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**MINUTES OF THE MEETING OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY HELD REMOTELY ON TUESDAY, JANUARY 28, 2025**

The meeting was called to order at 10:01 a.m. by Board Chair Joshua Hodes. The New Jersey Educational Facilities Authority gave notice of the time, place and date of this meeting via email on June 18, 2024, to *The Star-Ledger*, *The Times of Trenton* and the Secretary of State and by posting the notice at the offices of the Authority in Princeton, New Jersey and on the Authority’s website. Pursuant to the New Jersey Open Public Meetings Act, a resolution must be passed by the New Jersey Educational Facilities Authority in order to hold a session from which the public is excluded.

AUTHORITY MEMBERS PRESENT (VIA ZOOM):

Joshua Hodes, Chair
Louis Rodriguez, Vice Chair
Elizabeth Maher Muoio, State Treasurer, Treasurer (represented by Ryan Feeney)
Dr. Brian Bridges, Secretary of Higher Education (represented by Angela Bethea)
Erik Yngstrom, Esq.

AUTHORITY MEMBERS ABSENT:

None

STAFF PRESENT (VIA ZOOM):

Sheryl Stitt, Executive Director
Steven Nelson, Deputy Executive Director
Ellen Yang, Esq., Director of Compliance Management
Brian Sootkoos, Director of Finance/Controller
Edward DiFiglia, Senior Communications and Legislative Affairs Manager

Carl MacDonald, Senior Project Manager
Rebecca Crespo, Project Manager
Kristen Middleton, Assistant Controller
Jamie O'Donnell, Senior Grant Compliance Manager
Sheila Toles, Senior Human Resources Manager
Gary Vencius, Accounting Manager
Lynne Accisano, Confidential Executive Assistant

ALSO PRESENT (VIA ZOOM):

Sam Kovach-Orr, Esq., Associate Counsel, Governor's Authorities Unit
Brian McGarry, Esq., Deputy Attorney General
Bernard Davis, Esq., Assistant Attorney General
Kevin Kobylowski, Director of Finance, Office of the Secretary of Higher Education
Aaron Aska, Chief Operating and Finance Officer, Saint Elizabeth University
Dacia Haddad, Esq., Bond Counsel, Eckert Seamans Cherin & Mellott LLC
Robert Beinfeld, Esq., Counsel to Saint Elizabeth University, Hawkins Delafield & Wood LLP
Charles Samuels, Esq., Mintz, Washington, DC.
R. Neal Martin, Senior Director, Government Relations, ML Strategies

ITEMS OF DISCUSSION

1. Approval of the Minutes of the Meeting of December 10, 2024

The minutes of the meeting of December 10, 2024 were sent electronically and via FedEx to Governor Philip Murphy under the date of December 10, 2024. Mr. Rodriguez moved that the minutes of the meeting be approved as presented. The motion was seconded by Mr. Yngstrom and passed unanimously.

2. Executive Director's Report

Ms. Stitt provided an update on the Authority's anticipated move to new office space in the spring. Members were reminded that the Authority's current office lease expired at the end of December 2024. Last July, the Authority executed a Lease Agreement for new space at 5 Vaughn Drive in Princeton. Due to previously reported delays, delivery of the new space is now anticipated in the April-May timeframe.

Because the move has been delayed, the Authority has initiated temporary, full remote operations until delivery of the new space and has moved all belongings to storage.

The Authority has now fully vacated 103 College Road, and staff is engaging in weekly meetings with the 5 Vaughn Drive Construction Manager to oversee progress at the new location.

Ms. Stitt continued with a report on post-election potential tax reform. She reminded Members that the Authority has been actively monitoring post-election developments in the realm of tax reform that could impact the municipal bond market, and have ramifications on the higher education sector, such as restrictions on market access for college and university borrowers.

There is growing speculation within the industry that the tax-exemption on municipal bonds could be under pressure, particularly private activity bonds, which includes qualified 501(c)3 bonds issued by private colleges and universities.

Ms. Stitt reported that there are also concerns about potential expansion of taxation on university endowments.

Ms. Stitt advised Members that later in the meeting, they would hear a presentation from Mr. Charles Samuels, Esq., of Mintz, and Mr. R. Neal Martin from ML Strategies. Mr. Samuels and Mr. Martin represent the National Association of Health and Educational Facilities Financing Authorities (“NAHEFFA”), of which the EFA is a long-time member.

Ms. Stitt explained that Mr. Samuels and Mr. Martin would be sharing their thoughts and intel on potential reforms and outreach to both educate and advocate for the preservation of tax-exempt bonds, particularly private activity bonds.

Mr. Samuels and Mr. Martin have begun contacting individual NAHEFFA members, including the Authority, to appeal for member outreach to congressional representatives within their respective states.

Authority staff will be engaging in such outreach to New Jersey’s delegation and other stakeholders in the coming weeks and months. In doing so, the Authority also hopes to collaborate with other Authorities in these efforts.

Ms. Stitt concluded that the Authority was monitoring developments along with many of its industry partners and would keep Members apprised as matters evolved.

Ms. Stitt offered to answer any questions of the Board.

3. **Resolution of the New Jersey Educational Facilities Authority Electing a Vice Chair**

Chair Hodes reported that due to the resignation of Ridgeley Hutchinson on December 31, 2024, there was a vacancy in the Vice Chair. The election of Vice Chair is for the remaining time of the annual term as specified in the Authority's By-Laws. Chair Hodes noted that if the election of officers is not held prior to the Authority's next Annual Meeting on or about May 20, 2025, the Vice Chair shall continue to serve in such capacity until a successor is elected.

Chair Hodes asked for a nomination and a second.

Mr. Feeney nominated Louis Rodriguez. Mr. Hodes seconded the nomination.

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

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY ELECTING A VICE CHAIR

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

The nomination and elected Vice Chair are indicated on the adopted resolution appended as Exhibit I.

4. **Resolution of the New Jersey Educational Facilities Authority Appointing a Member to the Evaluation Committee**

Ms. Stitt reported that Ridgeley Hutchinson was a member of the Authority's Evaluation Committee. Due to his resignation as a Board member on December 31, 2024, there was a vacancy in the membership of the Evaluation Committee. Ms. Stitt further reported that this resolution appointed Erik Yngstrom to serve as a member of the Evaluation Committee.

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

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

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

The adopted resolution is appended as Exhibit II.

5. **Resolution of the New Jersey Educational Facilities Authority Electing a Member to the Audit Committee**

Ms. Stitt reported that Ridgeley Hutchinson was a member of the Authority's Audit Committee. Due to his resignation as a Board member on December 31, 2024, there was a vacancy in the membership of the Audit Committee. Ms. Stitt further reported that the resolution appointed Louis Rodriguez to serve as a member of the Audit Committee.

Mr. Hodes moved the adoption of the following entitled resolution.

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY ELECTING A MEMBER TO THE AUDIT COMMITTEE

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

The adopted resolution is appended as Exhibit III.

Chair Hodes announced his recusal from the next resolution due to his firm's business relationship with Saint Elizabeth University. Chair Hodes turned the meeting over to Mr. Feeney.

6. **Resolution Authorizing the New Jersey Educational Facilities Authority to Execute Amendments to Certain Documents and to Waive an Event of Default Relating to its Outstanding \$21,435,000 Original Principal Amount, Revenue Bonds, The College of Saint Elizabeth Issue, 2016 Series D**

Mr. MacDonald explained that the Members were being asked to approve a Resolution authorizing amendments to certain bond documents related to its Revenue Bonds, The College of Saint Elizabeth Issue, 2016 Series D in the original principal amount of \$21,435,000.

Mr. MacDonald reported that at the fiscal year ending June 30, 2023, the University experienced an Event of Default under Section 5.8(i) of the Loan Agreement, with the University's Debt Service Coverage Ratio being less than 100% for that Fiscal Year and because it also had Expendable Cash and Investments of less than 50% of its Net Long-Term Debt Outstanding for that Fiscal Year. In May 2024, the University submitted a request to the Trustee for waiver of the Event of Default. Pursuant to Section 7.08 and Section 9.02 of the Indenture, the Authority and Trustee may, with the consent of a majority of the bondholders, waive the existing Event of Default and amend the Indenture in certain respects.

Mr. MacDonald added that in its audited financial statements for the fiscal year ending June 30, 2024, dated December 19, 2024, the University stated that it was

in compliance with financial covenants under the terms of its various debt agreement for the year ended June 30, 2024.

The University and a majority the Bondholders have agreed to amendments to the Loan Agreement and the Indenture. Additionally, a majority of the Bond Holders have agreed to provide a waiver of the Event of Default.

All other terms and conditions of the original Loan Agreement and Trust Indenture will remain in effect.

Mr. MacDonald asked Dacia Haddad of Eckert Seamans, bond counsel to the EFA, to formally present the resolution.

Ms. Haddad formally presented the resolution to the Board.

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

RESOLUTION AUTHORIZING THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY TO EXECUTE AMENDMENTS TO CERTAIN DOCUMENTS AND TO WAIVE AN EVENT OF DEFAULT RELATING TO ITS OUTSTANDING \$21,435,000, ORIGINAL PRINCIPAL AMOUNT, REVENUE BONDS, THE COLLEGE OF SAINT ELIZABETH ISSUE, 2016 SERIES D

The motion was seconded by Ms. Bethea. Ms. Stitt polled the members. Josh Hodes recused from the vote. The motion passed.

The adopted resolution is appended as Exhibit IV.

Mr. Feeney turned the meeting back over to Chair Hodes.

7. **Resolution of the New Jersey Educational Facilities Authority Authorizing a Twelve-Month Extension of the Appointment of the Authority's Independent Registered Municipal Advisor**

Ms. Crespo explained that the Members were being asked to approve a resolution which exercises the Authority's option to grant a twelve-month extension of the Authority's appointment of Hilltop Securities ("Hilltop") to serve as the Authority's Independent Registered Municipal Advisor ("IRMA"). At its March 28, 2023 meeting, the Authority authorized the engagement of Hilltop to serve as the Authority's IRMA for a period of twenty-four months with the option to extend the engagement for two additional successive periods of twelve months at the discretion of the Authority. Ms. Crespo reported that Authority staff recommended exercising the first option, extending the appointment for a twelve-month period from April 21, 2025 to April 20, 2026.

Ms. Crespo offered to answer any questions of the Board.

Mr. Rodriguez moved the adoption of the following resolution:

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY AUTHORIZING A TWELVE-MONTH EXTENSION OF THE
APPOINTMENT OF THE AUTHORITY'S INDEPENDENT REGISTERED
MUNICIPAL ADVISOR

The motion was seconded by Ms. Bethea. Ms. Stitt polled the members. The motion passed unanimously.

The adopted resolution is appended as Exhibit V.

8. **Resolution of the New Jersey Educational Facilities Authority Authorizing a Twelve-Month Extension of the Appointment of the Authority's Bidding Agent**

Ms. Crespo explained that the Members were being asked to approve a resolution which exercises the Authority's option to grant a twelve-month extension of the appointment of BLX Group LLC ("BLX") to serve as the Authority's Bidding Agent. At its March 28, 2023 meeting, the Authority authorized the engagement of BLX to serve as the Authority's Bidding Agent for a period of twenty-four months with the option to extend the engagement for two additional successive periods of twelve months at the discretion of the Authority. Ms. Crespo further explained that Authority staff recommended exercising the first option, extending the appointment for a twelve-month period from April 21, 2025 to April 20, 2026.

Ms. Crespo offered to answer any questions of the Board.

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

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY AUTHORIZING A TWELVE-MONTH EXTENSION OF THE
APPOINTMENT OF THE AUTHORITY'S BIDDING AGENT

The motion was seconded by Mr. Feeney. Ms. Stitt polled the members, and the motion passed unanimously.

The adopted resolution is appended as Exhibit VI.

9. **Presentation – "Defending 501(c)(3) Private Activity Bonds in the 119th Congress"**

Ms. Stitt welcomed and introduced Mr. Samuels and Mr. Martin, who presented the report entitled "Defending 501(c)(3) Private Activity Bonds in the 119th Congress".

The presentation is appended as Exhibit VII.

10. **Report on Operating Fund and Construction Fund Statements and Disbursements for November 2024**

Mr. Sootkoos reviewed the Results of Operations and Budget Variance Analysis and reported on the status of construction funds and related investments for November 2024.

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

The reports are appended as Exhibit VIII.

11. **Next Meeting Date**

Mr. Hodes reminded everyone that the next regular meeting was scheduled for Tuesday, February 25, 2025 at 10:00 a.m. and requested a motion to adjourn.

Mr. Rodriguez moved that the meeting be adjourned at 10:57 a.m. The motion was seconded by Ms. Bethea and passed unanimously.

Respectfully submitted,



Sheryl A. Stitt,
Secretary

Exhibit I

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY ELECTING A VICE-CHAIR

Adopted: January 28, 2025

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

WHEREAS: The Authority adopted a resolution at its annual meeting on May 28, 2024, electing a Chair, Vice-Chair, Treasurer, Secretary, Assistant Secretaries, and an Assistant Treasurer; and

WHEREAS: Subsequently, Vice-Chair Ridgeley Hutchinson resigned from the Authority effective December 31, 2024, leaving a vacancy in the office of the Vice-Chair; and

WHEREAS: Mr. Feeney nominated Louis Rodriguez to serve in the capacity of the successor Vice-Chair.

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

SECTION 1. The recitals set forth above are incorporated herein by reference as if set forth at length herein.

SECTION 2. The Authority elects Louis Rodriguez to serve in the capacity of Vice-Chair for the remainder of the annual term as specified in the Authority’s By-Laws.

SECTION 3. In the event that the Election of Officers is not held prior to the Authority’s next Annual Meeting on or about May 20, 2025, the Vice Chair shall continue to serve in such capacity until a successor is elected.

SECTION 4. This resolution shall take effect in accordance with the Act.

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

AYE: Joshua Hodes
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Brian Bridges (represented by Angela Bethea)
Erik Yngstrom

NAY: None

ABSTAIN: None

RECUSED: None

ABSENT: None

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

**RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY APPOINTING A MEMBER TO THE EVALUATION
COMMITTEE**

Adopted: January 28, 2025

WHEREAS: The Evaluation Committee has been established pursuant to Article III, Section 12 of the By-Laws (the “By-Laws”) of the New Jersey Educational Facilities Authority (the “Authority”) and in accordance with Executive Order No. 122 (McGreevey 2004) (“EO 122”); and

WHEREAS: The By-Laws provide that the Evaluation Committee shall consist of three members of the Authority elected at the annual meeting of the members of the Authority or as soon as practicable thereafter; and

WHEREAS: The By-Laws further provide that the members of the Evaluation Committee must meet the same standards of independence as are set forth in EO 122 for members of the Audit Committee, that members of the Audit Committee may also serve on the Evaluation Committee, and that the Evaluation Committee shall have the responsibility to conduct the solicitation and evaluation of eligible independent auditors, and to provide a recommendation to the Audit Committee, all in accordance with EO 122; and

WHEREAS: By a resolution adopted on May 28, 2024, the Authority elected the State Treasurer, Ridgeley Hutchinson, and Louis Rodriguez to serve on the Evaluation Committee; and

WHEREAS: Subsequently, Ridgeley Hutchinson resigned as a public member of the Authority, effective December 31, 2024, leaving a vacancy in the membership of the Evaluation Committee; and

WHEREAS: Erik Yngstrom, a public member of the Authority who meets the criteria of EO 122, is willing to serve on the Evaluation Committee.

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

Section 1. The recitals set forth above are incorporated herein by reference as if set forth at length herein.

Section 2. The members of the Authority hereby elect Erik Yngstrom to serve on the Evaluation Committee in accordance with Article III, Section 12 of the By-Laws and EO 122.

Section 3. This Resolution supersedes all prior resolutions to the extent inconsistent

herewith and with the By-Laws and shall take effect in accordance with the provisions of the Act.

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

AYE: Joshua Hodes
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Brian Bridges (represented by Angela Bethea)
Erik Yngstrom

NAY: None

ABSTAIN: None

RECUSED: None

ABSENT: None

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

Exhibit III

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY ELECTING A REPRESENTATIVE TO THE AUDIT COMMITTEE

Adopted: January 28, 2025

- WHEREAS:** The Audit Committee has been established pursuant to Article III, Section 12 of the By-Laws (the “By-Laws”) of the New Jersey Educational Facilities Authority (the “Authority”) and in accordance with Executive Order No. 122 (McGreevey) (“EO 122”); and
- WHEREAS:** The By-Laws provide that the Audit Committee shall consist of: (i) the Treasurer of the State of New Jersey (the “State Treasurer”); (ii) the Treasurer of the Authority (the “Authority Treasurer”), but only if said Authority Treasurer is a member of the Authority, and if the Authority Treasurer is not a member of the Authority, then the Chair; and (iii) a member of the Authority with significant financial experience, elected at the Annual Meeting of the members of the Authority or as soon thereafter as practicable; and
- WHEREAS:** At the Authority’s Annual Meeting on May 28, 2024, the members elected the State Treasurer, or her designee, as the Authority Treasurer, and Ridgeley Hutchinson, as a public member of the Authority with significant financial experience, to serve on the Audit Committee; and
- WHEREAS:** On June 25, 2024, the Authority adopted a resolution to acknowledge and accept the State Treasurer’s recommendation of David Moore, Director, Office of Public Finance, Department of Treasury, to serve as a member of the Audit Committee; and
- WHEREAS:** Subsequently, Ridgeley Hutchinson resigned as a public member of the Authority, effective December 31, 2024, leaving a vacancy in the membership of the Audit Committee; and
- WHEREAS:** Pursuant to Article III, Section 12 of the By-Laws and EO 122, Louis Rodriguez, a public member of the Authority with significant financial experience, meets the qualifications to serve as a member of the Audit Committee; and
- WHEREAS:** The Members of the Authority wish to appoint Louis Rodriguez to serve as a member of the Audit Committee.

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

SECTION 1. The recitals set forth above are incorporated herein by reference as if set forth at

length herein.

SECTION 2. The Members of the Authority hereby elect Louis Rodriguez to serve as a member of the Audit Committee.

SECTION 3. This Resolution supersedes all prior resolutions to the extent inconsistent herewith and with the By-Laws and shall take effect in accordance with the provisions of the Act.

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

AYE: Joshua Hodes
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Brian Bridges (represented by Angela Bethea)
Erik Yngstrom

NAY: None

ABSTAIN: None

RECUSED: None

ABSENT: None

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

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

RESOLUTION AUTHORIZING THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY TO EXECUTE AMENDMENTS TO CERTAIN DOCUMENTS AND TO WAIVE AN EVENT OF DEFAULT RELATING TO ITS OUTSTANDING \$21,435,000, ORIGINAL PRINCIPAL AMOUNT, REVENUE BONDS, THE COLLEGE OF SAINT ELIZABETH ISSUE, 2016 SERIES D

January 28, 2025

WHEREAS, the New Jersey Educational Facilities Authority (the "Authority"), a public body corporate and politic of the State of New Jersey (the "State") was created pursuant to the New Jersey Educational Facilities Authority Law, being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented, N.J.S.A. 18A:72A-1 et seq. (the "Act") to provide a means for New Jersey's public and private colleges and universities to obtain financing for capital projects for educational facilities, as defined in the Act;

WHEREAS, the Authority, previously issued \$21,435,000 original principal amount of its Revenue Bonds, The College of Saint Elizabeth Issue, 2016 Series D (the "2016 Bonds") pursuant to that certain Trust Indenture dated as of October 1, 2016 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association (the "Trustee");

WHEREAS, capitalized terms used herein shall have the meanings ascribed thereto in the Indenture;

WHEREAS, in connection with the execution and delivery of the Indenture, the Authority entered into that certain Loan Agreement dated October 1, 2016 (the "Loan Agreement") by and between the Authority and Saint Elizabeth University, a New Jersey Nonprofit Corporation f/k/a The College of Saint Elizabeth (the "University"), pursuant to which the Authority loaned the proceeds of the 2016 Bonds to the University;

WHEREAS, the rights of the Authority, subject to certain rights reservations, with respect to the Indenture, the Loan Agreement, the Mortgage Note and the Mortgage have been assigned to the Trustee;

WHEREAS, an Event of Default has occurred under Section 7.01(d) of the Indenture (the "Existing Event of Default") by reason of the occurrence of an "Event of Default" under Section 2.5(a)(6) of the Loan Agreement, specifically under Section 5.8(i) of the Loan Agreement for the Fiscal Year ending June 30, 2023 because the University's Debt Service Coverage Ratio was less than 100% for that Fiscal Year and because it also had Expendable Cash and Investments of less than 50% of its Net Long Term Debt Outstanding for that Fiscal Year;

WHEREAS, on or about May 14, 2024, the University submitted a request to the Trustee for waiver of the Event of Default;

WHEREAS, pursuant to Section 7.08 and Section 9.02 of the Indenture, the Authority and Trustee may, with the consent of Holders of not less than a majority in aggregate principal amount

of the Outstanding Bonds, respectively (i) waive the Existing Event of Default and (ii) enter into an indenture supplemental to the Indenture to amend the Indenture in certain respects as further set forth herein and as permitted by Section 9.02 (the “First Supplemental Indenture”);

WHEREAS, in conjunction with the execution of the First Supplemental Indenture, the University and the Trustee desire to amend the Loan Agreement and provide for a waiver of the Existing Event of Default (the “First Amendment to Loan Agreement”);

WHEREAS, the First Supplemental Indenture and the First Amendment to Loan Agreement will not be executed until after the Trustee obtains an executed Bondholder Consent and Direction to Execute Bond Document Amendments and Waiver of Event of Default (the “Holder Consents”) from not less than a majority in aggregate principal amount of the Outstanding Bonds and the Trustee provides copies of such Holder Consents to the Authority.

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

Section 1. First Supplemental Indenture. The form of the First Supplemental Indenture, by and between the Authority and the Trustee, in the form submitted to the Authority on this date, shall be, and the same is, in all respects, hereby authorized, approved and confirmed, and any of the Chair, Vice Chair, Executive Director, Deputy Executive Director, Director of Project Management, Director of Compliance Management, Secretary, Treasurer, Assistant Treasurer, or any Assistant Secretary of the Authority, including any of the foregoing authorizing officers serving in an interim or acting capacity (each, an “Authorized Officer”) is authorized to execute and deliver, upon receipt by the Trustee and the Authority of the Holder Consents, the First Supplemental Indenture to the Trustee in substantially the form presented to the Authority with such necessary and appropriate variations, omissions and insertions as approved, permitted or required by any Authorized Officer (as defined herein) with the advice of Bond Counsel to the Authority and the Attorney General of the State, and the execution and delivery thereof by any such Authorized Officer shall be conclusive evidence of such approval.

Section 2. First Amendment to Loan Agreement. The form of the First Amendment to Loan Agreement, by and between the Authority and the University, in the form submitted to the Authority on this date, shall be, and the same is, in all respects, hereby authorized, approved and confirmed, and any Authorized Officer is authorized to execute and deliver, upon receipt by the Trustee and the Authority of the Holder Consents, the First Amendment to Loan Agreement to the University and the Trustee in substantially the form presented to the Authority with such necessary and appropriate variations, omissions and insertions as approved, permitted or required by any Authorized Officer with the advice of Bond Counsel to the Authority and the Attorney General of the State, and the execution and delivery thereof by any such Authorized Officer shall be conclusive evidence of such approval.

Section 3. Incidental Action. The Authority hereby authorizes any Authorized Officer, to take and do any and all acts and things as may be necessary or desirable in connection with implementation of this Resolution, including without limitation, executing and delivering such other documents, certificates, directions and notices, and to take such other action as may be necessary or appropriate, in order to effectuate: (i) the execution and delivery of the First Amendment to Trust Indenture and First Amendment to Loan Agreement; and (ii) the waiver of the Existing Event of Default.

Section 4. Effective Date. This Resolution shall take effect as provided for under the Act.

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

AYE: Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Brian Bridges (represented by Angela Bethea)
Erik Yngstrom

NAY: None

ABSTAIN: None

RECUSED: Joshua Hodes

ABSENT: None

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

FIRST SUPPLEMENTAL INDENTURE

By and Between

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY,
as Issuer

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of _____, 2025

\$21,435,000

New Jersey Educational Facilities Authority Revenue Bonds,
The College of Saint Elizabeth Issue,
2016 Series D

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE, dated as of _____, 2025 (this “**Supplemental Indenture**”), is made between the NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY, a body corporate and politic with corporate succession, constituting a political subdivision organized and existing under and by virtue of the laws of the State of New Jersey, created and established by the New Jersey Educational Facilities Authority Law, being Chapter 72A of Title 18A of the New Jersey Statutes as enacted by Chapter 271 of the Laws of 1967, as amended and supplemented, as issuer (the “**Authority**”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, with trust and fiduciary powers in the State of New Jersey and being qualified to accept and administer the trusts hereby created, as trustee (the “**Trustee**”) under that certain Trust Indenture dated as of October 1, 2016 (the “**Indenture**”), between the Authority and the Trustee.

PRELIMINARY STATEMENT

WHEREAS, pursuant to the Indenture, the Authority, at the request of the University referred to herein, has heretofore issued \$21,435,000 original principal amount of its Revenue Bonds, The College of Saint Elizabeth Issue, 2016 Series D (the “**2016 Bonds**”); and

WHEREAS, in connection with the execution and delivery of the Indenture, the Authority entered into that certain Loan Agreement dated October 1, 2016 (the “**Loan Agreement**”) by and between the Authority and Saint Elizabeth University, a New Jersey Nonprofit Corporation f/k/a The College of Saint Elizabeth (the “**University**”), pursuant to which the Authority loaned the proceeds of the 2016 Bonds to the University, as further evidenced by a Mortgage Note dated as of October 13, 2016 (the “**Mortgage Note**”) and made payable to the Authority, which Mortgage Note and loan are secured by, among other things, a lien upon the University’s Pledged College Revenues as set forth in the Loan Agreement and that certain Mortgage and Security Agreement dated as of October 13, 2016, executed by the University as mortgagor in favor of the Authority as mortgagee (the “**Mortgage**”);

WHEREAS, the rights of the Authority, subject to certain rights reservations, with respect to the Indenture, the Loan Agreement, the Mortgage Note and the Mortgage have been assigned to the Trustee; and

WHEREAS, an Event of Default has occurred under Section 7.01(d) of the Indenture (the “**Existing Event of Default**”) by reason of the occurrence of an “Event of Default” under Section 2.5(a)(6) of the Loan Agreement, specifically under Section 5.8(i) of the Loan Agreement for the Fiscal Year ending June 30, 2023 because the University’s Debt Service Coverage Ratio was less than 100% for that Fiscal Year and because it also had Expendable Cash and Investments of less than 50% of its Net Long Term Debt Outstanding for that Fiscal Year; and

WHEREAS, pursuant to Section 7.08 and Section 9.02 of the Indenture, the Authority and Trustee may, with the consent of Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds, respectively (i) waive the Existing Event of Default and (ii) enter into

an indenture supplemental to the Indenture to amend the Indenture in certain respects as further set forth herein and as permitted by Section 9.02; and

WHEREAS, in connection with the Existing Event of Default, certain Holders of not less than a majority in aggregate principal amount of the Outstanding Bonds (the “**Directing Holders**”) desire to consent and cause the Trustee to, among other things, waive the Existing Event of Default and enter into this Supplemental Indenture; and

WHEREAS, contemporaneously herewith, each of the Directing Holders have or shall deliver to the Trustee their respective Holder Consent and Direction (the “**Holder Consents**”), authorizing and directing the Trustee to, among other things, consent to and enter into this Supplemental Indenture and to take actions that are necessary or appropriate to implement the terms hereof; and

WHEREAS, pursuant to the Holder Consents, Directing Holders have also consented to and directed the Trustee to enter into amendments modifying certain provisions of the Loan Agreement, the Mortgage and related documents; and

WHEREAS, the Authority and the Trustee, pursuant to Sections 7.08 and 9.02 of the Indenture, hereby enter into this Supplemental Indenture for the purposes previously described herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, the Authority and the Trustee do hereby agree that the Indenture shall be supplemented and amended as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. Capitalized terms used in this Supplemental Indenture shall, except as otherwise stated or otherwise defined in this Supplemental Indenture, have the meanings assigned to them in the Indenture.

Section 1.02 Amended Definitions. Section 1.01 of the Indenture is amended to add or restate the following definitions:

“Lease” means that certain Lease dated July 1, 1965 (recorded at Book 2005, Page 863), by and between SCSE, as landlord, and the University, as tenant, as amended from time to time including as amended on May 3, 2000 (recorded at Book 5179, Page 337), December 13, 2006 (recorded at Book 20706, Page 521), July 10, 2014 (recorded at Book 22597, Page 878), and June 1, 2016 (recorded at Book 22951, Page 1142), which Lease covers the property located at or near 2 Convent Road, Morristown, New Jersey as more specifically defined in the Lease and constitutes part of the Mortgaged Facilities.

“Notice Address” as to the Authority means:

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
5 Vaughn Drive, Suite 300, Princeton, New Jersey 08540
Attention: Executive Director

“Notice Address” as to the Trustee means:

U.S. Bank National Association
21 South Street, 3rd Floor
Morristown, New Jersey 07960
Attn: Corporate Trust Department

"Pledged Property" means all right title and interest of the Authority in and to: (i) all Revenues and the moneys and earnings held in the Funds and accounts created hereunder (except the Rebate Fund), and (ii) the Mortgage Note, the Loan Agreement and the Mortgage, but excluding in each case, the Reserved Rights of the Authority described in Section 5.01(b) of this Indenture).

"Revenues" means (i) all Basic Loan Payments; (ii) all amounts receivable in respect of the Mortgaged Facilities, or portion thereof, pursuant to Article II of the Loan Agreement or under the Mortgage or applicable law; (iii) any amount directed to be transferred to or deposited in the Project Mortgage Fund and the Debt Service Fund pursuant to this Indenture; (iv) all other moneys when received by the Trustee for deposit into the Project Mortgage Fund and the Debt Service Fund including prepayments, insurance proceeds and condemnation proceeds; and (v) all interest, profits or other income derived from the investment of amounts in any fund or account established pursuant to this Indenture, but not including any administrative fees or expenses or any moneys required to be deposited in the Rebate Fund.

“SCSE” means the Sisters of Charity of Saint Elizabeth, a non-profit religious corporation, located in Morristown, Morris County, New Jersey.

ARTICLE II

AMENDMENTS

Section 2.01 Reserved Rights. Section 5.01(b) of the Indenture is hereby amended to add the following sentence at the end of such paragraph.

Notwithstanding the foregoing, the term “Reserved Rights” shall (Y) exclude such rights in the Mortgage as have been assigned to the Trustee pursuant to the Assignment of Mortgage and Security Agreement dated October 13, 2016 and executed by the Authority in favor of the Trustee, and (Z) further exclude and assign to the Trustee a concurrent right of the Trustee to enforce and collect Additional Loan Payments pursuant a section 2.12 of the Loan Agreement with respect to all fees, charges, expenses, and indemnification amounts as may be owing from time to time to the Trustee as and when the same become due and payable in accordance with the Indenture and/or the Loan Agreement and Mortgage, including attorneys’ fees and expenses and the fees of any accountants, consultants, agents and experts as may be engaged by the Trustee. Nothing

in this provision shall be construed to deprive the Authority of its concurrent right to enforce section 2.12 of the Loan Agreement for its own fees, charges, expenses and indemnities.

Section 2.02 Additional Loan Payments Fund. Section 5.05 of the Indenture is hereby amended and restated in its entirety as follows:

There is hereby created and established with the Trustee a trust fund to be designated "2016 D Additional Loan Payments Fund" which shall be funded and expended in accordance with this Section 5.05.

In addition to making the deposits and payments required by the preceding sections, the Trustee shall deposit all Additional Loan Payments received pursuant to the terms of Section 2.12 of the Loan Agreement into the Additional Loan Payments Fund and shall pay such fees, expenses and other amounts for which such Additional Loan Payments were made when due. With respect to any amounts due to the Authority that constitute Additional Loan Payments, the Authority shall send invoices for such amounts to the University, with a contemporaneous copy to the Trustee. Prior to the occurrence of an Event of Default, the Trustee shall pay such amounts upon receipt of the written approval of the University and provided that the Trustee has received funding from the University earmarked for such amounts due to the Authority under Section 2.12 of the Loan Agreement. After the occurrence and during the continuance of an Event of Default, the approval of the University shall not be required.

Section 2.03 Project Mortgage Fund. Section 5.09 of the Indenture is hereby amended and restated in its entirety as follows:

The Project Mortgage Fund created pursuant to Section 3.5 of the Loan Agreement shall be held by the Trustee pursuant to this Indenture and shall secure the Bonds and related obligations owing to the Trustee and holders of the Bonds under the Indenture. Moneys shall be deposited in the Project Mortgage Fund, applied to the payment of debt service and prior to the occurrence and continuance of an Event of Default, returned to the Borrower at the times and as set forth in Section 3.5 of the Loan Agreement. At the written direction of the Borrower, the Trustee shall invest all amounts in the Project Mortgage Fund in (i) United States Obligations and (ii) money market funds described in clause (i) of the definition of Qualified Investments.

Any funds remaining in the Project Mortgage Fund after redemption and payment of the Bonds, and payment of any amount then owed to the Trustee, shall be withdrawn and remitted to the Borrower.

Section 2.04 Acceleration. Section 7.02 of the Indenture is hereby amended to delete the first paragraph of such Section and the same shall be replaced by the following paragraph:

Upon the occurrence of any Event of Default known to a Responsible Officer of the Trustee, the Trustee may, in its discretion, and upon the written direction of Owners of not less than a Majority of the Bondholders shall, declare all Bonds then Outstanding to be

due and payable immediately, and, upon such declaration, all principal and interest accrued thereon shall become immediately due and payable, and there shall be an automatic corresponding acceleration of the Borrower's obligation to make all payments required to be made under the Loan Agreement and the Mortgage Note in an amount sufficient to pay immediately all principal of and accrued and unpaid interest on the accelerated Bonds. Interest shall accrue on the Bonds to the date of payment (even if after the date of acceleration).

ARTICLE III

WAIVER OF EVENT OF DEFAULT

Section 3.01 Default Waiver. In accordance with Section 7.08 of the Indenture and at the direction and with the consent of the Directing Holders as set forth in the Holder Consents, the Trustee hereby waives the Existing Event of Default. In light of the foregoing waiver by the Trustee, the Authority hereby waives the Existing Event of Default.

ARTICLE IV

CONDITIONS PRECEDENT

Section 4.01 Conditions to Effectiveness of Supplemental Indenture. This Supplemental Indenture shall become effective as of the date on which the following conditions have been satisfied:

(a) the Authority, the Trustee and the University shall each have executed and delivered their respective signature pages to this Supplemental Indenture (the “**Indenture Amendment**”);

(b) the University and the Trustee shall have each executed and delivered an amendment to the Loan Agreement providing for certain proposed amendments thereto and acknowledged by the Authority (the “**Loan Agreement Amendment**”);

(c) the University, the Trustee, PNC Bank, N.A. (“**PNC Bank**”) and U.S. Bank National Association, as collateral agent, shall have each executed and delivered an amendment to the Intercreditor Agreement providing for certain proposed amendments thereto (the “**Intercreditor Amendment**”);

(d) the Trustee shall have received (i) a written consent of the University consenting to the terms of the Indenture Amendment, and (ii) copies of the amendment documents between PNC Bank and the University which evidence the waiver of all existing events of default under the University’s loan documents with PNC Bank;

(e) the Directing Holders shall have executed and delivered the Holder Consents to the Trustee directing the Trustee to enter in to and/or accept each of the Indenture Amendment, the Loan Agreement Amendment, and the Intercreditor Amendment;

(f) the Trustee shall have received closing opinions of bond counsel, the Authority's counsel and University counsel in reasonable and customary form and as otherwise may be required by the Indenture; and

(g) the University shall have paid all outstanding fees and expenses of the Trustee and the Authority then due.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01 Applicability of the Indenture. Except as otherwise provided in this Supplemental Indenture, the provisions of the Indenture are hereby ratified, confirmed and approved. This Supplemental Indenture shall be construed as having been authorized, executed and delivered under the provisions of Section 9.08 of the Indenture.

Section 5.02 Severability. If any provision of this Supplemental Indenture shall be held or deemed to be invalid, inoperative or unenforceable, the validity, legality and enforceability of the remaining provisions hereof and of the Indenture shall not be in any way affected or impaired thereby.

Section 5.03 Execution in Counterparts. This Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The respective signatures of the parties may be delivered by “.pdf” or other electronic means acceptable to the Trustee and the parties may rely on a signature so delivered as an original. Any party who chooses to deliver its signature in such manner agrees to provide promptly to the other parties a copy of this Supplemental Indenture with its inked signature, but the party's failure to deliver a copy of this Supplemental Indenture with its inked signature shall not affect the validity, enforceability and binding effect of this Supplemental Indenture.

Section 5.04 Binding Effect. This Supplemental Indenture shall inure to the benefit of and shall be binding upon the Authority and the Trustee and their respective successors and assigns.

Section 5.05 Trustee Disclaimer. The recitals contained herein shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for nor makes any representations as to their correctness. The Trustee accepts the amendments effected by this Supplemental Indenture, but on the terms and conditions set forth herein and in the Indenture, including the terms and provisions defining and limiting the liabilities and responsibilities of the Trustee. Without limiting the foregoing, the Trustee shall not be responsible in any manner whatsoever for or with respect to (i) the legal validity or sufficiency of this Supplemental Indenture or any other documents executed in connection herewith or any of the terms or provisions hereof or thereof, or their compliance with applicable federal or state law, (ii) the proper authorization of the foregoing documents by the Issuer by action or otherwise, (iii) the due execution of the foregoing documents by the Issuer, or (iv) the legal or other consequences of any amendment

herein or therein provided for, and the Trustee makes no representation or warranty with respect to any such matters.

[Signature Page Follows]

IN WITNESS WHEREOF, the Authority and the Trustee have caused this First Supplemental Indenture to be duly executed, all as of the day and year first above written.

NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Name: Peter Finkel
Title: Vice President

FIRST AMENDMENT

TO

LOAN AGREEMENT

BETWEEN

SAINT ELIZABETH UNIVERSITY

AND

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

Dated as of _____, 2025

relating to
New Jersey Educational Facilities Authority Revenue Bonds,
The College of Saint Elizabeth Issue,
2016 Series D

This **FIRST AMENDMENT TO LOAN AGREEMENT** (this “**Amendment**”) is made and entered into as of _____, 2025, by and between SAINT ELIZABETH UNIVERSITY, A NEW JERSEY NON-PROFIT CORPORATION fka the College of Saint Elizabeth (the “**University**” or the “**College**”), a corporation not for profit duly organized and existing under the laws of the State, and constituting a "private institution of higher education" under the Act, and U.S. BANK NATIONAL ASSOCIATION, a national banking association (the “**Trustee**”); and *is acknowledged and accepted by* NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY (the “**Authority**”), a body corporate and politic with corporate succession, constituting a political subdivision organized and existing under and by virtue of the laws of the State of New Jersey (the “**State**”), created and established by the New Jersey Educational Facilities Authority Law (the “**Act**”), being Chapter 72A of Title 18A of the New Jersey Statutes as enacted by Chapter 271 of the Laws of 1967, as amended and supplemented.

WHEREAS, the Authority and the Trustee entered into that certain Trust Indenture dated as of October 1, 2016 (the “**Indenture**”) pursuant to which the Authority, at the request of the University, has heretofore issued \$21,435,000 original principal amount of its Revenue Bonds, The College of Saint Elizabeth Issue, 2016 Series D (the “**2016 Bonds**”); and

WHEREAS, in connection with the execution and delivery of the Indenture, the Authority entered into that certain Loan Agreement dated October 1, 2016 (the “**Loan Agreement**”) by and between the Authority and the University, pursuant to which the Authority loaned the proceeds of the 2016 Bonds to the University, as further evidenced by a Mortgage Note dated as of October 13, 2016 (the “**Mortgage Note**”) and made payable to the Authority, which Mortgage Note and loan are secured by, among other things, a lien upon the University’s Pledged College Revenues as set forth in the Loan Agreement and that certain Mortgage and Security Agreement dated as of October 13, 2016, executed by the University as mortgagor in favor of the Authority as mortgagee (the “**Mortgage**”);

WHEREAS, the rights of the Authority, subject to certain rights reservations, with respect to the Indenture, the Loan Agreement, the Mortgage Note and the Mortgage have been assigned to the Trustee; and

WHEREAS, an Event of Default has occurred under Section 7.01(d) of the Indenture by reason of the occurrence of an “Event of Default” under Section 2.5(a)(6) of the Loan Agreement, specifically under Section 5.8(i) of the Loan Agreement for the Fiscal Year ending June 30, 2023 because the University’s Debt Service Coverage Ratio was less than 100% for that Fiscal Year and because it also had Expendable Cash and Investments of less than 50% of its Net Long Term Debt Outstanding for that Fiscal Year (the “**Existing Event of Default**”); and

WHEREAS, in conjunction with the execution of that certain First Supplemental Indenture of even or approximate date herewith by and between the Authority and the Trustee (the “**First Supplemental Indenture**”), the University and the Trustee desire to amend the Loan Agreement and provide for a waiver of the Existing Event of Default pursuant and subject to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree to be bound as follows:

Section 1. Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement, unless the context shall otherwise require.

Section 2. Amended Definitions. Section 1.1 of the Loan Agreement is amended to add or restate the following definitions:

“*Acceleration Event*” shall mean the acceleration and demand for full and immediate payment by any Participating Party of its Parity Indebtedness.

“*College*” all references to the defined term “College” shall hereafter be deemed to refer to the University.

“*Indenture*” shall mean that certain Trust Indenture dated as of October 1, 2016, executed by the Authority and the Trustee with respect to the Authority’s issuance of the Bonds, as the same may be modified and supplemented in writing from time to time.

“*Insurance Consultant*” shall have the meaning set forth in Section 4.1(d) hereof.

“*Intercreditor Agreement*” shall have the meaning set forth in Section 3.10 hereof.

“*Non-Payment Default*” shall mean any Event of Default that is not a Payment Default.

“*Operating Fund Request*” shall have the meaning set forth in Section 3.10(d) hereof.

“*Payment Default*” shall mean the failure to pay any principal or interest amount when due under this Agreement or the Mortgage Note resulting in an Event of Default.

“*Triggering Event*” shall have the meaning set forth in Section 3.10(b) hereof.

“*Triggering Event Notice*” shall have the meaning set forth in Section 3.10(b) hereof.

“*University*” shall mean Saint Elizabeth University, a New Jersey Non-Profit Corporation fka the College of Saint Elizabeth.

Section 3. Events of Default/Remedies. Section 2.5 of the Loan Agreement is hereby amended to delete the last two (2) paragraphs of such Section and the same shall be replaced by the following:

The Authority and the University further agree that, upon the occurrence of an Event of Default, the Authority may exercise all the rights and remedies granted under this Agreement, the Mortgage, the Mortgage Note, all related documents and agreements, or otherwise available under applicable law, including all rights of a secured party under the New Jersey Uniform Commercial Code and including further all rights with respect to any collateral pledged under this Agreement and all amounts in any Fund under the Indenture;

provided that amounts in the Rebate Fund shall be first used for the purposes set forth in Section 5.04 of the Indenture.

The Authority and the University further agree that, upon the occurrence of an Event of Default, if this Loan Agreement, the Mortgage Note and the Mortgage are assigned to the Trustee, the Trustee may exercise all rights of the Authority (excluding the Reserved Rights) under such agreements and all related documents and agreement, including without limitation, the rights of the mortgagee under the Mortgage. The Authority and the University acknowledge and agree that notwithstanding any contrary terms or provisions set forth in this Agreement, the Mortgage, the Indenture, or any other related documents or agreements, after the occurrence and during the continuance of an Event of Default the Trustee may, but shall not be required to, exercise remedies thereunder or with respect to or take control of any collateral, including the Mortgaged Facilities encumbered under the Mortgage, in each case subject to the rights and protections granted to the Trustee thereunder including in the Indenture.

Section 4. Consent to Assignment by Authority. Section 2.17 of the Loan Agreement is hereby amended and restated in its entirety as follows:

The College hereby consents to and authorizes the assignment of rights by the Authority to the Trustee as provided in the Indenture and that certain Assignment of Mortgage and Security Agreement dated October 13, 2016 and executed by the Authority in favor of the Trustee, subject to the Authority's Reserved Rights as set forth in 5.01(b) of the Indenture, including any further assignment of rights related to the Indenture, the Loan Agreement and the Mortgage as may be made by the Authority to the Trustee in the future, and upon such assignment the Trustee shall be fully vested with all of the rights of the Authority so assigned and may thereafter exercise or enforce, by any remedy provided therefor (subject to the Authority's Reserved Rights) by law or by this Agreement, such right directly in its own name.

Section 5. Pledged College Revenues. Section 3.10 of the Loan Agreement is hereby amended and restated in its entirety as follows:

3.10. Pledged College Revenues.

(a) Pledged College Revenues / Intercreditor Agreement.

To secure the payment of the amounts payable by the University hereunder or arising hereunder and the performance of all other of its obligations under this Agreement, the University hereby pledges, assigns, and grants to the Authority a lien on and a security interest in, and agrees to pay or cause to be paid directly to the Trustee, all of its Pledged College Revenues, under and subject to all Permitted Encumbrances; provided, however, that so long as any Parity Indebtedness (other than the University's obligations under this Agreement) shall be outstanding, all such Pledged College Revenues required to be delivered to the Trustee hereunder may be delivered instead to a collateral agent appointed as collateral agent (the "**Collateral Agent**") under an intercreditor agreement in form and substance acceptable to the Trustee and the University (the "**Intercreditor Agreement**"), to be applied for the equal and ratable benefit of the holders of all Parity Indebtedness, as

provided in the Intercreditor Agreement. However, such pledge, assignment, grant, and agreement to pay shall not inhibit the right of the University to apply its Pledged College Revenues in such manner and to such purposes as it deems appropriate so long as no Event of Default has occurred and is continuing.

(b) Turnover of Pledged College Revenues/Operating Fund Requests. If at any time there is no outstanding Parity Indebtedness secured by Pledged College Revenues that is the subject of an Intercreditor Agreement, then after the occurrence and during the continuance of a Triggering Event (as herein defined), the Trustee may (subject to its rights and protections under the Indenture) exercise the following rights and remedies:

(i) The Trustee may, but shall not be required to, send the University a written notice informing the University of the occurrence and continuance of a Triggering Event (a “**Triggering Event Notice**”), and thereafter the University shall promptly pay or cause to be paid to the Trustee (or any collateral agent appointed by the Trustee), on a weekly basis, via a single wire transfer payment or other direct payments, or permit the Trustee to collect directly, so far as practicable, all Pledged College Revenues. As used herein, each of the following shall constitute a “**Triggering Event**” hereunder:

(A) (1) a Payment Default has occurred, or (2) a Non-Payment Default has occurred and continued for a period of nine (9) continuous months without cure by the University (if applicable) or a period of twelve (12) continuous months without waiver by the Trustee, or

(B) an Acceleration Event has occurred.

Prior to its receipt of a Triggering Event Notice, the University shall not be required to pay the Pledged College Revenues to the Trustee but instead shall make all payments as and when and in the manner provided in this Agreement and the Mortgage Note.

(c) Application of Revenues.

Upon receipt of Pledged College Revenues, the Trustee may hold and apply all collected funds towards the payment of all obligations owed by the University under this Agreement, the Mortgage Note, and the Mortgage as and when required thereunder or otherwise when the Trustee may determine subject to the rights of University to receive funding in accordance with the terms of Section 3.10(d).

(d) Operating Fund Requests.

Once the Trustee has sent a Triggering Event Notice to the University and provided no Acceleration Event has occurred, the University may make periodic requests (but no more frequently than once per month, unless the University has an unexpected operating expense, in which case the University may make an additional request relating to such unexpected expense) for the receipt of funds from collected monies representing Pledged College Revenues on deposit with the Collateral Agent to pay its reasonable and customary operating expenses then due or to become due within 30 days of the request (each an

“**Operating Fund Request**”) subject to the terms set forth in this Section 3.10. As a condition to receiving the operating advance hereunder, at least five (5) business days prior to any requested funding date, the University shall be required to deliver a written request and certification to the Trustee in the form attached as **Exhibit A** hereto, including a schedule attached thereto detailing the expenses (by category) to be paid therefrom and a certification that such amounts are reasonable and customary expenses of the University. The Trustee shall grant each Operating Fund Request (a) to the extent possible using only finally collected Pledged College Revenues deposited with and remaining in the control of the Trustee after first distributing monies necessary to pay monthly debt service collections or payments due under this Agreement and applicable to the then current month or any prior month of the request, and (b) provided that, prior to time of distribution, the Trustee has not received notification of an objection to the request from any Holders constituting a Majority of the Bondholders under the Indenture that such request does not comply with the terms of this Section 3.10(d). Upon receipt of any objection, the Trustee shall not fund such Operating Fund Request unless and until it shall receive a written notice from the University and the objecting Majority of the Bondholders approving the disputed request or any modified version of such request.

Section 6. Insurance.

(a) Section 2.8 – Insurance. The last sentence of Section 2.8 is hereby deleted in its entirety.

(b) Section 4.1 – Covenants as to Insurance. Section 4.1 of the Loan Agreement is hereby amended and restated in its entirety as follows:

4.1. Covenants as to Insurance.

The College shall, at the times specified in the following paragraphs, procure and maintain, or cause to be procured and maintained, the following insurance:

(a) At all times, Special Form perils insurance, or current equivalent, with a deductible clause in an amount not-to-exceed one hundred thousand dollars (\$100,000) or such other deductible provisions as for other comparable facilities (the “**Deductible Amount**”), on the plant, structure, machinery, equipment and apparatus comprising the 2016 Project Facilities, plus Boiler and Machinery coverage, and Flood Insurance if the 2016 Project Facilities is located within a Special Flood Hazard Area, each with deductible clauses and coverage sublimits as are customary for other comparable facilities in the insurance marketplace. Coverage for Contingent Liability From Operation of Building Laws shall be included, and an Agreed Amount Endorsement shall be attached to the policy. The Authority and the Trustee shall be listed as Mortgagee and Lender Loss Payee on all such policies. The foregoing insurance shall be maintained as long as any of the obligations of the Authority or the University under the Indenture, the Bonds, or any indebtedness under this Agreement or secured by the Mortgage remains issued and Outstanding, and such coverage shall be in an amount not less than one hundred per centum (100%) of the current estimated replacement value thereof, exclusive of excavations and foundations, or such other reasonable amount as may be customary for comparable facilities in the insurance marketplace. Any such policy shall provide that the insurance

company shall give at least thirty (30) days' notice, in writing, to the Authority and the Trustee of the cancellation or non-renewal of the policy, except in the event of nonpayment of premiums, in which case ten (10) days' notice, or current industry standard notice, shall be provided. In any event each such policy shall be in an amount sufficient to prevent the University and the Authority from becoming co-insurers under the applicable terms of such policy. In the event that the University is unable to procure insurance with a loss deductible clause of not exceeding the Deductible Amount, the deposit with the Trustee on behalf of the Authority or the setting aside in a special fund of United States Obligations or moneys at least equal to the difference between the Deductible Amount and the amount deductible on such policy or policies shall be deemed to be in complete compliance with the provisions of this paragraph (a) establishing a Deductible Amount;

(b) At all times, insurance protecting the Authority, the Trustee and the University against loss or losses from liabilities imposed by law or assumed in any insured written contract and arising from bodily injury of persons or damage to the property of others caused by accident or occurrence, with limits of not less than one million dollars (\$1,000,000) combined single limit per occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury and property damage, or such other amounts as may be customary for comparable facilities in the insurance marketplace. Any such policy shall provide that the University shall give at least thirty (30) days' notice, in writing, to the Authority of the cancellation or non-renewal of the policy, except in the event of nonpayment of premiums, in which case ten (10) days' notice, or current industry standard notice, shall be provided. The Authority shall be named as Additional Insureds on such policy or policies; and

(c) In the event that the Authority shall re-enter the 2016 Project Facilities or foreclose the Mortgage relating to the 2016 Project Facilities, as provided for by this Agreement and the Mortgage, the Authority may, at its sole option, maintain business income insurance, or the current equivalent, on the 2016 Project Facilities, covering the loss of revenues attributable to the 2016 Project Facilities by reason of necessary interruption, total or partial, in the use of the 2016 Project Facilities, resulting from direct physical loss or damage thereto from causes customarily insured.

Upon closing of the Bonds, and thereafter upon each renewal of insurance coverage, the University shall deliver to the Authority either a complete copy of the policy or policies, including all declarations and endorsements, or a fully completed Certificate of Insurance detailing all coverage in force, including full blanket property limits and any excess coverages, and including evidence of the required Additional Insured Endorsement and Mortgagee Endorsement.

All policies of insurance shall be payable to the University, the Trustee and the Authority, as their interests may appear, and the Authority and the Trustee shall have the sole right to receive the proceeds of such policy or policies affecting the 2016 Project Facilities and receipt for claims thereunder.

The proceeds of all such property insurance policies shall either be: (i) applied by the Authority and the Trustee, on the one hand, or the University, as applicable, to the repair and replacement of the damaged property of the 2016 Project Facilities in accordance

with Section 5.2 of the Mortgage, or (ii) in accordance with Section 5.2 of the Mortgage, deposited by the Authority with the Trustee for payment into the applicable account of the Debt Service Fund accompanied by a certificate of an Authorized Officer of the Authority stating that such deposit is being made pursuant to this Section 4.1 for the purpose of paying the principal of and interest on the Bonds in accordance with Section 4.01(b) of the Indenture. The proceeds of any business income insurance policy or policies shall be deposited by the Authority with the Trustee for payment into the applicable account of the Debt Service Fund accompanied by a similar certificate of an Authorized Officer of the Authority.

All insurance prescribed by this Section 4.1 shall be procured from financially sound and reputable insurers qualified to do business in the State. To the extent that any such insurance required by this Section 4.1 is not obtainable on commercially reasonable terms as determined by the Insurance Consultant in accordance with Section 4.1(d) hereof, the University may make exceptions to the required coverage or provide for reasonable substitutions of coverage as recommended by the Insurance Consultant under such Section 4.1(d). The policies shall be open to inspection by the Authority and the Trustee at all reasonable times, and a list prepared by the University as of June 30 of each Bond Year describing such policies shall be furnished by the University to the Trustee annually within sixty (60) days after the beginning of each Bond Year, together with a certificate of an Authorized Officer of the University and of its Insurance Consultant (as provided under Section 4.1(d)) certifying that such insurance meets all the requirements of the Indenture, the Loan Agreement, and the Mortgage. The Trustee shall have no responsibility with respect to any such insurance except to receive such annual certificates and hold the same for inspection by any Bondholders.

(d) The University agrees that it shall annually engage a qualified commercial insurance consultant (the “**Insurance Consultant**”) with experience insuring facilities comparable to the 2016 Project Facilities to review the forgoing insurance requirements and the University’s insurance policies for compliance with all such requirements and to provide the annual certification required under Section 4.1(c) above, which certification shall contain reasonable information or evidence supporting the Insurance Consultant’s qualifications to provide such certification. If the Insurance Consultant concludes that any of the coverages (including the limits or deductibles) or other provisions set forth in the insurance requirements are not available on a commercially reasonable basis, the Insurance Consultant shall provide a written recommendation of such modifications that are available or should be provided on a commercially reasonable basis not less than twenty (20) days before the date of renewal of such insurance. The University shall, prior to the expiration of the insurance then in effect, obtain or cause to be obtained such modified insurance that is available and recommended by the Insurance Consultant on a commercially reasonable basis.

Section 7. Additional Reporting. The Loan Agreement is hereby amended to add the following Section 5.8(j):

(j) Additional Reporting. In addition to any other reporting provisions of the University under this Agreement and the Continuing Disclosure Agreement, commencing with the calendar quarter ending December 31, 2024, and continuing to and including the

calendar quarter ending June 30, 2026, the University agrees that within 15 days after the end of each calendar quarter, it shall provide to the MSRB (as defined in the Continuing Disclosure Agreement), the Authority and the Trustee each of the following reports, prepared in accordance with generally accepted accounting principles to the extent applicable and certified by the chief financial officer of the University:

- (i) Student Enrollment;
- (ii) Total Cash and Investments Position;
- (iii) Total Outstanding Long-Term Debt; and
- (iv) Statement of Activities consistent with the reporting provided in the University's Audited Financial Statements both for the quarter and year-to-date, with a comparison of actual to budgeted amounts (such Statement of Activities will be based on draft unaudited financial information).

Section 8. Lien Continuation/Perfection. The Loan Agreement is hereby amended to add the following Section 5.8(k):

(k) Lien Continuation and Perfection Opinions. Notwithstanding any contrary provisions set forth herein, in the Mortgage or the Indenture, the University shall at its sole expense keep, record, file and continue, all necessary documents, instruments and financing statements in such places as may be required by law in order to perfect, protect, and continue the collateral rights, assignments, liens, and security interests of the Authority and/or the Trustee under this Agreement, the Mortgage, and the Indenture. Commencing on January 1, 2029 and continuing on each five year anniversary thereafter, the University shall provide the Trustee an opinion of counsel that, based upon applicable law then in effect, on such date, no filing, registration, or recording, and no re-filing, re-registration, or re-recording of any agreement, mortgage, or instrument, including any financing statement or amendments thereto, or any continuation statements or instruments of a similar character relating to the collateral rights, assignments, liens, and security interests of the Authority and/or the Trustee under this Agreement, the Mortgage, and the Indenture, is required by law either currently or during the five-year period commencing as of the applicable reporting date, in order to fully perfect, preserve, and protect such rights and security of the Trustee and the rights of the Trustee under the Indenture during such period.

Section 9. Waiver of Existing Event of Default. Pursuant to and as authorized under the First Supplemental Indenture, the Authority and the Trustee hereby waive the Existing Event of Default. Except as expressly set forth in this paragraph, and subject to the limitations set forth herein, the Authority and the Trustee are not waiving any other covenant, violation, or breach of the Loan Agreement, the Indenture, or related documents which may exist as of the date hereof or any other event, circumstance, or condition which with the giving of notice or the passage of time, or both, would constitute a violation or breach of such documents. This waiver shall be effective only in this specific instance and for the specific purpose for which it is given, and this waiver shall not entitle the University to any other or further waiver in any similar or other circumstances.

Section 10. Effectiveness of Amendment. This Amendment shall become effective upon delivery by the University of, and compliance by the University with, the following, each of which shall be in form and substance acceptable to Trustee:

(a) This Amendment duly executed and delivered by the University to the Authority.

(b) The First Supplemental Indenture duly executed and delivered by the Authority and all conditions precedent to the effectiveness of such Supplemental Indenture shall have been satisfied.

Section 11. Representations, Warranties, Authority, No Adverse Claim.

(a) Reassertion of Representations and Warranties; No Default. The University hereby represents that on and as of the date hereof and after giving effect to this Amendment that, (a) all of the representations and warranties contained in the Loan Agreement are true, correct and complete in all respects as of the date hereof as though made on and as of such date, and (b) there exists no Default or Event of Default (other than the Existing Event of Default) under the Loan Agreement as amended by this Amendment on such date which has not been waived in writing by the Authority.

(b) Authority; No Conflict; No Consent Required. The University represents and warrants that the University has the power and legal right and authority to enter into this Amendment and any other instrument or agreement executed by the University in connection with this Amendment (collectively, the “**Amendment Documents**”) and has duly authorized as appropriate the execution and delivery of the Amendment Documents and other agreements and documents executed and delivered by the University in connection herewith or therewith by proper corporate action, and that none of the Amendment Documents nor the agreements contained herein or therein contravenes or constitutes a default under any agreement, instrument, or indenture to which the University is a party or a signatory, or a provision of the University’s Articles of Incorporation, Bylaws, or any other similar agreement or requirement of law, or result in the imposition of any Lien on any of its property under any agreement binding on or applicable to the University or any of its property except, if any, in favor of the Authority. The University represents and warrants that no consent, approval or authorization of or registration or declaration with any person or entity, including but not limited to any governmental authority, is required in connection with the execution and delivery by the University of the Amendment Documents or other agreements and documents executed and delivered by the University in connection therewith or the performance of obligations of the University therein described, except for those which the University has obtained or provided and as to which the University has delivered certified copies of documents evidencing each such action to the Authority.

(c) No Adverse Claim. The University warrants, acknowledges and agrees that no events have taken place and no circumstances exist at the date hereof which would give the University a basis to assert a defense, offset or counterclaim to any claim of the Authority.

(d) Release. University, hereby releases the Authority and the Trustee and each of its officers, directors, agents, employees, legal counsel and other representatives from any and all claims, demands, causes of action, liability, damage, loss, cost and expense which it has paid, incurred or sustained or believed it has paid, incurred or sustained, known or unknown, absolute or contingent, liquidated or unliquidated, as a result of or related to (i) the transactions evidenced by or related to the Bonds, the Loan Agreement and any related documents, or (ii) any acts or omissions of the Authority or Trustee or any of its officers, directors, agents, employees, legal counsel or other representatives in connection therewith or related thereto, or (c) the extension or denial of credit.

Section 12. Affirmation of Loan Agreement; Further References; Affirmation of Security Interest. The Authority and the University each acknowledge and affirm that the Loan Agreement, as hereby amended, the Mortgage Note and the Mortgage are hereby ratified and confirmed in all respects and all terms, conditions and provisions of the Loan Agreement, except as amended by this Amendment, shall remain unmodified and in full force and effect. All references in any document or instrument to the Loan Agreement are hereby amended and shall refer to the Loan Agreement as amended by this Amendment. The University confirms to the Trustee that the security interest and liens granted by the University in favor of the Authority and/or the Trustee under the Loan Agreement and the Mortgage each continues to secure all indebtedness and obligations described therein, and that all of the terms, conditions, provisions, agreements, requirements, promises, obligations, duties, covenants and representations of the University thereunder and any and all other documents and agreements entered into with respect to the obligations under the Loan Agreement are incorporated herein by reference and are hereby ratified and affirmed in all respects by the University.

Section 13. Merger and Integration; Superseding Effect. This Amendment, from and after the date hereof, embodies the entire agreement and understanding between the parties hereto and supersedes and has merged into this Amendment all prior oral and written agreements on the same subjects by and between the parties hereto with the effect that this Amendment shall control with respect to the specific subjects hereof and thereof.

Section 14. Successors. The Amendment shall be binding upon the University, the Trustee and the Authority and their respective successors and assigns, and shall inure to the benefit of the University, the Trustee and the Authority and the successors and assigns of the Authority.

Section 15. Headings. The headings of various sections of this Amendment have been inserted for reference only and shall not be deemed to be a part of this Amendment.

Section 16. Counterparts. The Amendment may be executed in several counterparts as deemed necessary or convenient, including by facsimile or electronic .pdf, each of which, when so executed, shall be deemed an original, provided that all such counterparts shall be regarded as one and the same document, and either party to any of such documents may execute any such agreement by executing a counterpart of such agreement.

[Signature Page to Follow on Next Page]

IN WITNESS WHEREOF, the University and Trustee have caused this First Amendment to Loan Agreement to be executed in their respective names as of the date first above written.

SAINT ELIZABETH UNIVERSITY, A NEW JERSEY NONPROFIT CORPORATION

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name: Peter Finkel
Title: Vice President

Acknowledged and Accepted:

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

EXHIBIT A

OPERATING FUND REQUEST

_____, 20____

To: U.S. Bank National Association
21 South Street, 3rd Floor
Morristown, New Jersey 07960
Attn: Corporate Trust Department

Attached hereto as **Annex I** is a schedule of reasonable and customary operating expenses now due to be paid or to become due within 30 days of this request, organized by expense category, that the University of Saint Elizabeth, a New Jersey Nonprofit Corporation fka the College of Saint Elizabeth (the "University") seeks to pay using collected monies representing Pledged College Revenues on deposit with the U.S. Bank National Association, solely in its capacity as trustee (the "Trustee") pursuant to that certain Loan Agreement dated as of October 1, 2016 (as amended from time to time, the "Loan Agreement") by and between the University and the New Jersey Educational Facilities Authority and assigned by such Authority to the Trustee. Pursuant to Section 3.10(d) of the Loan Agreement, the University hereby: (a) requests payment on or before _____, 20__, in the total amount of \$_____ for the reasonable and customary operating expenses detailed in Annex I; and (b) *certifies to the Trustee that the amounts requested are reasonable and customary expenses of the University now due or to become due within 30 days of this request.*

Please pay the amount listed above to the University using the following instructions:

[Wire instructions]

I hereby certify that the information contained in this Operating Fund Request is accurate and in compliance with Section 3.10(d) of the Loan Agreement.

**SAINT ELIZABETH UNIVERSITY, A NEW
JERSEY NONPROFIT CORPORATION**

By: _____
Name:
Title:

Exhibit V

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY AUTHORIZING A TWELVE (12) MONTH EXTENSION OF THE APPOINTMENT OF THE AUTHORITY'S INDEPENDENT REGISTERED MUNICIPAL ADVISOR

Adopted: January 28, 2025

WHEREAS: The New Jersey Educational Facilities Authority (the "Authority") was duly created and now exists under the New Jersey Educational Facilities Authority Law, Public Laws of 1967, Chapter 271, N.J.S.A. 18A:72A-1 et seq., as amended (the "Act") for the purpose of issuing its obligations to obtain funds to finance eligible educational facilities as such may be required for the purposes of public and private institutions of higher education, private colleges and public libraries, and to sell such obligations at public or private sale at a price or prices and in a manner as the Authority shall determine; and

WHEREAS: The policies and procedures of the Authority with regard to the selection of professionals are governed, *inter alia*, by Executive Order No. 26 (Whitman) ("EO 26") which took effect on January 1, 1995, and Executive Order No. 37 (Corzine) ("EO 37") which took effect on November 25, 2006; and

WHEREAS: Based upon the Authority's competitive request for proposal process under its standard procurement process and procedures and in accordance with EO 26 and EO 37, by Resolution adopted on March 28, 2023 (the "Prior Resolution"), the Authority authorized the engagement of Hilltop Securities ("Hilltop") to serve as the Authority's Independent Registered Municipal Advisor for a period of twenty-four (24) months from April 21, 2023 to April 20, 2025 with the option to extend the engagement for two (2) additional successive periods of twelve (12) months at the discretion of the Authority; and

WHEREAS: The Authority now wishes to exercise its option to extend the appointment of Hilltop for an additional twelve (12) month period from April 21, 2025 to April 20, 2026.

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

SECTION 1. The recitals set forth above are incorporated herein by reference as if set forth at length herein.

SECTION 2. The Authority hereby authorizes an extension of Hilltop's appointment as the Authority's Independent Registered Municipal Advisor for an additional twelve (12) month period from April 21, 2025, to April 20, 2026, subject to the continuing terms and conditions set forth in the Prior Resolution and the terms and conditions set forth in this Resolution unless terminated earlier in the sole discretion of the Authority.

SECTION 3. The Authority hereby authorizes the Executive Director, the Deputy Executive Director or the Director of Project Management, including any serving in an interim or acting capacity, to take and do any and all acts and things as may be necessary or desirable in connection with the engagement of Hilltop as the Authority's Independent Registered Municipal Advisor.

SECTION 4. This Resolution shall take effect in accordance with the Act.

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

AYE: Joshua Hodes
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Brian Bridges (represented by Angela Bethea)
Erik Yngstrom

NAY: None

ABSTAIN: None

RECUSED: None

ABSENT: None

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

Exhibit VI

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY AUTHORIZING A TWELVE (12) MONTH EXTENSION OF THE APPOINTMENT OF THE AUTHORITY'S BIDDING AGENT

Adopted: January 28, 2025

WHEREAS: The New Jersey Educational Facilities Authority (the "Authority") was duly created and now exists under the New Jersey Educational Facilities Authority Law, Public Laws of 1967, Chapter 271, N.J.S.A. 18A:72A-1 et seq., as amended (the "Act") for the purpose of issuing its obligations to obtain funds to finance eligible educational facilities as such may be required for the purposes of public and private institutions of higher education, private colleges and public libraries, and to sell such obligations at public or private sale at a price or prices and in a manner as the Authority shall determine; and

WHEREAS: The policies and procedures of the Authority with regard to the selection of professionals are governed, *inter alia*, by Executive Order No. 26 (Whitman) ("EO 26") which took effect on January 1, 1995, and Executive Order No. 37 (Corzine) ("EO 37") which took effect on November 25, 2006; and

WHEREAS: Based upon the Authority's competitive request for proposal process under its standard procurement process and procedures and in accordance with EO 26 and EO 37, by Resolution adopted on March 28, 2023 (the "Prior Resolution"), the Authority authorized the engagement of BLX Group LLC ("BLX") to serve as the Authority's Bidding Agent for a period of twenty-four (24) months from April 21, 2023 to April 20, 2025 with the option to extend the engagement for two (2) additional successive periods of twelve (12) months at the discretion of the Authority; and

WHEREAS: The Authority now wishes to exercise its option to extend the appointment of BLX for an additional twelve (12) month period from April 21, 2025 to April 20, 2026.

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

SECTION 1. The recitals set forth above are incorporated herein by reference as if set forth at length herein.

SECTION 2. The Authority hereby authorizes an extension of BLX's appointment as the Authority's Bidding Agent for an additional twelve (12) month period from April 21, 2025, to April 20, 2026, subject to the continuing terms and conditions set forth in the Prior Resolution and the terms and conditions set forth in this Resolution unless terminated earlier in the sole discretion of the Authority.

SECTION 3. The Authority hereby authorizes the Executive Director, the Deputy Executive Director or the Director of Project Management, including any serving in an

interim or acting capacity, to take and do any and all acts and things as may be necessary or desirable in connection with the engagement of BLX as the Authority's Bidding Agent.

SECTION 4. This Resolution shall take effect in accordance with the Act.

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

AYE: Joshua Hodes
Louis Rodriguez
Elizabeth Maher Muoio (represented by Ryan Feeney)
Brian Bridges (represented by Angela Bethea)
Erik Yngstrom

NAY: None

ABSTAIN: None

RECUSED: None

ABSENT: None

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



Defending 501(c)(3) Private Activity Bonds in the 119th Congress

January 28, 2025



CHUCK SAMUELS

Member

Mintz

CASamuels@mintz.com

202.434.7312



NEAL MARTIN

Senior Director of Government Relations

ML Strategies

RNMartin@mlstrategies.com

202.434-7458



Expiration of portions of 2017 Tax Cuts & Jobs Act opens door to new tax bill



Tax-exempt bonds likely on the chopping block once again



Imperative that we are proactive in making the case for why private activity bonds are vital to communities

What's the same?

SAME AS 2017

- ✓ Tax reform
- ✓ All Republicans
- ✓ Similar objectives
- ✓ Short time frame
- ✓ Reconciliation process

What's different?

DIFFERENT THAN 2017

- Post-COVID deficit \$35T
- Legacy effects of IRA, IIJA, and ARPA
- Structured tax reform sunseting
- Prepared for timeframe

What's Set to Expire?

Individual Rates

- Marginal tax rates for individuals will revert to pre-2017 levels, including maximum rates of 39.6% from 37%
- Standard deduction amounts will be lower by almost half and adjusted for inflation

SALT Deduction

- The \$10,000 cap on state and local tax deductions will no longer apply

Business Provisions

- Bonus depreciation – which allows immediate deduction for capital investments (phases out after 2026)
- Pass-through businesses will no longer be able to deduct up to 20% of qualified income

Child Tax Credit

- Maximum credit will drop to \$1,000 per child, from \$2,000
- Phaseout threshold will decrease to \$75,000 for individuals and \$110,000 for married couples

Estate and Gift Taxes

- Exemption from estate and gift taxes reverts to pre-2017 level of around \$5 million, adjusted for inflation
- The 2024 exemption is \$13.6 million

Paid Family and Medical Leave Credit

- Credit for employers who provide up to 12 weeks of paid family and medical leave per employee expires

Proposals to Eliminate the Tax Exemption of Munis

- **Heritage Foundation:** [“Five Rules for Fiscally Responsible, Pro-Growth Tax Reform”](#)
- **American Enterprise Institute:** [“Solutions Initiative 2024: Charting a Brighter Future”](#)
- **Progressive Policy Institute:** “most of the benefits from these tax breaks are captured by higher earners rather than by the state and local governments they are supposed to support.”
- **CATO Institute:** “Repealing the exemption would reduce deficits by about \$40 billion a year and improve investment efficiency.”
- Even going back to the [2010 National Commission on Fiscal Responsibility and Reform](#), among their recommendations was to tax interest on newly issued state and municipal bonds.

- **Non-partisan Congressional Budget Office:** “[Options for Reducing the Deficit: 2025-2034](#)” includes the elimination of the tax exemption for New Qualified Private Activity Bonds as one option for consideration.
- **House Budget Committee** staff-prepared options list for 2025 tax bill includes:
 - Eliminate Tax Preferences for Private Activity Bonds
 - Increase Applicability of Endowment Tax at Private Colleges and Universities
 - Endowment Tax Expansion to 14 Percent Rate
 - Repeal SALT Deduction
 - Eliminate Exclusion of Interest on State and Local Bonds
 - Eliminate Non-profit Status of Hospitals
 - Eliminate Deduction for Charitable Contributions to Health Organizations



Why the focus on higher education?



Legislative options

How Issuers and Borrowers Can Best Use Grassroots & Grasstops to Advocate for Bonds



QUESTIONS?

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
2024 BUDGET VARIANCE ANALYSIS
FOR THE ELEVEN MONTHS ENDED NOVEMBER 2024**

EXECUTIVE SUMMARY

Net Operating Income

The NJEFA concluded November with a year-to-date net operating income in the amount of \$2,426,697 based on year to date revenues of \$4,967,595 and expenses of \$2,540,898.

Revenues

Year-to-date revenues were \$1,071,505 more than projected due to an increase in initial and annual fees relating to a higher number of bond series closing and due to the timing of investment income.

Expenses

Operating expenditures for the first eleven months of the year were under budget by \$868,430 primarily due to timing of expenditures.

Exhibits

<u>Report</u>	<u>Page</u>
Actual vs. Budget Report	1
Operating Account – Vendor Payments	2
Summary of Construction Funds	3

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
ACTUAL vs. BUDGET REPORT
NOVEMBER 2024

	Month Ended November 30, 2024			Year Ended November 30, 2024		
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
<u>Operating Revenues</u>						
Annual Administrative Fees	\$296,678	\$244,814	\$ 51,864	\$ 3,228,596	\$ 2,944,002	\$ 284,594
Initial Fees	-	-	-	714,050	339,050	375,000
Investment Income	134,653	55,731	78,922	1,024,949	613,038	411,911
	<u>\$ 431,331</u>	<u>\$ 300,545</u>	<u>\$ 130,786</u>	<u>\$ 4,967,595</u>	<u>\$ 3,896,090</u>	<u>\$ 1,071,505</u>
<u>Operating Expenses</u>						
Salaries	\$109,513	\$130,826	\$ 21,313	\$ 1,314,798	\$ 1,569,922	\$ 255,124
Employee Benefits	48,451	60,944	12,493	523,776	670,378	146,602
Provision for Post Ret. Health Benefits	8,337	8,333	(4)	91,706	91,667	(39)
Office of The Governor	1,956	2,083	127	22,789	22,917	128
Office of The Attorney General	8,208	12,500	4,292	94,881	137,500	42,619
Sponsored Programs & Meetings	-	938	938	693	10,312	9,619
Telecom & Data	2,256	5,000	2,744	30,957	55,000	24,043
Rent	18,007	18,083	76	198,075	198,917	842
Utilities	-	3,333	3,333	27,377	36,667	9,290
Office Supplies & Postage Expense	829	1,633	804	9,563	17,967	8,404
Travel & Expense Reimbursement	171	1,142	971	895	12,558	11,663
Staff Training & Conferences	450	3,050	2,600	7,370	33,550	26,180
Insurance	4,773	5,833	1,060	53,931	64,167	10,236
Publications & Public Relations	-	1,788	1,788	15,105	19,662	4,557
Professional Services	7,539	47,376	39,837	94,408	375,124	280,716
Dues & Subscriptions	2,611	6,325	3,714	45,285	69,569	24,284
Maintenance Expense	-	1,417	1,417	1,421	15,583	14,162
Depreciation	715	715	-	7,868	7,868	-
Contingency	-	-	-	-	-	-
	<u>213,816</u>	<u>311,319</u>	<u>97,503</u>	<u>2,540,898</u>	<u>3,409,328</u>	<u>868,430</u>
Net Operating Income	<u>\$ 217,515</u>	<u>\$ (10,774)</u>	<u>\$ 228,289</u>	<u>\$ 2,426,697</u>	<u>\$ 486,762</u>	<u>\$ 1,939,935</u>
Non-Operating Income				<u>\$ 292,819</u>		<u>\$ 292,819</u>
Total Income				<u>\$ 2,719,516</u>		<u>\$ 2,232,754</u>

**NJEFA
Vendor Payments
November 2024**

Date	Num	Name	Amount
11/04/2024	13577	22nd Century Technologies	912.10
11/04/2024	13578	Cannon, Barbara	4,192.80
11/04/2024	13579	FedEx	9.39
11/04/2024	13580	Government News Network	438.00
11/04/2024	13581	Governor's Authorities Unit	22,789.24
11/04/2024	13582	Hazley, Linda J.	2,096.40
11/04/2024	13583	Horizon BCBSNJ	50.00
11/04/2024	13584	NJ Alliance For Action, Inc.	450.00
11/04/2024	13585	NJ Economic Development Authority	1,274.55
11/04/2024	13586	NJ OIT Fiscal Services	1,137.53
11/04/2024	13587	Panacek, Joan	2,096.40
11/04/2024	13588	Polar Inc.	58.65
11/04/2024	13589	Poole, James S.	2,096.40
11/04/2024	13590	Uyhazi, Donald D.	2,935.20
11/5/2024	EFT	BMO Financial Group	--
11/5/2024	EFT	- DigitalSpace	11.00
11/5/2024	EFT	- Comcast	91.90
11/5/2024	EFT	- Intuit	150.00
11/5/2024	EFT	- VRC	301.26
11/5/2024	EFT	- VZW	382.26
11/5/2024	EFT	- SHRM	264.00
11/19/2024	13591	Compuchecks.com	46.94
11/19/2024	13592	FedEx	10.91
11/19/2024	13593	New Jersey City University	5,934.89
11/19/2024	13594	NJSBA	225.00
11/19/2024	13595	Treasurer, State of New Jersey - Pinnacle	632.70
11/19/2024	13596	US Bank (PFM)	619.78
11/19/2024	13597	W.B. Mason Company, Inc.	214.05
Total			49,421.35

**New Jersey Educational Facilities Authority
Summary of Construction Funds
As of November 30, 2024**

<u>Institution</u>	<u>Issue</u>	<u>Description</u>	<u>Bond Proceeds</u>	<u>Net Disbursed</u>	<u>Balance</u>	<u>% Complete</u>
<u>Private</u>						
Princeton University	2024 A	Acq. Constr, Reno of Facilities & Installation of Capital Assets	\$ 955,526,105	(380,525,003)	\$ 575,001,102	40%
Seton Hall University	2020 D	Construction new student housing and athletic facilities	70,000,000	(35,934,536)	\$ 34,065,464	51%
Sub Total			<u>\$ 1,025,526,105</u>	<u>\$ (416,459,539)</u>	<u>\$ 609,066,566</u>	
<u>Public</u>						
Ramapo College	2022 A	Academic Building and Administrative Office Renovations	\$ 10,000,000	\$ 911,732	\$ 10,911,732	-9%
Sub Total			<u>\$ 10,000,000</u>	<u>\$ 911,732</u>	<u>\$ 10,911,732</u>	
<u>Other Programs</u>						
Equipment Leasing Fund	Series 2023	Acquisition and Installation of Equipment	\$ 81,950,086	\$ (29,275,783)	\$ 52,674,303	36%
Capital Improvement Fund	Series 2023	Capital Improvements	190,925,000	(2,051,261)	188,873,739	1%
Technology Infrastructure Fund	Series 2024	Development of Technology Infrastructure	32,525,000	(12,133,082)	20,391,918	37%
Facilities Trust Fund	Series 2024	Construct, Reconstruct, Develop & Improve Facilities	89,695,000	(2,366,620)	87,328,380	3%
Equipment Leasing Fund	Series 2014 A&B	Acquisition and Installation of Equipment	101,266,893	(100,419,248)	847,645	99%
Technology Infrastructure Fund	Series 2014	Development of Technology Infrastructure	41,313,667	(40,171,040)	1,142,627	97%
Capital Improvement Fund	Series 2014 A-D	Capital Improvements	191,905,596	(190,226,437)	1,679,159	99%
Facilities Trust Fund	Series 2014	Construct, Reconstruct, Develop & Improve Facilities	219,977,164	(218,855,504)	1,121,660	99%
Capital Improvement Fund	Series 2016 B	Capital Improvements	146,700,261	(146,499,575)	200,686	100%
Sub Total			<u>\$ 1,096,258,668</u>	<u>\$ (741,998,550)</u>	<u>\$ 354,260,117</u>	
Grand Total			<u>\$ 2,131,784,773</u>	<u>\$ (1,157,546,357)</u>	<u>\$ 974,238,416</u>	

* This issue has reached a completion rate of 95% or higher and will not appear on future reports.