/or separate bond issues for the Transportation Infrastructure Financing Program.
- Issue refunding bonds when advisable to refund all or a portion of an outstanding bond Series.
- Periodically, the I-Bank will defease bonds in accordance with the IRS Code for the handling of unexpended funds or due to borrowers' desire to prepay all or a part of

their obligation.

- Issue commercial paper or similar vehicle (Tax-exempt or Taxable)

The Term of this procurement shall be two (2) years, commencing on January 1, 2021 and terminating on December 31, 2022. The I-Bank reserves the right to extend the term of the contract two additional one-year terms, until December 31, 2024, at the option of the I-Bank's Board of Directors.

IV. Minimum Qualifications

To be considered for contract award, the Firm and/or Project Staff must demonstrate experience in each of the following areas:

1. Working with issuers performing all of the normal duties associated with arbitrage calculations and reporting to the Internal Revenue Service.

2. Advising issuers on matters related to compliance with IRS arbitrage rebate and yield restriction requirements.

3. Familiarity with appropriate sections of the Internal Revenue Code related to arbitrage.

4. Each Project Staff member shall have a minimum of (5) years experience within the last ten (10) years in arbitrage calculations.

5. The Firm must be capable of servicing the account and meeting the required due dates for any number of issues (recent issuance has approximated two bond issues per year).

6. The Firm must be in sound financial condition.

7. The Firm must have professional errors and omissions liability insurance coverage with limits of at least $1 million, underwritten by carriers acceptable to the I-Bank.

8. The Firm must have access to and/or affiliation with qualified tax attorneys.

SOLICITATION SCHEDULE/PROCUREMENT SCHEDULE (SUBJECT TO CHANGE AS REQUIRED)

RFP published and distributed:	**August 28, 2020**
Question Cut-Off Date:	**3:00 pm EST September 11, 2020**
Response to RFP Questions:	**September 16, 2020**
Proposals due:	**12:00 noon EST, September 25, 2020**
Finalists interviews in person or via conference call:	**Week of October 5, 2020**
Board of Directors approval:	**October 15, 2020**
Contract term:	**January 1, 2021 to December 31, 2022 with two one-year options to renew**

QUESTION AND ANSWER PROCEDURE

The I-Bank will accept questions pertaining to this RFP from all potential bidders electronically. Questions shall be directed to the following e-mail address:

PROCUREMENT@NJIB.GOV

Please note that the "subject" line of your e-mail must specifically reference this RFP as follows: "RFP for Arbitrage Compliance Services Provider 2021-2022."

Questions will be accepted until 3:00 pm EST on Friday, September 11, 2020

In the event the I-Bank determines that additional clarification to this RFP or additional information is necessary, the I-Bank reserves the right to do so through telephone conference calls with eligible firms for the purpose of providing the same.

IV. SCOPE OF WORK

The services to be provided for each issue of tax-exempt debt subject to the contract are as follows:

1. Determine the Gross Proceeds allocable to each issue of tax-exempt debt subject to the contract during each of the periods covered by the contract.

2. Calculate the arbitrage earnings through June 30 of each fiscal year or other designated time period for the issues listed on the attached schedule (Exhibit A), and any new bonds or commercial paper (or similar vehicle) issued by the I-Bank during the term of the contract. Present an interim arbitrage calculation report on each bond issue through June 30 of each fiscal year, and for fifth-year and final installment

calculation dates. The report shall be delivered to the I-Bank by July 21, of each fiscal year or earlier if requested by the I-Bank. The report shall contain a summary of the liability for each bond issue; a summary of the computed bond yield for each bond issue; and a list of all assumptions used in computing the arbitrage calculation.

3. Fifth year installment calculations and final calculations are required no later than four weeks prior to the dates payments are due to the I.R.S. Provide an aggregated arbitrage report of all reports presented in item 2 above (see attached example) *Exhibit F*.

4. Provide appropriate documentation that supports all calculations. Provide all relevant data/calculations used to create the summary report in excel spreadsheet or similar format for the I-Bank to maintain its own data.

5. In the letter that accompanies each report, the Vendor is required to include a statement that each of the following funds was included in the calculation of arbitrage rebate or a statement why the funds were not included in the calculation of arbitrage rebate:

    a. Project funds
        i. Vendor may be required to track numerous project loan accounts. See attached summary for a breakdown of the amount of project loan accounts related to each transaction.
        ii. Unspent project loan accounts (if any) are transferred to defeasance escrows.
    b. Reserve funds
        i. Reserve funds are funded by Sale Proceeds as well as other proceeds.
    c. Master Program Trust Account
        i. The Master Program Trust Account is funded by loan repayments and operates as a commingled reserve fund, sinking fund, or replacement fund within the meaning of Treasury Regulations Section 1.148-6(e)(6). The Master Program Trust must be tracked and allocated to each bond issue in accordance with Treasury Regulations Section 1.148-6(e)(6).
    d. Cost of issuance funds
    e. Transferred proceeds
    f. Debt service funds
        i. Vendor is required to test the funds treated as used to pay debt service on each issue covered by the contract for the computation period to determine if the funds are excludable from gross proceeds as part of a bona fide fund. A copy of the test is required to be included with each calculation.
    g. Refunding escrow funds
    h. Capitalized interest accounts; and

i. Any other funds containing Gross Proceeds not otherwise covered or that get considered above.

6. Coordinate between the Bond Trustee, the I-Bank and bond counsel so all necessary information is provided to perform calculations accurately.

7. Preparation of required Internal Revenue Service forms and returns.

8. Assist the I-Bank as necessary in the event of an Internal Revenue Service inquiry involving the computation of rebate or yield restriction with respect to any computation covered by the contract.

9. Assist the I-Bank in planning and budgeting for the arbitrage compliance services each fiscal year.

10. The successful Firm shall obtain past tickler system information from the current contractor. The Firm shall maintain a tickler system which monitors critical deadlines for all I-Bank bond issues, including all calculation due dates, including interim calculation dates, fifth year anniversary dates and those relating to revised calculation dates when bonds have been refunded.

11. Provide consultation to I-Bank staff as necessary on matters related to the Internal Revenue Code Provisions.

12. Provide assistance and consultation as necessary for proper retention of arbitrage records and documentation by the I-Bank.

13. Provide a legal opinion from a nationally recognized bond counsel firm as to the liability due to the I.R.S. under any of the arbitrage regulations. The opinion must include a statement that the calculation methodology used is consistent with current tax laws and regulations and may be relied upon by the I-Bank in determining its liability payments to the I.R.S.

The Firm's legal counsel is required to work with and be available to the I-Bank's legal counsel throughout the term of the contract at no additional cost.

IV. EVALUATION PROCEDURE and CRITERIA

a. Ranking Criteria - The I-Bank has appointed a committee to review the proposals submitted in response to this request for proposals and to make recommendations to the I-Bank's Board of Directors. The committee members will individually review all proposals considering the following major evaluation criteria, ranking each firm on a scale of 1 to 10

and assign the following weights for each such criterion:

- The Firm's proposal for arbitrage compliance services which specifically addresses compliance with federal tax law, and experience with similar public programs (2)

- The relevant experience and qualifications of the team to provide service to the I-Bank including experience in managing similar State accounts (3)

- The Firm's experience and qualifications to efficiently manage arbitrage compliance, and provide all required services, specifically Tax Law and Bond Law expertise (3)

- The Firm's reputation as a respected, nationally known, experienced Arbitrage Compliance consultant (2)

- The firm's presence in New Jersey, and the team's proximity to the I-Bank (2).

In addition, at the I-Bank's discretion;

- Presentation -- the firms having the highest preliminary rankings based on the above criteria, may, at the I-Bank's discretion, be invited to conduct a presentation of their proposals either in person or via conference call with the I-Bank ((3) – to be additive to each Firm's original score ranking).

- The proposed cost for services and the methodology stated for setting compensation. Fee Proposal (separately sealed)

Please be advised that cost will not be the sole determining factor.

Please Note: Joint ventures will not be considered.

b. Submission Requirements (# copies, addressee, etc.)

Both an electronic copy (via e-mail or "soft" copy on a flash drive/stick) and one unbound original (via courier or overnight express mail) of your proposal, including all required Appendices and Forms, should be delivered to:

David E. Zimmer
Executive Director
New Jersey Infrastructure Bank
3131 Princeton Pike, Building 4, Suite 216
Lawrenceville, NJ 08648
procurement@njib.gov
(609) 219-8600
Attn: Arbitrage Compliance Services Provider

All proposals must be received by 12:00 noon EST, Friday, September 25, 2020.

Proposals received after this date and time will not receive further consideration.

All documents and information submitted in response to this RFP generally shall be available to the general public as required by applicable law and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. and applicable law.

Communications with representatives of the I-Bank concerning this RFP, by your firm or on your firm's behalf, are **NOT** permitted during the submission and evaluation process (except as specified below). No telephone inquiries will be accepted. If you have questions or require clarification on any aspect of this RFP, please forward the request via email to procurement@njib.gov. **Failure to adhere to these communication restrictions will result in the immediate rejection of your firm's proposals.** Questions must be submitted by 3:00 pm EST on Friday, September 11, 2020.

The I-Bank will not be responsible for any expenses in the preparation and/or presentation of the proposals and oral interviews, if any, or for the disclosure of any information or material received in connection with the solicitation, whether by negligence of otherwise.

Responding firms may withdraw their proposal at any time prior to the filing date and time by written notification signed by an authorized agent of the firm. The proposal may thereafter be resubmitted, but only up to the final filing date and time.

The responding firm assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after proposals are opened because of a firm's failure to be knowledgeable about all the requirements of this RFP. By submitting a proposal in response to this RFP, the firm represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP.

c. Oral Presentation(s) and/or Clarification of Proposal

A bidder may be required to give an oral presentation to the Review Committee concerning its proposal. The Review Committee may also require a bidder to submit written responses to questions regarding its proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify its proposal. Original proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other proposals are permitted. Proposers may not attend presentations made by their competitors.

It is within the Review Committee's discretion whether to require a proposer to give an oral presentation or require a proposer to submit written responses to questions regarding its proposal. Action by the Review Committee in this regard should not be construed to imply acceptance or rejection of a proposal. The Project Manager will be the sole point of contact regarding any request for an oral presentation or clarification.

If it is necessary to interview one or more firms, the interviews will take place the week of October 5, 2020. You will be notified by phone if your firm needs to appear.

V. TECHNICAL PROPOSAL - INFORMATION REQUIRED TO BE PROVIDED BY BIDDER

It is the proposing firm's responsibility to provide all required information, including required attachments. No information beyond that specifically requested is required and proposing firms are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. To this end, the proposing firm shall complete and/or submit the following documents as part of his/her sealed proposal package presented in the following format and order. **Unless otherwise indicated, a <u>proposal that does not provide all of the information requested below may be rejected.</u>**

1. An Executive summary of not more than three (3) pages identifying and substantiating the basis of your contention that you are the best qualified firm to provide the requested services for the I-Bank. Please provide a brief history of your Firm's experience and expertise in providing arbitrage services, including (i) financial and analytical expertise; (ii) tax law expertise, including the ability to provide a legal opinion; and (iii) bond law expertise. In addition, please address what it is that your firm offers to the I-Bank that competing firms cannot, a statement that the proposal is a firm and irrevocable offer for the engagement period. Include the signature of an authorized official of the firm who has been designated to submit the proposal on behalf of their firm. Provide the name and address of the firm, the name, telephone number, fax number, and e-mail address of individual or individuals responsible for the preparation of this proposal who may be contacted in the event of questions or notification, and the location of the office, if other than

that shown above at which the services to be provided hereunder will be performed.

2. A staffing plan listing those persons who will be assigned to the engagement if your firm is selected, including the designation of the person who would be responsible for the engagement. (The "Proposed Team") This portion of the proposal should include the relevant resume information for the individuals who would be assigned including, at a minimum, a description of the person's relevant professional experience, years and type of experience, and number of years with the firm.

3. A description of resources of the firm (i.e., background, location, experience, staff resources, financial resources, other resources, etc.). Provide a copy of the firm's most recent audited financial statements.

4. A listing of all current public clients, including information on the type of engagement.

5. Six references, including at least three clients for whom services have been provided for at least three years. Provide the contact names, positions, email addresses, and phone numbers.

6. Describe the resources dedicated to risk management compliance at your firm. Describe the risk management system, specifically addressing who is responsible for risk management as well as the processes in place for the identification, resolution and notification of errors and policy warnings.

7. Provide a description of any pending or concluded claim, investigation or litigation involving your firm implicating a sum of $5 million or more since January 1, 2015.

8. Describe any pending or concluded claim, investigation or litigation involving a Proposed Team member implicating the sum of $100,000 or more since January 1, 2015.

9. Provide a listing of any and all suspensions or pending or concluded investigations or disciplinary actions by any regulatory agency of your firm or any of its personnel since January 1, 2015 with an explanation of the reason for any suspensions or expulsions and the time period for such actions.

10. Describe all regulatory, professional or business licenses held and maintained by your firm, its directors, or officers and principals and any of the individuals who will be responsible for providing the services described in this RFP that are required in order to do business in the State or elsewhere.

11. Please describe your firm's presence in New Jersey including location of offices.

12. Identify any existing or potential conflicts of interest, as well as your representation of parties or other relationships that might be considered a conflict of interest, that may affect or involve transactions for the I-Bank.

Note: The I-Bank reserves the right: 1) to reject any and all proposals or 2) to waive any informalities or irregularities therein. The award will be made to the firm whose appointment as Arbitrage Compliance Consultant is deemed to be in the best interest of the I-Bank and the State.

VI. OTHER REQUIREMENTS

Attachments

a. Specific to RFP

Exhibits

Exhibit A - Schedule of Bonds
Exhibit B - Standard Terms and Form of Contract for Arbitrage Compliance Services
Exhibit C - State Required Forms
Exhibit D - Ranking Sheet
Exhibit E - Form Pricing Schedule
Exhibit F - Sample Aggregated Arbitrage Report (showing both rebate and yield restriction computations)

b. Forms and Other Requirements

The following documents must be completed and submitted with the bid proposal. All forms listed below can be downloaded from the Department of Treasury website: http://www.state.nj.us/treasury/purchase/forms.shtml.

The required forms are also attached as **Attachment B – State Requirement Forms.**

1. Ownership Disclosure Form (N.J.S.A. 52:25-24.2)
2. New Jersey Business Registration Certificate. Please provide a copy of your firm's business registration certification (or interim registration) (N.J.S.A. 52:32-44). If the firm is not already registered with the New Jersey Division of Revenue, the form should be completed online at the Division of Revenue website: https://www.state.nj.us/treasury/revenue/busregcert.shtml.
3. Disclosure of Investigations and Other Actions Involving Bidder Form

4. Disclosure of Investment Activities in Iran (N.J.S.A. 52:32-58)
5. Affirmative Action Employee Report
6. Two-Year Chapter 51/Executive Order No. 117 (Corzine) - Vendor Certification and Disclosure of Political Contributions ("E.O. No. 117")

a. Specific Statutory Requirements

Chapter 51 and Executive Order No. 117. Pursuant to Public Law 2005, Chapter 51 ("Chapter 51") and Executive Order No. 117 (Corzine 2008) ("E.O. No. 117"), State departments, agencies and authorities are precluded from awarding contracts exceeding $17,500 to vendors who make certain political contributions on and after October 15, 2004, to avoid any appearance that the selection of contracts is based on the contractors' political contributions. Chapter 51 also requires the disclosure of all contributions to any political organization organized under 26 U.S.C. 527 that also meets the definition of a "Continuing Political Committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7. **Failure to submit the certification and disclosure form(s) shall be cause for rejection of your institution's proposal. Please consult the website listed below for information and forms relating to Chapter 51 and E.O. No. 117.**

https://www.nj.gov/treasury/purchase/forms/eo134/CH51-FAQ.pdf

The firm selected pursuant to this RFP shall be required to maintain compliance with Chapter 51 and E.O. No. 117 throughout the term of its engagement.

7. **Chapter 271.** Pursuant to Public Law 2005, Chapter 271 ("Chapter 271"), the firm is required to disclose its (and its principals') political contributions within the immediately preceding twelve (12) month period prior to entering into a contract. No prospective firm will be precluded from entering a contract with the State by virtue of the information provided in the Chapter 271 disclosure provided the form is fully and accurately completed. Prior to award of this engagement, the financial institution selected pursuant to this RFP shall be required to submit Chapter 271 disclosures, although completion and submission of the form is not required to be included in your proposal. For a copy of the Chapter 271 disclosure form please refer to:

   http://www.state.nj.us/treasury/purchase/forms/CertandDisc2706.pdf.

   If selected pursuant to this RFP, please also be advised of your firm's responsibility to file an annual disclosure statement on political contributions with the NJ Election Law Enforcement Commission ("ELEC") pursuant to N.J.S.A. 19:44A-20.13 (L. 2005, c. 271, section 3) if your firm receives contracts in excess of $50,000 from a public entity during a calendar year. It is your financial institution's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or www.elec.state.nj.us.

8. Source Disclosure Form (N.J.S.A. 52:34-13.2; E.O. No. 129 McGreevey)

   Chapter 92 and Executive Order No. 129. Pursuant to Public Law 2005, Chapter 92 and Executive Order No. 129 (McGreevey 2002), all services performed pursuant to this engagement shall be performed within the United States of America.

9. **Emergency Preparedness** – To support continuity of operations during an emergency, including a pandemic, I-Bank needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to I-Bank have planned for such an emergency and put contingencies in place to provide needed goods and services.

   a. Describe how you anticipate such a crisis will impact your operations.

   b. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:

      - Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees).
      - Identify essential business functions and key employees (within your organization) necessary to carry them out.
      - Contingency plans for:
        - How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
        - How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
      - How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
      - How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

10. Contractor's Insurance

10.1 Any insurance company providing coverage must be authorized to do business in the State of New Jersey. The contractor shall not commence work under this contract, until the contractor has obtained all insurance required under this paragraph and such insurance has been approved by the I-Bank, nor shall the Contractor allow any subcontractor to commence work, in his/her subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

10.2 Insurance coverage shall remain in effect during the contract period. The Contractor shall furnish the I-Bank with proof of Insurance by execution of the Certificate of Insurance, of which a copy is included herein. The I-Bank shall be named additional insured. The Contractor's insurance shall apply to and provide coverage for all subcontractors and/or suppliers unless the Contractor forwards to the I-Bank the Certificate of Insurance for the subcontractor and/or supplier. The Contractor shall give the I-Bank 30 days written notice of any material change in, cancellation of, or expiration of the policies.

10.3 Certificates of the Required Insurance Certificates as listed below shall be submitted along with the contract as evidence covering Comprehensive General Liability, Comprehensive Automobile Liability, and where applicable, necessary Workers' Compensation and Employers' Liability Insurance. Such coverage shall be with acceptable insurance companies operating on an admitted basis in the State of New Jersey and shall name the I-Bank as an additional insured. The following types of insurance are required:

a. General Liability Insurance. This insurance shall have limits of not less than $1,000,000 any one person and $1,000,000 any one accident for bodily injury and $2,000,000 aggregate for property damage, and shall be maintained in force during the life of this contract by the bidder.

b. Automobile Liability Insurance. This insurance covering bidder for claims arising from owned, hired and non-owned vehicles with limits of not less than $1,000,000 any one person and $1,000,000 any one accident for bodily injury and $1,000,000 each accident for property damage, shall be maintained in force during the life of this contract by the bidder.

c. Excess Liability

d. Workers' Compensation and Employers' Liability. This insurance shall be maintained in force during the life of this contract by the bidder covering all employees engaged in the performance of this contract in accordance with the applicable statute. Minimum Employers' Liability $1,000,000.00.

11. **Applicable Law.** The Agreement, including this RFP and any and all litigation arising there from or related thereto shall be governed by the applicable laws, regulations, and rules of evidence of the State of New Jersey without reference to conflict of law principles. Any litigation

arising from this Agreement shall be under the jurisdiction of and filed in Mercer County, New Jersey.

12. **Claims.** All claims asserted against the I-Bank by any Bidder or Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

NOTE: Each firm submitting a response to this RFP is required to provide the State with proof of business registration in New Jersey. Further, in compliance with Executive Order No. 129 issued September 9, 2004 each firm submitting a response to this RFP is required to indicate in their proposal the location by country where services under the contract will be performed.

FURTHER NOTE: The firm selected pursuant to this RFP will be required to comply with Executive Order 134 issued on September 22, 2004, limiting the ability of State agencies and independent authorities to enter contracts with business entities that have made certain political contributions.

VII. COST PROPOSAL – (Please include in a separate sealed envelope labeled Cost Proposal)

Provide a compensation schedule by providing the following information (see attached Pricing Schedule, this format must be used):

- Provide your methodology for calculation of fees.

The Cost Proposal shall be submitted in an envelope separately sealed from the technical proposal and labeled with the bidder's name and "Cost Proposal". The cost proposal shall be comprised of the bidder's completed Pricing Schedule which is attached as *Exhibit E*. Upon determination of the highest ranked technical bidder, the cost proposals shall be reviewed and a cost for providing services shall be negotiated with the highest ranked bidder. If an acceptable fee is unable to be negotiated, the I-Bank shall enter negotiations with the second highest ranked bidder. Please be advised that cost will not be the sole determining factor.

VIII. CONTRACT TERMS

1. Period of Services:

The term of the contract shall be for the period commencing on or about January 1, 2021 and shall continue until December 31, 2022. The I-Bank reserves the right, at the option of the I-

Bank's Board of Directors, to extend the contract for two additional one-year terms, until December 31, 2024.

2. Standard Terms and Conditions:

The attached Standard Contract Terms and Conditions *(Exhibit B)* are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of I-Bank's terms and conditions, modification or exception in I-Bank's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.

All of I-Bank's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with I-Bank's, I-Bank's terms and conditions will prevail, unless the bidder is notified in writing of I-Bank's acceptance of the bidder's terms and conditions.

Dated: August 28, 2020

RESOLUTION NO. 20 - 52

RESOLUTION OF THE NEW JERSEY INFRASTRUCTURE BANK AUTHORIZING AND ADOPTING A DOMESTIC VIOLENCE AND CRIMINAL CONDUCT POLICY

WHEREAS, the New Jersey Infrastructure Bank ("I-Bank"), pursuant to and in accordance with the New Jersey Infrastructure Trust Act, constituting Chapter 334 of the Pamphlet Laws of 1985 of the State of New Jersey (codified at N.J.S.A. 58:11B-1 et seq.), as the same may from time to time be amended and supplemented ("Act") and pursuant to Section IX of its By-Laws is authorized to enact and amend policies; and

WHEREAS, N.J.S.A. §11A:1-6a directs the Civil Service Commission to develop a uniform domestic violence policy and requires all public employers in New Jersey to adopt a uniform domestic violence policy regardless of whether a public employer is subject to the provisions of Title 11A, Civil Service, of the New Jersey Statutes; and

WHEREAS, the Civil Service Commission developed such a uniform Statewide Domestic Violence Policy for public employers which, in accordance with N.J.S.A. §11A:1-6a, may be modified to suit any unique needs of the public employer; and

WHEREAS, the I-Bank deems the enactment of a domestic violence and criminal conduct policy as integral to its commitment to providing a safe and secure working environment; and

NOW THEREFORE BE IT RESOLVED, the I-Bank Board of Directors ("Board") through this Resolution authorizes and approves (i) the adoption of I-Bank Policy No. 3.06 titled "Domestic Violence and Criminal Conduct Policy" through the Policy Statement attached to and incorporated with this Resolution as Exhibit A, with such immaterial modifications to the Policy Statement as the Executive Director of the I-Bank shall approve, following consultation with the Office of the Attorney General of the State, and (ii) the implementation of the Policy Statement pursuant to its terms; and

BE IT FURTHER RESOLVED, the Executive Director's authority to amend the Domestic Violence and Criminal Conduct Policy is limited to immaterial modifications, clarification of ambiguous or inconsistent provisions, grammatical corrections, correction of obvious omissions and/or errors, and conformity of the Domestic Violence and Criminal Conduct Policy with State practices or long-standing I-Bank practices.

Adopted Date:	August 13, 2020
Motion Made By:	Ms. Kimberly Holmes
Motion Seconded By:	Mr. Mark Longo
Ayes:	6
Nays:	0
Abstentions:	0

EXHIBIT A
DOMESTIC VIOLENCE AND CRIMINAL CONDUCT POLICY

NEW JERSEY INFRASTRUCTURE BANK

POLICY HR-0001

SUBJECT: Domestic Violence and Criminal Conduct Policy

EFFECTIVE DATE: August XX, 2020

APPROVED BY: I-Bank Board

1.0 PURPOSE

The New Jersey Infrastructure Bank ("I-Bank") has a duty to encourage staff members who are victims of domestic violence to seek help and support from outside agencies equipped with professionals trained to offer such assistance. This Policy lays out the responsibilities and procedures adopted by the I-Bank to provide such encouragement and aid.

In addition, all New Jersey State staff members have a right to work in a safe and secure environment. The I-Bank is committed to promoting a safe environment for its staff members, clients, customers and visitors, and to working with staff members to maintain a work atmosphere that is free from violence, harassment, intimidation, and other disruptive behavior. The I-Bank has zero-tolerance for current or prospective staff members committing criminal acts. This Policy also lays out the responsibilities and procedures adopted by the I-Bank to provide a non-violent environment.

2.0 SCOPE

Provide information for staff and procedures for Supervisors on how to respond to situations where staff members (or their relations) may be victims of abuse. Information includes the contact information and location of facilities in each county within the State that offer such help *(see Section 5-I)*.

Establish the I-Bank's policies and procedures and provide guidance to all staff, Consistent with Executive Order No. 49 (Murphy), for addressing and responding to violence in the workplace *(see Section 5-II)*.

3.0 DEFINITIONS

Abuser/Perpetrator: An individual who commits or threatens to commit an act of domestic violence, including unwarranted violence against individuals and animals. Other abusive behaviors and forms of violence can include the following: bullying, humiliating, isolating, intimidating, harassing, stalking, or threatening the victim, disturbing someone's peace, or destroying someone's property.

Act of Violence: Any act or threat of physical violence, harassment, intimidation, or other threatening disruptive behavior.

Domestic Violence: Acts or threatened acts, that are used by a perpetrator to gain power and control over a current or former spouse, family member, household member, intimate partner, someone the perpetrator dated, or person with whom the perpetrator shares a child in common or anticipates having a child in common if one of the parties is pregnant. Domestic violence includes, but is not limited to the following: physical violence; injury; intimidation; sexual violence or abuse; emotional and/or psychological intimidation; verbal abuse; threats; harassment; cyber harassment; stalking; economic abuse or control; damaging property to intimidate or attempt to control the behavior of a person in a relationship with the perpetrator; strangulation; or abuse of animals or pets owned by or associated with the victim.

Human Resources Officer (HRO): An I-Bank staff member with a human resources job title, or its equivalent,

who is responsible for orienting, training, counseling, and appraising staff. The HRO shall designate a back-up HRO, who shall have a background in human resources or have a legal position within the I-Bank, and who shall perform the duties of the HRO in the HRO's absence. The HRO is designated by the I-Bank as the primary contact to assist staff members in reporting domestic violence incidents.

Intimate Partner: Partners of any sexual orientation or preference who have been legally married or formerly married to one another, have a child or children in common, or anticipate having a child in common if one party is pregnant. Intimate partner also includes those who live together or have lived together, as well as persons who are dating or have dated in the past.

Temporary Restraining Order (TRO): A civil court order issued by a judge to protect the life, health or well-being of a victim. TROs can prohibit domestic violence offenders from having contact with victims, either in person or through any means of communication, including third parties. TROs also can prohibit offenders from a victim's home and workplace. A violation of a TRO may be a criminal offense. A TRO will last approximately 1O business days, or until a court holds a hearing to determine if a Final Restraining Order (FRO) is needed. In New Jersey, there is no expiration of a FRO.

Victim: A person who is 18 years of age or older, or who is an emancipated minor and who has been subjected to domestic violence by a spouse, former spouse, or any other person who is a present household member or was at any time a household member. A victim of domestic violence is also any person, regardless of age, who has been subjected to domestic violence by one of the following actors: a person with whom the victim has a child in common; a person with whom the victim anticipates having a child in common, if one of the parties is pregnant; and a person with whom the victim has had a dating relationship.

Weapon - shall mean any instrument which will cause death or great bodily injury when used in the ordinary and usual manner contemplated by its design and construction and includes, but is not limited to: firearms, clubs, knives, stun guns, brass knuckles and martial arts weapons. It does not include an ordinary pocketknife or tool, which an employee uses in conjunction with work or is authorized by a supervisor for a legitimate work-related purpose.

Workplace: Any location, either permanent or temporary, where a staff member performs any work-related duty (any field location, off-site event, or any facility where State business is conducted). The workplace includes office buildings and surrounding perimeters, including parking lots, field locations, as well as traveling to and from work assignments.

Workplace-Related Incidents: Incidents of domestic violence, sexual violence, dating violence, and stalking, including acts, attempted acts, or threatened acts by or against staff members, the families of staff members, and/or their property, that imperil the safety, well-being, or productivity of any person associated with an I-Bank staff member, regardless of whether the act occurred in or outside the organization's physical workplace. A staff member is considered to be in the workplace while in or using the resources of the I-Bank. This includes, but is not limited to, facilities, work sites, equipment, vehicles, or while on work-related travel.

4.0 RESPONSIBILITY

Employees are responsible for:

- Reporting to their supervisor if they feel that someone presents a danger or demonstrates suspicious behavior
- Contacting emergency services in the event of an imminent danger to themselves and/or others

- Conducting themselves at work and in their personal lives in a manner that projects a positive image to the public
- Reporting to the I-Bank within 48 hours in the event they are arrested, charged, or convicted with a crime

Supervisors/Managers are responsible for:

- Responding to situations reported by employees
- Notifying the HRO in the event an employee reports an arrest, charge or conviction
- Taking appropriate action in accordance with the New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq.

Human Resource Officer (HRO) is responsible for:

- Maintaining the confidentiality of any staff member making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law
- Ensuring confidentiality of staff members' records
- Taking appropriate action in accordance with the New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq.
- *See* Section 5-I(a)

5.0 POLICY

I. DOMESTIC VIOLENCE RESPONSE

In adopting the I-Bank Domestic Violence Response Policy modeled on the State of New Jersey Domestic Violence Policy for Public Employers, the I-Bank has formalized its response to reports of domestic violence.

a. Domestic Violence Reporting Procedures

Staff members who are victims of domestic violence are encouraged to seek immediate assistance from their HRO. Staff members who have information about or witness an act of domestic violence against a staff member, are encouraged to report that information to the designated HRO, unless the staff member is required to report the domestic violence pursuant to applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines that impose a duty to report, in which case the staff member must so report to the appropriate authority in addition to reporting to the HRO. Nothing in this policy shall preclude a staff member from contacting 911 in emergency situations. Indeed, the HRO shall remind staff members to contact 911 if they feel they are in immediate danger.

The HRO shall:

(i) Receive training on responding to and assisting staff members who are domestic violence victims. A secondary HRO shall be designated and appropriately trained to respond to and assist domestic violence victims in the event the primary HRO is unavailable.

(ii) Immediately respond to a staff member upon request and provide a safe and confidential location to allow the staff member to discuss the circumstances surrounding the domestic violence incident and the request for assistance.

(iii) Determine whether there is an imminent and emergent need to contact 911 and/or local law enforcement.

(iv) Provide the staff member with resource information and a confidential telephone line to make necessary calls for services for emergent intervention and supportive services, when appropriate.

The HRO or the staff member can contact the appropriate Employee Assistance Program to assist with securing resources and confidential services.

(v) Refer the staff member to the provisions and protections of the New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1 et seq. (NJ SAFE Act).

(vi) In cases where domestic violence involved a sexual touching or sexual assault between staff members, the HRO is also required to report the incident to the I-Bank's EEO Officer or Title IX Officer, as appropriate.

(vii) If there is a report of sexual assault or abuse, the victim should be offered the services of the Sexual Assault Response Team.

(viii) Maintain the confidentiality of the staff member and all parties involved, to the extent practical and appropriate under the circumstances, pursuant to this policy. *(See* Section 5-I(a)(vii)).

(ix) Upon the staff member's consent, the staff member may provide the HRO with copies of any TROs, FROs, and/or civil restraint agreements that pertain to restraints in the work place and ensure that security personnel are aware of the names of individuals who are prohibited from appearing at the work location while the staff member who sought the restraining order is present. All copies of TROs and FROs must be kept in a separate confidential personnelfile.

b. Confidentiality Policy

In responding to reports of domestic violence, the HRO shall seek to maintain confidentiality to protect a staff member making a report of, witnessing, or experiencing domestic violence, to the extent practical and appropriate under the circumstances and allowed by law.

This confidentiality policy shall not prevent disclosure where to do so would result in physical harm to any person or jeopardize safety within the workplace. When information must be disclosed to protect the safety of individuals in the workplace, the HRO shall limit the breadth and content of such disclosure to information reasonably necessary to protect the safety of the disclosing staff member and others and comply with the law. The HRO shall provide advance notice to the staff member who disclosed information, to the extent possible, if the disclosure must be shared with other parties in order to maintain safety in the workplace or elsewhere. The HRO shall also provide the staff member with the name and title of the person to whom they intend to provide the staff member's statement and shall explain the necessity and purpose regarding the disclosure. For example, if the substance of the disclosure presents a threat to staff members, then law enforcement will be alerted immediately.

This policy does not supersede applicable laws, guidelines, standard operating procedures, internal affairs policies, or New Jersey Attorney General directives and guidelines where mandatory reporting is required by the I-Bank or a specific class of employees.

c. Confidentiality of Staff Member Records

To ensure confidentiality and accuracy of information, this policy requires the HRO to keep all documents and reports of domestic violence in a confidential personnel file separate from the staff member's other personnel records. These records shall be considered personnel records and shall not be government records available for public access under the Open Public Records Act. See N.J.S.A. 47:1A-10.

d. New Jersey Security and Financial Empowerment Act

The New Jersey Security and Financial Empowerment Act, N.J.S.A. 34:11C-1, et seq. (NJ SAFE Act), is a law that provides employment protection for victims of domestic or sexual violence.

The NJ SAFE Act allows a maximum of 20 days of unpaid leave in one 12-month period, to be used within 12 months following any act of domestic or sexual violence. To be eligible, the employee must have worked at least 1,000 hours during the 12-month period immediately before the act of domestic or sexual violence. Further, the employee must have worked for an employer in the State that employs 25 or more employees for each working day during 20 or more calendar weeks in the current or immediately preceding calendar year. This leave can be taken intermittently in days, but not hours.

Leave under the NJ SAFE Act may be taken by an employee who is a victim of domestic violence, as that term is defined in N.J.S.A. 2C:25-19 and N.J.S.A. 30:4-27.6, respectively. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, civil union partner, or other relationships as defined in applicable statutes is a victim of domestic or sexual violence.

Leave under the NJ SAFE Act may be taken for the purpose of engaging in any of the following activities, for themselves, or a child, parent, spouse, domestic partner, or civil union partner, as they relate to an incident of domestic or sexual violence:

1. Seeking medical attention;
2. Obtaining services from a victim services organization;
3. Obtaining psychological or other counseling;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase safety;
5. Seeking legal assistance or remedies to ensure health and safety of the victim; or
6. Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence.

The full text of the New Jersey SAFE Act is provided in the Appendix to this policy.

e. Resources

This policy provides an Appendix listing resources and program information readily available to assist victims of domestic violence. These resources shall be provided by the designated HRO to any victim of domestic violence at the time of reporting.

f. Commission of an Act of Domestic Violence

A criminal conviction resulting from the commission of an act of domestic violence or a final restraining order enforced against a current or prospective I-Bank staff member stemming from an act of domestic violence are examples of actionable evidence that an incident of domestic violence occurred.

Appropriate disciplinary, administrative, or criminal action shall be taken against any staff member who commits an act of domestic violence. Administrative or disciplinary action can take many forms depending on the circumstances, up to and including immediate suspension, removal, and/or forfeiture of employment.

II. VIOLENCE IN THE WORKPLACE

I-Bank staff members are expected to, both at work and in their personal lives, conduct themselves in a manner that projects a positive image to the public. Any conduct that diminishes the public's trust in the integrity of I-Bank staff members is intolerable. Appropriate disciplinary and administrative action shall be taken against any person who commits an act of violence or otherwise and the appropriate law enforcement agencies will be notified.

Administrative and disciplinary action can take many forms depending on the circumstances, up to and including immediate suspension, removal, and/or forfeiture of employment. This policy applies to all locations where staff members work or represent the I-Bank, and includes I-Bank office(s), customer and vendor premises, and offsite events and activities.

The I-Bank will not tolerate any behavior of any staff member, visitor, or any other person that reasonably poses a threat to the safety and security of, or that harms any I-Bank staff member or I-Bank property. In furtherance of this policy, all staff members have a responsibility to adhere to work practices designed to make the workplace more safe and secure.

a. Protective or Restraining Orders

   I-Bank staff members who have been granted court-ordered protection, which extends to the workplace, must notify his/her supervisor and the HRO who will work together to develop a plan to ensure compliance with the order and maintain the safety of the staff members and others at the workplace.

b. Weapons in the Workplace

   Under no circumstances may a staff member or member of the public (other than an appropriately licensed law enforcement or security officer) possess any form of weapon such as a firearm, knife (with a blade longer than 3 inches), or explosive device on their person or in state vehicles. If an individual has a permit to carry such type of weapon, this policy shall supersede that permit. In addition, use of or intent to use any other object as a weapon is also a violation of this policy. If the above situation exists, such individuals will be asked to remove any form of weapon from the worksite. Staff members who become aware of the presence of a weapon should immediately report it to management. If management is unsuccessful in obtaining voluntary consent to this request, law enforcement assistance shall be sought.

c. Imminent or Actual Violence Situations

   Actual threats should always be taken seriously and responded to immediately. If a staff member feels that someone presents a danger or demonstrates suspicious behavior, he or she should take proper precaution, and promptly report such behavior to his or her supervisor or manager.

   Moreover, if circumstances indicate imminent or actual danger involving weapons or personal injury, employees should take the necessary precautions to assure their own safety and the safety of others by dialing 9-911 from state phone lines (911 from cell phones) for immediate law enforcement and medical assistance.

d. Removal from the Workplace

   Any person who engages in any act of violence at the I-Bank office may be removed from the workplace as quickly as safety permits and may be banned from entering the I-Bank office until an investigation is completed.

   In the event an I-Bank staff member engages in an act of violence outside of the I-Bank office, that staff member may be banned from entering the I-Bank office until an investigation into the incident is completed.

III. CRIMINAL CONDUCT OUTSIDE THE WORKPLACE

If an I-Bank staff member is arrested, charged with, or convicted of a crime resulting from conduct outside the workplace, his or her actions may result in disciplinary action, up to and including termination of employment. The I-Bank will follow all procedures pursuant to N.J.A.C. 4A:2-2.1 et seq. in determining if discipline is appropriate.

Any I-Bank staff member convicted of a crime of the third degree or above shall forfeit his or her employment. N.J.S.A. 2C:51-2.

IV. DUTY TO ADVISE OF ARRESTS, CHARGES, AND CONVICTIONS

In the event an I-Bank staff member is arrested, charged, or convicted with a crime, he/she must notify the I-Bank as soon as the incident occurs, but no later than 48 hours of the occurrence. Staff members are responsible for informing their immediate supervisor verbally or in writing within the specified 48-hour time period. The supervisor is responsible to notify the HRO within one (1) business day upon receipt of any notification, written or verbal, received from a staff member pursuant to this policy.

Upon the HRO's request, staff members are further responsible to follow up immediately with a written statement to the HRO. The written statement shall contain the nature and circumstances of the incident, date and location of the offense, law enforcement agency involved, date of court appearance, and decision of the court, if any. Staff members are responsible to immediately provide a copy to the HRO of a summons, police report, conviction or certificate of disposition upon receipt.

Failure to report any arrest, charge, or conviction in accordance with this policy may result in disciplinary action, up to and including termination of employment.

V. PROSPECTIVE HIRES

All offers of employment at the I-Bank are contingent upon a review of the results of a criminal background check. The I-Bank reserves the right to not hire any candidate whose background check reveals a criminal conviction, or a final restraining order stemming from an act of violence, domestic or otherwise.

Prospective hires who have a temporary restraining order active against them may be extended an offer of employment with the understanding that employment will be rescinded in the event the temporary restraining order becomes a final restraining order.

6.0 RELATED DOCUMENTS

7.0 REVISION HISTORY

Date	Description	Requestor

NJIB BOARD MEETING August 13, 2020

SUMMARY OF ANNOUNCEMENTS:

Executive Director Zimmer summarized the substantive events and correspondence issued since the last I-Bank Board meeting.

- On **August 12, 2020**, Executive Director Zimmer and CFO Kaltman participated on a call with DEP Assistant Commissioner Adrienne Kreipke and bond counsel Richard Nolan and Sean Duane of McCarter & English to discuss proposed modifications to Atlantic County UA's General Bond Resolution;
- On **August 12, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program to county and municipality representatives in **Burlington** County;
- On **August 11, 2020**, Senior staff and members of Financial Advisor PFM participated on a call with the banking and credit teams of Banking Facility Pool Member JP Morgan Chase to discuss JP Morgan's proposal for a short-term lending facility;
- On **August 6, 2020**, Executive Director Zimmer and CFO Kaltman participated on a call with members of Gloucester County UA to discuss compliance with the I-Bank's COVID-19 credit guidelines;
- On **August 6, 2020**, Executive Director Zimmer attended NJEDA's Kickoff Meeting for Inter-agency Working Group regarding the NJ Green Fund Initiative;
- On **August 6, 2020,** IT Manager Schmidt participated in an I.T. Infrastructure Audit general summary meeting performed and presented by Domain Computer Services;
- On **August 4, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program to county and municipality representatives in **Union** County;
- On **July 31, 2020**, Executive Director Zimmer participated in DEP Interagency Council on Climate Resilience hosted by Commissioner McCabe and Assistant Commissioner Rosenblatt;
- On **July 30, 2020**, Assistant Director and Legal and Compliance Officer Karp was a panel participant at the Fourth Annual Blueprint 2025 2X Infrastructure Leadership Forum to discuss State Infrastructure Banks' role as a channel for revitalizing the economy through infrastructure investment.
- On **July 29, 2020**, Executive Director Zimmer, COO Peterson and senior staff from the DEP participated on a call with USEPA to discuss the eligibility of various projects in the potential WIFIA Loan portfolio;
- On **July 29, 2020**, Senior staff from the I-Bank and NJDEP participated on a call with representatives of JCMUA to discuss project eligibility issues regarding the Bayfront Redevelopment Project;
- On **July 28, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program separately to members of the **Middlesex** County Transportation Coordinating Committee and to county and municipality representatives in **Essex** County;
- On **July 23, 2020**, Executive Director Zimmer, COO Peterson, and senior staff from the NJDEP participated on a call with representatives from Greener-by-Design, Newark City, Kearny City and Jersey City MUA to discuss incorporating CSO projects into the Essex-Hudson Greenway rails-to-trails project;
- On July 21, 2020, Executive Director Zimmer, Assistant Director and Legal & Compliance Officer Karp, and CFO Kaltman conducted the SFY2020 3rd and 4th Quarter investment meetings;
- On **July 17, 2020**, Executive Director Zimmer and CFO Kaltman participated on a call with representatives of ACMUA to discuss Program creditworthiness issues and the I-Bank's COVID-19 credit guidelines;
- On **July 10, July 13, and July 15, 2020**, Executive Director Zimmer and NJIB's Senior Staff participated in calls with members of the I-Bank's Banking Facility Pool; Morgan Stanley, Barclays, and JP Morgan Chase, respectively, to discuss a short-term borrowing facility for the NJIB;
- On **June 19, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program to county and municipality representatives in **Morris** County;
- On **June 17, 2020**, COO Fernandez and Construction Project Manager Rolon separately presented the Transportation Bank Financing Program to county and municipality representatives in **Passaic** and

Gloucester Counties;

- On **June 16, 2020**, Executive Director Zimmer participated on a call with Assemblyman Karabinchak to discuss the NJ Water Bank Program;
- On **June 15, 2020**, COO Fernandez and Construction Project Manager Rolon presented the Transportation Bank Financing Program to county and municipality representatives in **Bergen** and **Monmouth** Counties;
- **Since the June 11, 2020 Board meeting,** Program staff participated in various conference calls to discuss project financing issues or pre-planning and prospective financing program participation with:

Water Bank

- Seaside Park (August 11)
- Newark City (August 5)
- Camden City (August 5)
- BCUA (July 30)
- HCIA Koppers Peninsula (July 29)
- Woodbine Sanitary Sewers (July 29)
- Carteret Borough (July 16)
- Rutgers Univ./Univ. Hospital (July 13)
- Orange City (June19)
- Trenton City (June 16)

Transportation Bank

- Flemington Borough (July 30)
- Orange City (July 28)
- Raritan Township (June 26)

- Executive Director Zimmer continues to participate on the monthly CIFA (the Council of Infrastructure Financing Authorities) Board of Directors and Legislative Committee meetings;
- Executive Director Zimmer continues to serve on JWW's Asset Management and Finance subcommittee;
- Executive Director Zimmer and Chief Operating Officer Peterson continue to serve on JWW's CSO Water Workforce Subcommittee;
- Assistant Director and Chief Legal & Compliance Officer Karp is serving as the point person for the I-Bank, holding regular meetings with counterparts at NJDOT and NJDEP regarding the development and adoption of Program regulations for the Transportation Bank and Water Bank, respectively;
- Chief Operating Officer Peterson continues to hold regular meetings with BCUA and the DEP regarding development of funding coordination with the EDA and BCUA's overall Project status;
- Chief Operating Officer Peterson continues to hold regular meetings with JCMUA regarding their Project's status;
- Chief Operating Officer Peterson, senior staff of the DEP and bond counsel Rich Nolan of McCarter & English continue to hold regular meetings with the Joint Meeting of Essex and Union Counties, regarding project financing;
- Chief Operating Officer Peterson and senior staff from the DEP continue to hold regular meetings with New Jersey American Water Company regarding their Lead Service Line Replacement projects;
- Executive Director Zimmer, Assistant Director/LCO Karp, CFO Kaltman, COO Peterson, COO Fernandez and bond counsel Tricia Gasparine and Dorit Kressel of CSG, and Richard Nolan of McCarter & English continue to participate in weekly calls regarding TIFIA/WIFIA Fund Loan programs; and
- The next Board meeting is scheduled for **Thursday, September 10, 2020 at 10:00** am either here at the I-Bank or via GoToMeeting, as will be noticed in advance.

A copy of the announcements is available on the I-Bank's webpage (located under "Board Information", "2020 Meetings". Select "Minutes", the announcements will be at the end of the file).
https://www.njib.gov/nj/Board+Information.3.

SUMMARY OF CORRESPONDENCE:

During the past month, the I-Bank received or sent the noteworthy correspondence listed below. Pursuant to the I-Bank's Green Initiative, the agenda package does not include copies of the following correspondence. Board members should contact the I-Bank Administrative Assistant if they wish to receive hard copies.

- On **July 6, 2020,** a letter was sent to Ms. Lee Ann DeHart, of the West Deptford Twp. regarding submission to DLGS of a Water Bank Financing Cost Estimate regarding compliance with PI 2017 c71 (WISE Act) for project 082001-004, Jessup Road Water Storage Tank Repair and Repainting Fall of 2020.

- 5.02 Certificates were sent to the following Program borrowers:

2015A-1	NW Bergen CUA	S340 700-12
2017A-2	Cumberland CUA	S340 550-07/08
2017A-2	Ocean Twp.	S340 112-07
2017A-2	Ocean Twp.	W1520001-007