

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

ROGER L. ANDERSON
Executive Director

November 12, 2009

VIA HAND DELIVERY

Honorable Jon S. Corzine
Governor
State House
125 West State Street
P.O. Box 001
Trenton, New Jersey 08625

ATTN: Sonia Frontera, Assistant Counsel
Governor's Authorities Unit

Dear Governor Corzine:

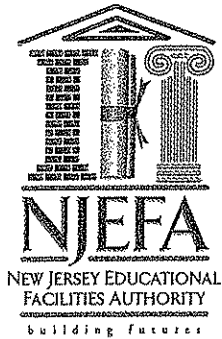
Enclosed please find an original and one copy of the minutes of the Special Meeting of the New Jersey Educational Facilities Authority held on Tuesday, November 10, 2009. Also enclosed are copies of the adopted resolutions.

I hereby certify that it is a true and correct copy of the proceedings.

Sincerely,

Roger L. Anderson
Secretary

Enclosures



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Executive Director

**MINUTES OF THE SPECIAL MEETING OF THE
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
HELD AT 103 COLLEGE ROAD EAST, PRINCETON, NEW JERSEY
ON TUESDAY, NOVEMBER 10, 2009**

The meeting was called to order at 3:09 p.m. by Chair Altman. The New Jersey Educational Facilities Authority gave notice of the time, place and date of this meeting via e-mail and fax on November 5, 2009, to The Star Ledger, The Times and the Secretary of State and by posting the notice at the offices of the Authority in Princeton, New Jersey. Pursuant to the New Jersey Open Public Meetings Act, a resolution must be passed by the New Jersey Educational Facilities Authority in order to hold a session from which the public is excluded.

AUTHORITY MEMBERS PRESENT:

Vivian Altman, Chair
Roger B. Jacobs, Esq.
Ridgeley Hutchinson
Edward J. Graham, Chair, Commission on Higher Education (represented by Kurt Landgraf)
R. David Rousseau, State Treasurer (represented by Nancy Style)

AUTHORITY MEMBERS ABSENT:

None

STAFF PRESENT:

Roger Anderson, Executive Director
Barbara Cannon, Deputy Executive Director
Mary Jane Darby, Director of Project Management
Katherine Newell, Esq., Director of Risk Management
Marie Mueller, Controller
Sheryl Stitt, Director of Communications
Vito Galluccio, Project Manager
Jennifer Soyka, Project Manager
Debra Paterson, Senior Risk Manager
Jennifer Zoccali, Project/Communications Assistant
Sheila Toles, Exec. Assistant/Human Resources Specialist

ALSO PRESENT:

Clifford Rones, Esq., Deputy Attorney General
Robert Polakowski, Association of Independent Colleges and Universities in New Jersey
Sonia Frontera, Esq., Governor's Authorities Unit
William Mayer, Esq., DeCotiis, Fitzpatrick, Cole & Wisler, LLP

ITEMS OF DISCUSSION

1. **Approval of Resolution and Form of Legal Documents for the Sale of NJEFA Revenue Bonds, Princeton Theological Seminary Issue, 2009 Series D, In an Aggregate Principal Amount Not to Exceed \$130,000,000**

Mr. Anderson reported the details of the proposed 2009 Series D bonds in an amount not to exceed \$130,000,000 on behalf of Princeton Theological Seminary. The proceeds of the issue will be used for any or all of the construction of new housing for married students; construction of a new library or the substantial renovation of an existing library; additional capital improvements on the College's campus, including utility upgrades; and certain costs of issuance.

The financing is structured as a fixed rate, negotiated transaction with a true interest cost not to exceed 7% and a final maturity not later than July 1, 2045. The issue is tentatively scheduled to be priced the week of December 7, 2009 and to close the week of December 14, 2009.

Mr. Mayer of DeCotiis, Fitzpatrick, Cole & Wisler, LLP, Bond Counsel, described the resolution presented for approval.

Mr. Jacobs joined the meeting during the description of the resolution.

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

RESOLUTION AUTHORIZING THE ISSUANCE OF NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY REVENUE BONDS, PRINCETON THEOLOGICAL SEMINARY ISSUE, 2009 SERIES D IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$130,000,000

The motion was seconded by Mr. Hutchinson and passed. Mr. Jacobs abstained from the vote.

The term sheet and adopted resolution are appended as Exhibit I.

2. **Approval of Resolution Authorizing the Third Modification of the Authority's Lease for Office Space**

Mr. Anderson reported that the Authority's current office lease expires on November 16, 2010. He reported that after seeking proposals for comparable commercial office space in the general area of the Authority's current office location, staff had determined that it is beneficial to the Authority from an economic and operational standpoint to extend the current lease through December 31, 2016. He advised that staff had negotiated an extension of the existing lease and that the new lease includes various office renovations, a reduction in

monthly rent and also includes operating expense escalations with tax payments, which would result in savings to the Authority if real estate taxes decline.

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

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
APPROVING THE FORM OF THE THIRD MODIFICATION OF THE AUTHORITY'S
LEASE FOR OFFICE SPACE AND AUTHORIZING THE EXECUTION AND
DELIVERY OF SUCH MODIFICATION AND THE TAKING OF ALL NECESSARY
ACTION TO IMPLEMENT THE SAME

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

The adopted resolution and lease are appended as Exhibit II.

3. **Approval of Resolution Consenting to Entry by Felician College of Lodi into a Line of Credit Agreement**

Ms. Newell reported that in June 2006, the Authority issued bonds to finance facilities for Felician College and that the bonds were sold directly to Capital One, N.A. (formerly North Fork Bank). At the time the bonds were issued, Capital One entered into a swap agreement with the College and provided a line of credit to the College. The bonds, swap and line of credit were secured on parity under a master trust indenture.

Ms. Newell reported that the College now wished to terminate the Capital One line of credit and obtain a line of credit from The Provident Bank, which would convert to a term loan within 18 months. She advised that the College had informed the Authority that it is entering the additional line of credit/term loan to make funds available to pay construction costs for improvements/renovations to the College's Elliot Towers dormitory and Castle project. She noted that the College expects to receive pledges to provide for the costs on a schedule which would allow the College not to have to draw on the Provident line of credit unless the need arose.

Ms. Newell advised that the Authority had received a copy of the term sheet for the Provident line of credit and as well as a copy of Capital One's consent to the termination of its line of credit and to obtaining the new Provident line of credit and requested approval of the resolution.

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

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
CONSENTING TO ENTRY BY FELICIAN COLLEGE OF LODI INTO A LINE OF
CREDIT AGREEMENT

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

The adopted resolution, term sheet and consent letter are appended as Exhibit III.

4. **Approval of Resolution Authorizing Entry into a Solar Energy Agreement for Provision of Services at The William Paterson University of New Jersey**

Ms. Newell reported that the Authority, in connection with the issuance of the Series 2005 E bonds on behalf of The William Paterson University of New Jersey, has title to the University's Student Center and Wayne Hall and that the University now wishes to provide electricity for the Student Center and Wayne Hall through solar power energy services provided by Nautilus Solar WPU, LLC. She advised that the services require the construction and installation of a solar power facilities plant on the Student Center; Wayne Hall; and adjacent areas of land and that the University has requested consent to enter into one or more solar energy agreements with Nautilus Solar which would permit Nautilus to install the equipment and operate it for a period of 15 years. Ms. Newell reported that the University has advised the Authority that utilization of solar energy is expected to result in a reduction of operating costs for the University and accordingly, the Authority has determined that it is advisable to enter into the Solar Energy Agreement.

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

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
AUTHORIZING ENTRY INTO ONE OR MORE SOLAR ENERGY AGREEMENTS
FOR PROVISION OF SERVICES AT THE WILLIAM PATERSON UNIVERSITY OF
NEW JERSEY

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

The adopted resolution and Acknowledgement and Consent are appended as Exhibit IV.

5. **Executive Session**

Mr. Jacobs moved the adoption of a resolution of the Authority permitting an Executive Session for discussion of a legal matter; the motion was seconded by Ms. Style and passed unanimously.

Ms. Style moved that the public session be reconvened; the motion was seconded by Mr. Hutchinson and passed unanimously.

6. **Next Meeting Date**

Chair Altman reminded everyone that the next meeting will be held on Thursday, December 10, 2009 at the Authority's offices. Mr. Anderson announced that John Nelson of Moody's Investor's Service will give his annual report on higher education in New Jersey and nationally. Ms. Altman then requested a motion to adjourn.

Mr. Jacobs moved that the meeting be adjourned at 3:31 p.m.; the motion was seconded by Mr. Landgraf and passed unanimously.

Respectfully submitted,



Roger L. Anderson
Secretary



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TERM SHEET

Borrower: Princeton Theological Seminary, Princeton, New Jersey

Issue: 2009 Series D

Amount: Not to Exceed \$130,000,000

Purpose: To provide funds to finance: (i) the construction of new housing for married students; (ii) the construction of a new library or the substantial renovation of an existing library; (iii) additional capital improvements on the Private College's campus, including utility upgrades; and (iv) the payment of certain costs of issuance.

Security: General Obligation of the Private College

Structure: Fixed Rate, Negotiated Sale

Term: No later than July 1, 2045

True Interest Cost: Not to Exceed 7.00%

Expected Bond Ratings: Aaa - Moody's Investors Service
AAA - Standard & Poor's Rating Services

Tentative Pricing: Week of December 7, 2009

Tentative Closing: Week of December 14, 2009

The Authority Members will be asked to adopt the 2009 Series D Bond Resolution which outlines the various parameters of the financing; authorizes the issuance of revenue bonds; authorizes and approves the form of all legal documents necessary for the financing, including an Indenture of Trust between the Authority and the Trustee, the Loan Agreement, Continuing Disclosure Agreement, the form of Preliminary Official Statement and Official Statement, and Contract of Purchase; and delegates to any Authorized Officer the ability to take all actions as may be necessary to sell and issue the bonds, execute the Contract of Purchase with the Underwriter, as well as all other bond documents, and finalize this transaction.

Professionals on the Transaction:

Bond Counsel:	DeCotiis, FitzPatrick, Cole & Wisler, LLP
Authority's Counsel:	Attorney General of New Jersey
Borrower's Counsel:	Drinker, Biddle & Reath, LLP
Financial Advisor:	Phoenix Advisors, LLC
Senior Manager:	Jefferies & Company, Inc.
Co-Senior Manager:	RBC Capital Markets
Co-Managers:	To Be Determined
Underwriters' Counsel:	McManimon & Scotland, LLC
Trustee:	To Be Determined
Trustee's Counsel:	To Be Determined

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

BOND RESOLUTION
AUTHORIZING THE ISSUANCE OF
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE BONDS, PRINCETON THEOLOGICAL SEMINARY ISSUE
2009 SERIES D IN AN AGGREGATE PRINCIPAL AMOUNT
NOT TO EXCEED \$130,000,000

Adopted: November 10, 2009

**BOND RESOLUTION
AUTHORIZING THE ISSUANCE OF
NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE BONDS, PRINCETON THEOLOGICAL SEMINARY ISSUE
2009 SERIES D IN AN AGGREGATE PRINCIPAL AMOUNT
NOT TO EXCEED \$130,000,000**

WHEREAS, the New Jersey Educational Facilities Authority (the “**Authority**”) was created as a public body corporate and politic of the State of New Jersey pursuant to the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented), *N.J.S.A. 18A:72A-1 et seq.* (the “**Act**”); and

WHEREAS, Princeton Theological Seminary (the “**Private College**”) has determined it is necessary and advisable to undertake a project (the “**Project**”) consisting of the construction of new housing for married students, the construction of a new library or the substantial renovation of an existing library, and additional capital improvements on the Private College’s campus, including utility upgrades, and including all work, equipment, materials and services necessary therefor or incidental thereto, and to pay the costs in connection with the issuance of the Bonds (as hereinafter defined); and

WHEREAS, the Authority, at the request of the Private College, has determined that it is necessary and in keeping with its authorized purposes to issue a series of bonds to be designated “New Jersey Educational Facilities Authority, Revenue Bonds, Princeton Theological Seminary Issue, 2009 Series D” (the “**Bonds**”), for the purpose of providing funds to finance the Project; and

WHEREAS, the Bonds will be issued under and secured by an Indenture of Trust (the “**Indenture**”) to be entered into by and between the Authority and a trustee to be designated by an Authorized Officer (as hereinafter defined) of the Authority (together with its successors in trust, the “**Trustee**”); and

WHEREAS, the Authority desires to enter into a Loan Agreement by and between the Authority and the Private College (the “**Agreement**”) pursuant to which the Authority will, among other things, loan the proceeds of the Bonds to the Private College and wherein the Private College will agree to, among other things, make certain loan payments to the Authority, all as set forth in the Agreement; and

WHEREAS, the Authority desires to approve the form of and authorize the distribution of the Preliminary Official Statement (as hereinafter defined) and the Official Statement (as hereinafter defined) relating to the Bonds, to authorize the appropriate officers of the Authority to deem the Preliminary Official Statement final and to authorize the preparation and distribution of the final Official Statement to be used in connection with the offering and sale of the Bonds; and

WHEREAS, the Authority deems it necessary and in keeping with its purposes to issue under the Indenture the Bonds herein authorized for the purposes described above; and

WHEREAS, pursuant to Section 8(c) of the Act, negotiable bonds of the Authority shall be authorized by resolution of the members of the Authority; and

WHEREAS, the Private College has advised that it may pay for certain costs of the Project (“**Project Costs**”) prior to the issuance of the Bonds with funds of the Private College which are not proceeds of tax-exempt bonds.

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

ARTICLE I

AUTHORIZATION OF BONDS; APPROVAL OF DOCUMENTS

1.1. Purpose of Issuance of the Bonds.

The Authority hereby declares the Project to be an authorized undertaking of the Authority and authorizes and directs the Chair, Vice Chair, Executive Director, Deputy Executive Director, Secretary, any Assistant Secretary, Director of Project Management and any other person authorized by resolution of the Authority, and any of such officers designated as “acting” or “interim” (each an “**Authorized Officer**”), to execute and deliver all documents necessary to enable the Authority, as permitted by the Act, to finance, on behalf of the Private College, the Project and the costs of the Project, in whole or in part.

1.2. Authorization of the Bonds.

(a) The Authority hereby authorizes the issuance of the Bonds, in the aggregate principal amount of not to exceed \$130,000,000, in order to finance, on behalf of the Private College, in whole or in part, the Project and the costs of the Project. The Bonds shall be designated “New Jersey Educational Facilities Authority, Revenue Bonds, Princeton Theological Seminary Issue, 2009 Series D”, or such other designation as shall be approved by an Authorized Officer of the Authority, including designating the Bonds as the 2010 Series followed by such letter as specified by an Authorized Officer.

(b) The Authority hereby finds and determines that the issuance of the Bonds involves certain circumstances under which a negotiated bond sale is permissible as outlined in Executive Order No. 26 (Whitman 1994), namely, volatile market conditions, and a competitive sale of the Bonds is not in the best interest of the Authority and the Private College.

(c) Any Authorized Officer is hereby authorized to execute and deliver on behalf of the Authority a contract of purchase (the “**Contract of Purchase**”) by and among the Authority, the Private College and Jefferies & Company, Inc., which is hereby appointed as the senior managing underwriter of the Bonds (the “**Underwriter**”) on behalf of itself and any additional underwriters

appointed pursuant to Section 1.2(c) hereof, in substantially the form presented to this meeting with such changes as shall be approved by an Authorized Officer, with the advice of DeCotiis, FitzPatrick, Cole & Wisler, LLP, Bond Counsel to the Authority (“**Bond Counsel**”), and the Attorney General of the State of New Jersey, such approval to be conclusively evidenced by such Authorized Officer’s execution thereof, for the purchase of the Bonds at the price or prices to be agreed upon; *provided, however*, that the Underwriter’s discount for the Bonds shall not exceed \$7.50 per \$1,000.00 of principal amount of the Bonds. A copy of the Contract of Purchase as executed shall be filed with the records of the Authority.

(d) The Chair, the Vice-Chair, the Executive Director and the Director of Project Management are hereby authorized to appoint any additional underwriters to purchase Bonds as members of an underwriting syndicate headed by the Underwriter.

(e) The Bonds shall be issued in fully registered form, shall be in the denominations, and shall be numbered as shall be provided in the Indenture. The Bonds shall be dated, bear interest, mature and be executed and authenticated as shall be set forth in the Indenture; *provided, however*, that the final maturity date of the Bonds will be no later than July 1, 2045, and the “true” interest cost on the Bonds shall not exceed 7% per annum. The Bonds shall be subject to redemption as provided in the Indenture; *provided, however*, that the redemption premium on the Bonds, if any, shall not exceed 5% of the principal amount of the Bonds to be redeemed.

(f) The Bonds shall be in substantially the form set forth in the Indenture, with such insertions, omissions or variations as may be necessary or appropriate.

(g) The Bonds shall be executed in the name of the Authority by the manual or facsimile signature of its Chair, Vice Chair or Executive Director and its official common seal (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced and attested by the manual or facsimile signature of its Secretary, any Assistant Secretary or Executive Director (provided the same has not executed such Bond).

(h) Following the execution of the Bonds, any Authorized Officer is hereby authorized to deliver the Bonds to the Trustee for authentication and, after authentication, to deliver the Bonds to the Underwriter or its designee against receipt of the purchase price or unpaid balance thereof.

1.3. Approval of Preliminary Official Statement and Official Statement.

The preparation, publication and distribution by the Underwriter of a Preliminary Official Statement (the “**Preliminary Official Statement**”) relating to the Bonds (in substantially the form presented to the Authority at the time of adoption hereof, with such changes, omissions, insertions and revisions as any Authorized Officer shall deem necessary or advisable, with the advice of Bond Counsel and the Attorney General of the State of New Jersey) are hereby approved, ratified and confirmed. The preparation and distribution by the Underwriter of a final Official Statement (the “**Official Statement**”) for the Bonds (in substantially the form of the Preliminary Official Statement, with such changes, omissions, insertions and revisions as any Authorized Officer shall deem necessary or advisable, with the advice of Bond Counsel and the Attorney General of the State of

New Jersey) are hereby approved, and any Authorized Officer is hereby authorized to sign and deliver to the Underwriter the Official Statement in final form acceptable to such Authorized Officer. Any Authorized Officer is hereby authorized, with the advice of Bond Counsel and the Attorney General of the State of New Jersey, to deem the Preliminary Official Statement final within the meaning of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and to provide written evidence relating thereto in form acceptable to Bond Counsel.

1.4. Approval of Agreement.

The form of the Agreement presented to the meeting at which this Resolution is adopted (a copy of which shall be filed with the records of the Authority) is hereby approved. Any Authorized Officer is hereby authorized and directed to execute, acknowledge and deliver, and any other Authorized Officer is hereby authorized and directed to attest and affix the official common seal of the Authority to the Agreement in substantially such form, with such changes therein (including, without limitation, the date thereof and any covenants or provisions required by a rating agency) and any supplements thereto as Bond Counsel and the Attorney General of the State of New Jersey may advise and the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by such Authorized Officer's execution thereof.

1.5. Approval of Indenture.

The form of the Indenture presented to the meeting at which this Resolution is adopted (a copy of which shall be filed with the records of the Authority), is hereby approved. Any Authorized Officer is hereby authorized and directed to execute, acknowledge and deliver, and any other Authorized Officer is hereby authorized and directed to attest and affix the official common seal of the Authority to, the Indenture in substantially such form, with such insertions and changes therein (including, without limitation, the date thereof and any covenants or provisions required by a rating agency) and any supplements thereto as Bond Counsel and the Attorney General of the State of New Jersey may advise and the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by such Authorized Officer's execution thereof.

1.6. Appointment of Trustee.

Any Authorized Officer is hereby authorized and directed to select, via a competitive process, a bank (the "Trustee") to act as trustee under the Indenture. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by the Trustee's execution and delivery thereof.

1.7. Continuing Disclosure.

Pursuant to the Agreement, the Private College will undertake all responsibility for compliance with continuing disclosure requirements, and the Authority shall have no liability to the holders of the Bonds or any other person with respect to such disclosure matters. The form of the Continuing Disclosure Agreement (the “**Continuing Disclosure Agreement**”) by and between the Private College and the Trustee, as Dissemination Agent, presented to this meeting (a copy of which shall be filed with the records of the Authority) is hereby approved. A failure of the Private College to comply with the requirements of the Continuing Disclosure Agreement shall not constitute a default under the Indenture or the Agreement.

ARTICLE II
MISCELLANEOUS

2.1. Reimbursement.

(a) The Authority reasonably expects the Private College to reimburse its expenditure of Project Costs paid prior to the issuance of the Bonds with proceeds of the Bonds.

(b) This resolution is intended to be and hereby is a declaration of official intent to reimburse the expenditures for Project Costs paid prior to the issuance of the Bonds with the proceeds of the Bonds in accordance with Treasury Regulations Section 1.150-2.

(c) The maximum principal amount of Bonds expected to be issued to finance the Project is \$130,000,000, which Bonds may be issued in one or more series and in one or more transactions over the next three years.

(d) The Project Costs to be reimbursed with the proceeds of the Bonds will be "capital expenditures" in accordance with the meaning of Section 150 of the Internal Revenue Code of 1986, as amended (the "**Code**").

(e) No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations Section 1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147 of the Code. The proceeds of the Bonds used to reimburse Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds," including "sinking funds," "pledged funds," or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations Section 1.148-1) of the Bonds or another issue of debt obligations of the Authority, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations Section 1.148-1).

(f) All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the Bonds is paid, or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations Section 1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

2.2. Authorization to Invest Bond Proceeds.

Any Authorized Officer is authorized to enter into or direct the Trustee to enter into one or more agreements to invest the proceeds of the Bonds in Permitted Investments (as defined in the Indenture), in the event that such Authorized Officer determines, in consultation with and with the consent of the Private College, that it is advantageous to the Private College for the Authority to invest any proceeds of the Bonds in Permitted Investments.

2.3. Incidental Action.

The Authorized Officers of the Authority are hereby authorized and directed to execute and deliver such other documents, certificates, directions and notices, and to take such other action as may be necessary or appropriate in order: (i) to effectuate the execution and delivery of the Contract of Purchase, the Agreement, the Indenture and the issuance and sale of the Bonds, including, without limitation, documents necessary or appropriate in order to effectuate the issuance and sale of the Bonds; (ii) to implement the DTC book-entry only system for the Bonds; (iii) to invest the proceeds of the Bonds in Permitted Investments; and (iv) to maintain the tax-exempt status of the interest on the Bonds (including the preparation and filing of any information reports or other documents with respect to the Bonds as may at any time be required under Section 149 of the Internal Revenue Code of 1986, as amended, and the regulations thereunder).

2.4. Prior Resolutions.

All prior resolutions of the Authority or portions thereof inconsistent herewith are hereby repealed.

2.5. Effective Date.

This Resolution shall take effect in accordance with the Act.

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

AYE: Vivian Altman
Ridgeley Hutchinson
R. David Rousseau (represented by Nancy Style)
Edward J. Graham (represented by Kurt Landgraf)

NAY: None

ABSTAIN: Roger B. Jacobs

ABSENT: None

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

INDENTURE OF TRUST

BY AND BETWEEN

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

and

THE BANK OF NEW YORK MELLON, as Trustee

Dated as of: _____, 2009

Securing

New Jersey Educational Facilities Authority
Revenue Bonds, Princeton Theological Seminary Issue
2009 Series D

This preliminary Official Statement and the information contained herein is subject to confirmation and amendment in a final Official Statement. Under no circumstances will this preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, and there shall be no sale of the securities offered hereby, in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2009

**NEW ISSUE
Book-Entry Only**

**Ratings: Moody's: [Aaa]
S&P: [AAA]**

In the opinion of DeCotiis, FitzPatrick, Cole & Wisler, LLP, Bond Counsel, assuming continuing compliance by the Authority and the College (as defined herein) with certain covenants described herein, interest on the 2009 Series D Bonds (as defined herein) is not includable in gross income for federal income tax purposes under current law, and is not an item of tax preference under Section 57 of the Internal Revenue Code of 1986, as amended (the "Code"), for purposes of computing the federal alternative minimum tax imposed on individuals and corporations. Bond Counsel is also of the opinion that interest on the 2009 Series D Bonds held by corporate taxpayers is not included in "adjusted current earnings" in calculating alternative minimum taxable income for purposes of the federal alternative minimum tax imposed on corporations. Bond Counsel expresses no opinion regarding other federal tax consequences arising with respect to the 2009 Series D Bonds. Further, in the opinion of Bond Counsel, interest on the 2009 Series D Bonds and any gain on the sale thereof are not includable as gross income under the New Jersey Gross Income Tax Act. See "TAX EXEMPTION" herein.



\$ _____ *

**NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
REVENUE BONDS,
PRINCETON THEOLOGICAL SEMINARY ISSUE, 2009 SERIES D**



Dated: Date of Delivery

Due: July 1, as shown on the inside front cover

The New Jersey Educational Facilities Authority, Revenue Bonds, Princeton Theological Seminary Issue, 2009 Series D (the "2009 Series D Bonds"), when issued, will be issued as registered bonds and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository for the 2009 Series D Bonds. Individual purchases will be made in book-entry-only form, in the principal amount of \$5,000 or integral multiples thereof. Purchasers will not receive certificates representing their interest in the 2009 Series D Bonds purchased. So long as DTC is the registered owner of the 2009 Series D Bonds, payments of the principal of and interest on the 2009 Series D Bonds will be made directly to DTC. Disbursement of such payments to DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC Participants and Indirect Participants. See "DESCRIPTION OF THE 2009 SERIES D BONDS - Book-Entry Bonds" _____ (the "Trustee"), shall act as trustee and bond registrar for the 2009 Series D Bonds.

The 2009 Series D Bonds will bear interest at the rates per annum set forth on the inside front cover, payable July 1, 2010 and semiannually thereafter on each January 1 and July 1 and will mature on July 1 in the years and principal amounts set forth on the inside front cover. [The 2009 Series D Bonds are subject to redemption prior to maturity, as described herein.]

The 2009 Series D Bonds are being issued pursuant to the New Jersey Educational Facilities Authority Law (N.J.S.A. 18A:72A-1 *et seq.*), as amended and supplemented, a resolution adopted by the New Jersey Educational Facilities Authority (the "Authority") on November 10, 2009 (the "Resolution") and an Indenture of Trust dated as of _____, 2009 (the "Indenture") by and between the Authority and the Trustee. The proceeds of the 2009 Series D Bonds will be used, together with other available funds for: the construction of new housing for married students, the construction of a new library or the substantial renovation of an existing library, and additional capital improvements on the Private College's campus, including utility upgrades, and including all work, equipment, materials and services necessary therefor or incidental thereto, and to pay the costs in connection with the issuance of the Bonds (collectively, the "2009 Series D Project").

The principal and redemption premium, if any, of and interest on the 2009 Series D Bonds are payable solely from payments to be received by the Authority pursuant to a Loan Agreement, dated as of _____, 2009 (the "Loan Agreement"), by and between the Authority and Princeton Theological Seminary, a non-profit educational corporation located in the State of New Jersey (hereinafter referred to as the "College"). The obligation of the College to make the payments required under the Loan Agreement for the payment of the debt service on the 2009 Series D Bonds constitutes a general obligation of the College, payable from any legally available funds of the College.

THE 2009 SERIES D BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE AUTHORITY, AND ARE NOT A DEBT OR LIABILITY OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE), OR A PLEDGE OF THE FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF NEW JERSEY OR OF ANY POLITICAL SUBDIVISION THEREOF OTHER THAN THE AUTHORITY (TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE). THE AUTHORITY HAS NO TAXING POWER. SEE "SECURITY FOR THE 2009 SERIES D BONDS" HEREIN FOR A DESCRIPTION OF THE SECURITY FOR THE 2009 SERIES D BONDS.

This cover page contains certain information for quick reference only. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The 2009 Series D Bonds are offered when, as and if issued by the Authority and delivered to the Underwriter, subject to prior sale, withdrawal or modification of the offer without notice and to the approval of their legality by DeCotiis, FitzPatrick, Cole & Wisler, LLP, Trenton, New Jersey, Bond Counsel to the Authority. Certain legal matters will be passed upon for the College by its counsel, Drinker Biddle Reath LLP, Princeton, New Jersey, and for the Underwriter by its counsel, _____, New Jersey. It is expected that the 2009 Series D Bonds will be available for delivery through the facilities of DTC in New York, New York on or about _____, 2009.

Dated: _____, 2009

* Preliminary, subject to change.

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS*

\$ _____ * Serial Bonds

<u>Due</u> <u>July 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> <u>No.**</u>	<u>Due</u> <u>July 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> <u>No.**</u>
	\$	%	%			\$	%	%	

* Preliminary, subject to change.

** Copyright 2003, American Bankers Association, CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of 2009 Series D Bondholders only at the time of issuance of the 2009 Series D Bonds and the Authority does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the 2009 Series D Bonds as a result of procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the 2009 Series D Bonds.

IN CONNECTION WITH THE OFFERING OF THE 2009 SERIES D BONDS, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2009 SERIES D BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED TO BE A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE OFFERING OF THE 2009 SERIES D BONDS IS MADE ONLY BY MEANS OF THIS ENTIRE OFFICIAL STATEMENT.

No dealer, broker, salesman or other person has been authorized by the Authority or the College to give any information or to make any representations with respect to the 2009 Series D Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of the 2009 Series D Bonds by any person in any such jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Certain information contained herein has been obtained from the College and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and it is not to be construed as a representation of the Authority. The information set forth herein relative to The Depository Trust Company, New York, New York ("DTC") and DTC's book-entry only system has been supplied to the Authority by DTC for inclusion herein, and the Authority takes no responsibility for the accuracy thereof. Such information has not been independently verified by the Authority or the College and neither the Authority nor the College makes any representation as to the accuracy or completeness of such information.

The 2009 Series D Bonds have not been registered under the Securities Act of 1933, as amended, and the Indenture has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions contained in such federal laws. In making an investment decision, investors must rely upon their own examination of the 2009 Series D Bonds and the security therefor, including an analysis of the risk involved. The 2009 Series D Bonds have not been recommended by any federal or state securities commission or regulatory authority. The registration, qualification or exemption of the 2009 Series D Bonds in accordance with applicable provisions of securities laws of the various jurisdictions in which the 2009 Series D Bonds have been registered, qualified or exempted cannot be regarded as a recommendation thereof. Neither such jurisdictions nor any of their agencies have passed upon the merits of the 2009 Series D Bonds or the adequacy, accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

References in this Official Statement to statutes, laws, rules, regulations, resolutions, agreements, reports and documents do not purport to be comprehensive or definitive, and all such references are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. This Official Statement is submitted in connection with the sale of the 2009 Series D Bonds referred to herein and may not be reproduced or used, in the whole or in part, for any other purpose.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstance, create any implication that there has been no change in the affairs of the parties referred to above since the date hereof.

CONTINUING DISCLOSURE AGREEMENT

BY AND BETWEEN

PRINCETON THEOLOGICAL SEMINARY

AND

THE BANK OF NEW YORK MELLON

Dated

as of

_____, 2009

Entered into with respect to the
New Jersey Educational Facilities Authority
Revenue Bonds, Princeton Theological Seminary Issue, 2009 Series D

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

AND

PRINCETON THEOLOGICAL SEMINARY

LOAN AGREEMENT

Dated as of _____, 2009

Relating to
New Jersey Educational Facilities Authority
Revenue Bonds, Princeton Theological Seminary Issue
2009 Series __

BOND PURCHASE AGREEMENT

By and Among

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

and

PRINCETON THEOLOGICAL SEMINARY

and

MERRILL LYNCH

Dated: _____, 2009

RELATING TO

\$14,435,000

NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY

REVENUE BONDS,

PRINCETON THEOLOGICAL SEMINARY ISSUE

2009 SERIES D

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
APPROVING THE FORM OF THE THIRD MODIFICATION OF THE
AUTHORITY'S LEASE FOR OFFICE SPACE AND AUTHORIZING THE
EXECUTION AND DELIVERY OF SUCH MODIFICATION AND THE TAKING OF
ALL NECESSARY ACTION TO IMPLEMENT THE SAME

WHEREAS, The New Jersey Educational Facilities Authority (the "Authority") was created pursuant to the New Jersey Educational Facilities Authority Law, N.J.S.A. 18A:72A-1 et seq. (the "Act"); and

WHEREAS, Pursuant to the Act, the Authority has the power to maintain an office at such place or places in the State as it may designate; and

WHEREAS, the Authority currently leases office space located at 103 College Road East, Princeton, New Jersey 100 & RW CRA LLC (the "Lessor") pursuant to the Lease dated February 22, 1996 and the First Modification of Lease dated March 8, 2001 (the "First Modification") each by and between College Road Associates, Limited Partnership, as Landlord ("CRA") and Tenant as modified by a Second Modification of Lease dated May 21, 2003 (the "Second Modification") by and between 100 & RW CRA LLC, successor to CRA and Tenant (collectively referred to herein as the "Current Office Lease"); and

WHEREAS, the Current Office Lease expires on November 16, 2010; and

WHEREAS, after seeking proposals for office space from the Lessor and other lessors of comparable commercial office space in the general area of the Authority's current office location, the Authority's staff has determined it is beneficial to the Authority from an economic and operational standpoint to extend the current Lease through December 31, 2016; and

WHEREAS, the Authority's staff has negotiated the terms and conditions set forth in the Third Modification of Lease (the "Third Modification of Lease") attached hereto as Exhibit "A"; and

WHEREAS, the Members of the Authority have determined that is advisable and beneficial to the Authority to extend the Current Office Lease pursuant to the Third Modification of Lease;

NOW THEREFORE, the Members of the New Jersey Educational Facilities Authority hereby resolve as follows:

Section 1. Approval of Form of Third Modification of Lease. The Members of the Authority hereby approve the Third Modification of Lease substantially in the form attached hereto as Exhibit "A".

Section 2. Ratification of Current Office Lease and All Prior Action; Authorization of All Necessary Additional Action. The Members of the Authority hereby ratify and confirm the Current Office Lease and all action previously undertaken by the Authority's staff with respect to leasing of office space and negotiation of the Third Modification of Lease. The Executive Director and the Deputy Executive Director (the "Authorized Officers") are hereby authorized to execute and deliver the Third Modification of Lease in substantially the form attached hereto as Exhibit "A" with such changes, additions and modifications as the officer executing the same approves, such execution being conclusive evidence of the approval thereof. The Authorized Officers and the Controller are hereby authorized to take all action deemed necessary, appropriate or desirable to implement the Current Office Lease as modified by the Third Modification of Lease.

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

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

AYE: Vivian Altman
Roger B. Jacobs
Ridgeley Hutchinson
R. David Rousseau (represented by Nancy Style)
Edward J. Graham (represented by Kurt Landgraf)

NAY: None

ABSTAIN: None

ABSENT: None

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

THIRD MODIFICATION OF LEASE

THIS THIRD MODIFICATION OF LEASE, made this ___ day of _____, 2009, hereinafter "Third Modification" by and between 100 & RW CRA LLC, having an office at 2 Research Way, Princeton, New Jersey 08540, hereinafter referred to as "Landlord", and New Jersey Educational Facilities Authority, with an office currently located at 103 College Road East, Princeton, N.J. 08540, hereinafter referred to as "Tenant".

WHEREAS, Landlord is the present owner of a leasehold interest in certain land and fee owner of a building thereon, and commonly known as 103 College Road East, Township of Plainsboro, County of Middlesex, State of New Jersey, 10,120 rentable square feet, of which is currently occupied by Tenant pursuant to the Lease dated February 22, 1996 and the First Modification of Lease dated March 8, 2001 (the "First Modification") each by and between College Road Associates, Limited Partnership, as Landlord ("CRA") and Tenant as modified by a Second Modification of Lease dated May 21, 2003 (the "Second Modification") by and between 100 & RW CRA LLC, successor to CRA and Tenant (collectively referred to herein as the "Current Lease").

WHEREAS, 100 & RW CRA LLC is the present Landlord; and

WHEREAS, it is the mutual desire of the parties to further amend and modify the Current Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant covenant and agree to amend and modify the Current Lease as follows and the Current Lease hereinafter modified is referred to as "The Lease".

1. Items 4,5,6,7 and 8 of the Basic Lease Provisions are amended to read as follows:

- “4. **Basic Project Operating Expenses:** Those incurred in the Year 1996 for the original premises (5,292 rentable square feet in 103 College Road East) from July 1,1996 through April 16, 2001; those incurred in the Year 2001 from April 16, 2001 until the Second Modification Commencement Date; those incurred in the year 2003 from the Second Modification Commencement Date through December 31, 2009; and those incurred in the year 2010 from January 1, 2010 through December 31, 2016.
5. **Base Project Property Taxes:** Those incurred in the Year 1996 for the original premises (5,292 rentable square feet) from July 1,1996 through April 16, 2001; those incurred in the Year 2001 from April 16, 2001 until the Second Modification Commencement Date; those incurred in the year 2003 from the Second Modification Commencement Date through December 31, 2009; and those incurred in the year 2010 from January 1, 2010 through December 31, 2016.
6. **Basic Annual Rent:** \$71,442.00 from July 1,1996 to June 30,1997; and \$ 95,256.00 per annum, from July 1, 1997 through April 15, 2001; \$136,092.50 per annum from April 16, 2001 (5,292 sf x \$18.00 + 1,541 sf x \$26.50) until the Second Modification Commencement Date; \$258,060.00 per annum from the Second Modification Commencement Date through December 31, 2009(10,120 x \$ 25.50 psf); and \$227,700.00 per annum from January 1, 2010 through December 31, 2016 except that the Basic Annual Rent for the period from January 1, 2010 through December 31, 2010 shall be \$161,287.50 based on the first seven (7) months of the year 2010 being at only one-half the Basic Monthly Rent.
7. **Basic Monthly Rent:** \$ 5,953.50 from July 1, 1996 to June 30, 1997; and \$ 7,938.00 per month from July 1,1997 through April 15, 2001; \$11,341.04 per month from April 16, 2001 until the Second Modification Commencement Date; \$ 21,505.00 per month from the Second Modification Commencement Date through December 31, 2009; \$9,487.50 per month from January 1, 2010 through July 31, 2010; and \$18,975.00 per month from August 1, 2010 through December 31, 2016.”
8. **Term:** Initial Term: July 1, 1996 until the Second Modification Commencement Date; the term of the Second Modification shall be from the Second Modification Commencement Date through December 31, 2009; and the term of this Third Modification of Lease shall be from January 1, 2010 through December 31, 2016.”

2. **TENANT'S FIRST OPTION TO RENEW THIRD MODIFICATION**

Upon condition that Tenant is not in default in the payment of Basic Annual Rent, Additional Rent or other charge payable by Tenant under this Lease and not in default in the performance of any covenant or obligation to be performed by Tenant under this Lease, and upon Tenant's giving Landlord notice in writing in the manner prescribed in Article 24 hereof prior to six (6) years and three months after the commencement of this Third Modification. Clarify date of commencement of modification – why not January 1, 2010 Tenant shall have the option to renew and extend this Lease for a further term of five (5) years commencing the first day after seven (7) years from the Third Modification Commencement Date (what is the Third Modification Commencement Date?), pursuant and subject to all terms, covenants, provisions and conditions of this Lease as they may have been amended, including without limitation, the payment of all items of Additional Rent as provided hereunder, except that Basic Annual Rent will be based on 95% of the then prevailing fair market rent for office tenants in multi-story properties in the Princeton, New Jersey area.

3. **TENANT'S SECOND OPTION TO RENEW THIRD MODIFICATION**

Upon condition that Tenant is not in default in the payment of Basic Annual Rent, Additional Rent or other charge payable by Tenant under this Lease and not in default in the performance of any covenant or obligation to be performed by Tenant under this Lease, and upon Tenant's giving Landlord notice in writing in the manner prescribed in Article 24 hereof prior to four years and three months after the commencement of the 5 year extended term of the Lease pursuant to exercise of the First Option to Renew the Third Modification (the "First Extended Term" , Tenant shall have the option to renew and extend this Lease for a further term of five (5) years commencing the first day after five (5) years from the commencement of the First Extended Term pursuant and subject to all terms, covenants, provisions and conditions of this Lease as they may have been amended, including without limitation, the payment of all items of Additional Rent as provided hereunder, except that Basic Annual Rent will be based on 95% of the then prevailing fair market rent for comparable space within College Park at Princeton Forrestal Center.

4. **AMENDMENT OF PARAGRAPH 3.**

Paragraph 3 of the original Lease shall be modified by adding the following language at the end of Paragraph 3 (C).

"Notwithstanding anything to the contrary in this Paragraph:

(a) Project Operating Expenses shall be determined by deducting 100% of Tenant's direct electricity expense and janitorial expense and by deducting 100% of the direct electricity expense and janitorial expense of other tenants of the Project based on the actual occupancy of the Project or, if greater, on the assumption of at least 95% occupancy of the Project.

(a) Project Operating Expenses and Project Property Taxes will be aggregated in determining the amount of any Additional Rent under Paragraph 3 in order to account for any reduction in either.

(b) Any inspection fees levied by any municipal authority shall be paid by Landlord.

(c) Additional charges for trash removal shall be limited to extraordinary amounts of trash only.

5. **TENANT IMPROVEMENTS:**

- Landlord will build the following (according to the attached floor plan) and will assume

all costs and expenses.

1. Paint entire space occupied by Tenant. Landlord will take down pictures and move furniture at Landlord's cost. Work to be completed by August 2010.

Below work to be completed by January 4, 2010:

2. Replace carpet in entire reception/work area and corridors if cleaning carpet is not satisfactory to Tenant in Tenant's sole discretion.
3. Install lock keypad on rear door.
4. Install remote switch to unlock front door. Install bell (with on and off switch) as indicator of people entering office.
5. Structurally combine offices 115 & 116.
6. Tenant will have the choice of color for carpet and paint.
7. Landlord will make best efforts to work at times to achieve minimal disruption to Tenant's operations.

6. **ADDITIONAL LANDLORD WORK:**

Landlord to remodel Bathrooms with cleaning the tile walls, installing stainless steel sinks and granite countertops, installing new stainless steel partitions, refitting toilets with more powerful/automatic flushers, installing all new fixtures, e.g., towel dispensers, soap dispensers, toilet paper holders, inside door hooks, etc. Work to be completed by December 31, 2010.

7. **ARCHITECTURALS /PERMITS:**

All costs and expenses associated with architectural, space planning and permits in preparation for delivery of the Premises on a turn-key basis shall be borne solely by Landlord.

8. **PARKING:**

Tenant requires parking at a minimum five (5) cars per 1,000 rentable square feet. Parking shall remain free of charge throughout the Term, however extended.

9. **RIGHT OF FIRST REFUSAL – ADJACENT SPACE:**

WHEREAS, Therapedic Sleep Products, another tenant whose space is immediately adjacent to Tenant's Premises, occupies 2,379 rentable square feet on the same floor of the Building and their lease expiration date is March 31, 2011; Landlord grants Tenant a right of first refusal on such 2,379 rentable square feet such that if Landlord has a bonafide prospect for such additional space (including Therapedic Sleep Products themselves); Landlord shall notify Tenant of such prospect and all related proposed terms for leasing such space to such prospect; whereupon Tenant shall have the first right to lease such space under such same terms and conditions as are being proposed by such other prospective tenant., except that Tenant will have the right to request additional parking spaces. If Tenant fails to exercise such right of first refusal within ten (10) days of such notice, Tenant shall have forever waived such right.

10. **MISCELLANEOUS**

- (a) Landlord acknowledges that it is responsible for filing an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission ("ELEC"), pursuant to N.J.S.A. 19:44A-20.13 (P.L. 2005, c. 271, section 3) which requires such filing of any contracting party which receives compensation or fees in excess of \$50,000 or more in the aggregate from New Jersey public entities, such as the Authority. Failure to so file can result in the imposition of penalties by ELEC.. Information about this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
- (b) Landlord agrees that Tenant shall have the right to inspect Landlord's books and records upon request.

Tenant hereby renews its obligations to Landlord for the full, prompt and timely payment of all Basic Rent, Additional Rent and all other sums of money required to be paid by Tenant during the terms of said lease as herein modified, and for the full, prompt and timely performance, compliance and observance of all terms contained in said lease, as herein modified, subject to conditions set forth in the Lease.

Whenever the unmodified portions of the Current Lease affect, apply or refer to portions of the Current Lease herein modified, the unmodified portions are hereby made to effect, apply or refer to the modified portions with the same force and effect as if the Current Lease had been made by the parties hereto with the aforesaid modifications incorporated herein.

The provisions hereof shall enure to the benefit of and be binding upon the respective successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Landlord and Tenant have respectively caused their corporate seals to be hereunto affixed and these presents to be signed by their respective duly authorized officers, the day and year first written above.

100 & RW CRA
LLC

ATTEST: By: 100 & RW CRA Manager LLC,
its Member

By: _____

John Zirinsky
President

Name:

ATTEST: New Jersey Educational
Facilities Authority

By: _____

Name:

Name: _____
Title:

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES AUTHORITY
CONSENTING TO ENTRY BY FELICIAN COLLEGE OF LODI INTO A LINE OF
CREDIT AGREEMENT

WHEREAS, the New Jersey Educational Facilities Authority (the "Authority") was created as a public body corporate and politic of the State of New Jersey pursuant to the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented), *N.J.S.A. 18A:72A-I et seq.* (the "Act"); and

WHEREAS, on June 30, 2006, at the request of Felician College of Lodi (the "College"), the Authority issued its Revenue Refunding Bonds, Felician College Issue, 2006 Series I in the original principal amount of \$11,445,000 (the "Bonds"); and

WHEREAS, the Bonds were issued under and secured by a Trust Agreement dated as of June 30, 2006 (the "Trust Agreement") between the Authority and The Bank of New York (now known as The Bank of New York Mellon), as Trustee (the "Trustee"); and

WHEREAS, in connection with the issuance of the Bonds, the Authority and the College entered into a Loan Agreement dated as of June 30, 2006 (the "Loan Agreement") pursuant to which the Authority loaned the proceeds of the Bonds to the College and pursuant to which the College is obligated, among other things, to pay amounts sufficient to pay interest and principal on the Bonds in repayment of such loan, all as set forth in the Loan Agreement; and

WHEREAS, in connection with the issuance of the Bonds, the College entered into a swap agreement with North Fork Bank (now known as Capital One, N.A.), as swap provider (the "Swap Provider") pursuant to an ISDA Master Agreement dated June 23, 2006 and the schedules and confirmations related thereto (the "Swap Agreement"); and

WHEREAS, the Bonds were purchased by North Fork Bank (now known as Capital One, N.A.), a national banking association (the "Purchaser") pursuant to a Bond Purchase Agreement dated as of June 23, 2006; and

WHEREAS, the College entered into a Master Trust Indenture (the "Master Trust Indenture") and a First Supplemental Indenture to the Master Trust Indenture (the "First Supplemental Indenture", and together with the Master Trust Indenture, the "Master Indenture") each dated as of June 30, 2006, by and between the College and North Fork Bank (now known as Capital One, N.A.), as master trustee (the "Master Trustee"); and

WHEREAS, pursuant to the First Supplemental Indenture, the College issued (i) the 2006 Series A Note (the "2006 Series A Note") in favor of the Trustee to evidence the obligations of the College pursuant to the Loan Agreement with respect to the 2006 Bonds, (ii) the 2006 Series B Note (the "2006 Series B Note") in favor of the Purchaser to evidence the obligations of the College pursuant to the Revolving Line of Credit Agreement dated as of June 30, 2006 by and between the College and North Fork Bank

(now known as Capital One, N.A.) (the "Original Line of Credit"), and (iii) the Swap Agreement – 2006 Series I Bonds in favor of the Swap Provider to evidence the obligations of the College under the Swap Agreement (the "Swap Obligation"); and

WHEREAS, the 2006 Series B Note and the Original Line of Credit will, upon the execution of the Additional Line of Credit/Permanent Loan (as hereinafter defined), no longer be outstanding; and

WHEREAS, the 2006 Series A Note and the Swap Obligation (collectively, the "Outstanding Master Indenture Obligations") are secured on a parity basis under the Master Indenture by: (i) a mortgage on the College's Rutherford Campus (the "Mortgage"), (ii) a security agreement on certain other personal property of the College, and (iii) and an assignment of leases and rents made by the College in favor of the Master Trustee for the benefit of the holders of the Notes); and

WHEREAS, the College desires to enter into an additional line of credit, which will convert to a permanent loan, with The Provident Bank under the terms and conditions described in the Term Sheet from The Provident Bank dated April 22, 2009, as the same may amended, which is attached hereto as Exhibit A (the "Additional Line of Credit/Permanent Loan"); and

WHEREAS, the Additional Line of Credit will be secured by second lien on the College's Rutherford Campus pursuant to a second mortgage by the College in favor of The Provident Bank (the "Second Mortgage"); and

WHEREAS, the College has informed the Authority that it is entering the Additional Line of Credit/Permanent Loan to make funds available to pay construction costs for improvements/renovations to the College's Elliot Towers dormitory and Castle project but the College expects to receive pledges to provide for the costs of such improvements/renovations on a schedule which will allow the College to not draw on the Additional Line of Credit/Permanent Loan; and

WHEREAS, the College has informed the Authority that the Purchaser and the Swap Provider have consented to entry by the College into the Additional Line of Credit/Permanent Loan in accordance with the terms of a certain consent letter dated September 28, 2009, a copy of which is attached hereto Exhibit B (the "Consent Letter"); and

WHEREAS, pursuant to Section 4.2 of the Loan Agreement, the College has agreed that, so long as the Bonds are outstanding, the College will not incur any additional debt (whether or not related to the Bonds) without the prior written consent of the Authority; and

WHEREAS, the College has requested that the Authority consent to entry by the College into the Additional Line of Credit/Permanent Loan and the granting to The Provident Bank of the Second Mortgage; and

WHEREAS, the Authority has determined that it is in the best interest of the College and its students to consent to entry by the College into the Additional Line of Credit/Permanent Loan and the Second Mortgage.

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

Section 1. Consent to Entry Into the Additional Line of Credit/Permanent Loan.

The Authority, in accordance with the Trust Indenture and the Loan Agreement, hereby consents to entry by the College into the Additional Line of Credit/Permanent Loan and the Second Mortgage substantially under the terms and conditions set forth in Exhibit A with such changes therein as may be authorized by the Chair, Vice Chair, Executive Director, Deputy Executive Director, Director of Project Management, Secretary and any Assistant Secretary of the Authority (each an "Authorized Officer") with the advice of counsel to the Authority provided that the Purchaser and the Swap Provider consent to entry by the College into the Additional Line of Credit/Permanent Loan and the Second Mortgage.

Section 2. Prior Action Ratified; All Other Necessary Action Authorized.

Any and all prior actions taken by the Authority in connection with the entry by the College into the Additional Line of Credit/Permanent Loan and the Second Mortgage are hereby ratified and confirmed. The Authorized Officers, are each hereby authorized and directed to undertake any and all actions necessary to effect the consent of the Authority to entry by the College into the Additional Line of Credit/Permanent Loan and the Second Mortgage and to execute and deliver any other consents, agreements, documents, certificates, directions and notices as may be necessary, advisable, or appropriate to effect such consent and the taking of any such action, and the execution and delivery of each such consent, agreement, documents, certificates, directions and notices shall be conclusive evidence of the approval thereof by the Authorized Officer taking such action and of its necessity, advisability or appropriateness.

Section 3. Effective Date.

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

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

AYE: Vivian Altman
Roger B. Jacobs
Ridgeley Hutchinson
R. David Rousseau (represented by Nancy Style)
Edward J. Graham (represented by Kurt Landgraf)

NAY: None

ABSTAIN: None

ABSENT: None

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

Felician College Credit Agreement – 11/10/09



Ronald Romeo
 Vice President
 Middle Market Lending
 P 732-726-5546
 F 866-347-2236
 ronald.romeo@providentnj.com

April 22, 2009

Mr. Marc Chaffin,
 Felician College
 262 South Main Street
 Lodi, NJ 07644

Re: Term Sheet (This term sheet is for discussion purposes only and should not be construed as a commitment to lend.)

Dear Marc:

Thank you for the opportunity to consider the financing needs of Felician College. We appreciate the confidence you have shown in The Provident Bank and look forward to working with you. Below outlines the terms and conditions associated with your borrowing request. After you have had an opportunity to review this proposal please call me so we can discuss the specifics.

Borrower:	Felician College
Amount:	\$4,500,000. Advances limited to 75% of as complete appraisal of Rutherford property.
Purpose:	To finance improvements/renovations on the college's Elliot Towers dormitory and Castle project.
Type:	Construction Line of Credit/Term Loan
Term:	Eighteen months from closing for Construction Line of Credit. Upon completion of project and receipt of certificate of occupancy, outstanding balance to be converted into a Term Loan for up to five years. Amortization of Term Loan based on a five year schedule.
Rate:	A) Construction Line of Credit: Wall Street Journal Prime floating. Facility will have a floor of 4%. B) Term Loan: At the Borrower's discretion, either fixed or floating rate option. Floating Rate Option: Wall Street Journal Prime with a 4% floor. Fixed Rate Option: 6.25%
Collateral:	Second lien on Rutherford property.

1000 Woodbridge Center Drive
 Woodbridge, New Jersey 07095

Equal Opportunity Lender
 Equal Opportunity Employer
 Equal Housing Lender
 Member FDIC





Ronald Romeo
Vice President
Middle Market Lending
P 732-726-5546
F 866-347-2236
ronald.romeo@providentnj.com

- Guarantors: None
- Commitment Fee: \$11,250
- Repayment: - Construction Line: Advances under construction line of credit will be made monthly at borrower's request for work completed on project. Interest will be paid monthly based on outstanding principal balance and current interest rate.
- Term Loan: Principal and interest payable monthly based on outstanding loan balance.
All payments to be automatically debited from a Provident Bank depository account.
- Prepayment Premium: Construction Line of Credit: None
Term Loan: For fixed rate option. Three percent in year one, two percent in year two and one percent in year three. There will be no prepayment premium after year three. There will be no prepayment premium for floating rate option. There will be no prepayment premium for loan payments from internally generated funds/contributions.
- Covenants: Affirmative:
➤ Annual audited fiscal year end financial statements to be prepared by an independent certified public accounting firm acceptable to the Bank and to be submitted within 120 days of period end.
➤ Internally prepared six month financial statements to be submitted within 45 days of period end.
- Financial:
➤ A) Minimum Net Assets of \$30,000,000 commencing at 6/30/09.
➤ B) Borrower's EBITDA to cover annual debt service for term loan 1.30x. Measured annually.
- Other Conditions:
- Borrower to maintain meaningful deposit relationship with Provident Bank.
- Borrower to fund at least 30% of total project costs out of its own funds or through contributions.
- Plans and Costs Review will be required and to be reviewed by an outside firm at borrower's expense.

1000 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Equal Opportunity Lender
Equal Opportunity Employer
Equal Housing Lender
Member FDIC





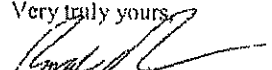
Ronald Romeo
Vice President
Middle Market Lending
P 732-726-5546
F 866-347-2236
ronald.romeo@providentnj.com

- Borrower to provide Bank with background of general contractor performing work on projects. Approval of general contractor by bank is required.
- Appraisal on Rutherford property to be completed at borrower's cost.
- Satisfactory Phase I on Rutherford property to be received at borrower's cost.
- Request for advances under construction line of credit to be reviewed by an outside engineer. This cost will be borne by the Borrower. This process takes approximately three business days.
- The Bank shall be represented by outside counsel, the cost of which shall be borne by the Borrower.
- All fees incurred by the Bank including but not limited to search, closing, filing shall be borne by the Borrower.

Marc, I believe the terms and conditions outlined above fairly represent our discussions and I hope the above proposal meets your expectations. If you would like to proceed with this transaction please sign this term sheet where indicated and forward it along with a \$2,500 good faith deposit to me at the above address. The good faith deposit will be used to defray the aforementioned costs regarding this loan. Should the Bank be unable to provide financing in form and substance as described above, the good faith deposit will be returned to you less any costs incurred by the Bank in underwriting this transaction. However, should the Bank deliver a commitment in form and substance described above, and you decide not to pursue the transaction the good faith deposit will be retained by the Bank. This term sheet will have an expiration date of April 30, 2009.

Thanks again for your confidence in The Provident Bank and I look forward to working with you.

Very truly yours,


Ronald Romeo
Vice President

Agreed to and accepted this 27 day of April, 2009.

By: Marc Chaffin
Marc Chaffin EVP for Administration and Finance

1000 Woodbridge Center Drive
Woodbridge, New Jersey 07095

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Capital One Bank
399 Thornall Street
Edison, NJ 08837

732.767.4100

September 28, 2009

Ron Romeo
The Provident Bank
1000 Woodbridge Center Drive
Woodbridge, New Jersey 07095

Sr. Theresa Mary Martin, President
Felician College of Lodi
262 South Main Street
Lodi, New Jersey 07644

Dear Mr. Romeo and Sr. Martin:

As you are aware, Felician College of Lodi ("College") and Capital One, N.A., as successor by merger with North Fork Bank ("Capital One") enter into a Master Trust Indenture dated as of June 30, 2006 (the "Master Trust Indenture"), as amended and supplemented by the First Supplemental Indenture dated as of June 30, 2006 (the "First Supplemental Indenture", and together with the Master Trust Indenture, the "Indenture"). In connection with the Indenture the College issued the 2006 Series A Note dated June 30, 2006 (the "2006 Series A Note") to evidence the obligations of the College arising pursuant to that certain Loan Agreement dated as of June 30, 2006 between the College and the New Jersey Educational Facilities Authority (the "Authority") whereby the Authority loaned to the College the proceeds of its Eleven Million Four Hundred Forty Five Thousand and 00/100 Dollars (\$11,445,000.00) Revenue Refunding Bonds, Felician College Issue, Series 2006 I. Pursuant to the First Supplemental Indenture, the College issued the 2006 Series B Note in the amount of One Million Six Hundred Fifty Thousand and 00/100 Dollars (\$1,650,000.00) (the "2006 Series B Note") to evidence the obligations of the College arising pursuant to that certain Revolving Line of Credit Agreement between the College and Capital One dated as of June 30, 2006. Pursuant to the First Supplemental Indenture, the College also entered into a certain SWAP Agreement (the "2006 Series I Bonds SWAP Agreement" and together with the 2006 Series A Note and the 2006 Series B Note, the "2006 Notes") to evidence the obligations of the College arising pursuant to an ISDA Master Agreement, Schedule and Confirmation between the College and Capital One each dated as of June 23, 2006.

September 28, 2009

Page 2

Pursuant to the Indenture, the 2006 Notes are each an "Obligation" thereunder and are secured in part pursuant the terms and conditions of that certain Mortgage and Security Agreement dated June 30, 2006 between the College and Capital One which was recorded with the Bergen County Clerk on July 13, 2006 in Book 16129, Page 772. (the "Mortgage").

The purpose of this letter is to acknowledge the College's intent to terminate the 2006 Series B Note and for Capital One to provide a consent for the College to enter into a Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) construction loan facility with The Provident Bank (the "Construction Loan") to be secured by a second mortgage (the "Second Mortgage") on the "Property" as such term is defined in the Mortgage, subordinated in full to the security interests of Capital One in connection with each Obligation.

Notwithstanding anything to the contrary set forth in the Indenture and the Mortgage, Capital One hereby consents to the Construction Loan by The Provident Bank and the Second Mortgage issued in connection therewith, subject to the following terms and conditions:

1. By acknowledging this letter, the College hereby terminates the Revolving Line of Credit Agreement and the 2006 Series B Note issued in connection therewith.
2. The Provident Bank shall deliver to Capital One upon its acknowledgement of this letter, a copy of the current appraisal it received with respect to the Property.
3. The Second Mortgage shall not exceed Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) and shall be fully subordinated to the remaining Obligations under the Mortgage.
4. The Second Mortgage shall only secure the obligations of the College in connection with the Construction Loan and shall not secure any other loans made by The Provident Bank to the College.
5. The Provident Bank shall promptly notify Capital One in writing in the event: (i) The Provident Bank declares the College to be in default in connection with the Construction Loan, or (ii) The Provident Bank issues a reservation of rights letter to the College in connection with the Construction Loan.

Capital One's consent to the matters set forth in this letter is strictly conditioned upon the acknowledgement and acceptance by the College and The Provident Bank to the conditions set forth above.

September 28, 2009

Page 3

By signing below, you represent that you have the authority to do so on behalf of the College or The Provident Bank, as the case may be.

Very truly yours,

Capital One, N.A.

By: 

Name: Jeffrey Martorana

Title: Vice President

Acknowledgement:

Agreed and Accepted to this
____ day of _____, 2009

The Provident Bank

By: _____
Ron Romeo

Agreed and Accepted to this
____ day of _____, 2009

Felician College of Lodi

By: _____
Sr. Theresa Mary Martin, President

RESOLUTION OF THE NEW JERSEY EDUCATIONAL FACILITIES
AUTHORITY AUTHORIZING ENTRY INTO ONE OR MORE SOLAR
ENERGY AGREEMENTS FOR PROVISION OF SERVICES AT THE
WILLIAM PATERSON UNIVERSITY OF NEW JERSEY

WHEREAS, the New Jersey Educational Facilities Authority (the "Authority") is a public body corporate and politic of the State of New Jersey pursuant to the New Jersey Educational Facilities Authority Law (being Chapter 72A of Title 18A of the New Jersey Statutes, as amended and supplemented), N.J.S.A. 18A:72A-1 et seq. (the "Act"); and

WHEREAS, as authorized pursuant to the Act, the Authority issued its Revenue Bonds, The William Paterson College of New Jersey Issue, Series 1976 A (the "1976 Bonds"), its Revenue Bonds, the William Paterson University of New Jersey Issue, Series 2002 E (the "2002 E"), and its Revenue Bonds, The William Paterson University of New Jersey Issue, Series 2005 E (the "2005 Bonds" and together with the 1976 Bonds and the 2002 E Bonds, the "Bonds") to finance and refinance certain facilities (the "Financed Facilities") for The William Paterson University of New Jersey (the "University"); and

WHEREAS, the Authority has title to the Financed Facilities and leases such facilities to the University pursuant to the Lease and Agreement dated as of May 1, 1972 as amended as of April 1, 1976 (the "1976 Lease"); the Lease and Agreement dated as of February 1, 1981, as amended as of June 1, 1985, as further amended as of November 1, 1991, as amended and restated as of April 1, 1998, as supplemented and restated as of June 15, 1999, as supplemented and restated as of July 1, 2000, as supplemented and restated as of July 1, 2002, as supplemented and restated as of January 1, 2004 (the "2002 Lease"); and the Lease and Agreement dated as of November 1, 2005 (the "2005 Lease" and together with the 1976 Lease and the 2002 Lease, the "Leases") each by and between the Authority as Lessor and the University as Lessee; and

WHEREAS, the 1976 Lease, the 2002 Lease and the 2005 Lease secure the repayment by the University of the 1976 Bonds, the 2002 Bonds and the 2005 Bonds, respectively; and

WHEREAS, the Financed Facilities include the University's Student Center (the "Student Center") and Wayne Hall ("Wayne Hall"); and

WHEREAS, the University wishes to provide electricity for the Student Center and Wayne Hall through solar power pursuant to one or more Solar Energy Agreements with Nautilus Solar WPU, LLC (the "Provider"); and

WHEREAS, in order to provide electricity it is necessary for the Provider to construct, install, operate, maintain, replace and repair solar power facilities (the "System") on the Student Center, Wayne Hall and certain other real estate (collectively referred herein as the "Installation Sites"); and

WHEREAS, the University has requested the Authority, as Lessor under the Leases to consent to entry by the University into one or more Solar Energy Agreements and to grant the Provider the right to enter the Installation Sites for the purpose of constructing, installing, operating, maintaining, replacing and repairing the System pursuant to the Solar Power Agreement or Agreements; and

WHEREAS, the University has advised the Authority that utilization of solar energy pursuant to such Solar Energy Agreement or Agreements is expected to result in a reduction of operating costs for the University; and

WHEREAS, the Authority has determined that it is advisable to consent to entry by the University into one or more Solar Energy Agreements and to grant the Provider the right to enter the Installation Sites in order to construct, install, operate, maintain, replace and repair the "System";

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

Section 1. Approval of One or More Solar Energy Agreements.

The Authority hereby approves one or more Solar Energy Agreements substantially in the form attached to this Resolution as Exhibit "A" and an Acknowledgement and Consent with respect to each Solar Energy Agreement entered (the "Acknowledgement") substantially in the form attached to this Resolution as Exhibit "B", and hereby authorizes and directs the Chair, Vice Chair, Executive Director, Deputy Executive Director, Director of Project Management, Secretary or any Assistant Secretary of the Authority (each an "Authorized Officer") to execute and deliver an Acknowledgement with respect to each Solar Energy Agreement with such changes to the applicable Solar Energy Agreement and Acknowledgement as shall be approved by an Authorized Officer with the advice of bond counsel, if necessary, and the Attorney General of the State, such execution and delivery to be deemed conclusive evidence of the approval thereof.. The Authority hereby authorizes and directs the Authorized Officers to execute and deliver an easement granting the Provider the right to enter the Installation Sites for the purpose of constructing, installing, operating, maintaining, replacing and repairing the System substantially having terms and conditions set forth in the form of Solar Energy Agreement attached hereto as Exhibit "A" with such changes as are approved by the Authorized Officer executing the same, such execution to be conclusive evidence of such approval.

Section 2. Prior Actions Ratified; All Other Necessary Action Authorized.

Any and all prior actions taken by the Authority in connection with the entry by the University into the Solar Energy Agreement or Solar Energy Agreements and the execution and delivery of the Acknowledgement and any easement are hereby ratified and confirmed. The Authorized Officers, are each hereby authorized and directed to undertake any and all actions necessary to effect execution, delivery and performance of the Solar Power Agreement or Solar Power Agreements by the University and execution, delivery and performance of each applicable Acknowledgment by the Authority and any easement and to execute and deliver any other consents, agreements, documents, certificates, directions, amendments and notices

as may be necessary, advisable, or appropriate to effect action and the taking of any such action, and the execution and delivery of each such consent, agreement, documents, certificates, directions and notices shall be conclusive evidence of the approval thereof by the Authorized Officer taking such action and of its necessity, advisability or appropriateness.

Section 3. Effective Date.

This Resolution shall take effect in accordance with the provisions of the N.J.S.A. 18A:72A-4(i).

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

AYE: Vivian Altman
Roger B. Jacobs
Ridgeley Hutchinson
R. David Rousseau (represented by Nancy Style)
Edward J. Graham (represented by Kurt Landgraf)

NAY: None

ABSTAIN: None

ABSENT: None

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

ACKNOWLEDGEMENT AND CONSENT

This ACKNOWLEDGEMENT AND CONSENT (this "Acknowledgement") is made as of this _____ day of _____, 2009, by the New Jersey Educational Facilities Authority (the "Owner") for the benefit of NAUTILUS SOLAR WPU, LLC (the "System Owner").

WHEREAS, the Owner has assisted William Paterson University (the "Borrower") in financing a portion of the Premises on which the System (as each such term is defined the SEA defined herein (collectively referred to as the "Installation Site") through issuance of its Revenue Bonds, The William Paterson College of New Jersey Issue, Series 1976 A (the "1976 Bonds"), its Revenue Bonds, the William Paterson University of New Jersey Issue, Series 2002 E (the "2002 E"), and its Revenue Refunding Bonds, The William Paterson University of New Jersey Issue, Series 2005 E (the "2005 Bonds" and together with the 1976 Bonds and the 2002 E Bonds, the "Bonds")

WHEREAS, the Installation Site is owned by the Owner and leased to the Borrower pursuant to the Lease and Agreement dated as of May 1, 1972 as amended as of April 1, 1976 (the "1976 Lease") and the Lease and Agreement dated as of February 1, 1981, as amended as of June 1, 1985 as further amended as of November 1, 1991 as amended and restated as of April 1, 1998 as supplemented and restated as of June 15, 1999, as supplemented and restated as of July 1, 2000 as supplemented and restated as of July 1, 2002 (the "2002 Lease") and the Lease and Agreement dated as of November 1, 2005 (the "2005 Lease") each by and between the Owner as Lessor and the Borrower as Lessee; and

WHEREAS, the 1976 Lease, the 2002 Lease and the 2005 Lease secure the repayment by the Borrower of the 1976 Bonds, the 2002 Bonds and the 2005 Bonds, respectively; and

WHEREAS, the Borrower expects to enter into that certain Solar Energy Agreement dated as of [_____] ,2009 with the System Owner (the "SEA"), a copy of which is attached

thereto as Exhibit A and made a part hereof by this reference, for the Borrower to provide the System Owner a non-exclusive license (the "License") to access and occupy a portion of the roof at the Borrower's premises for the purposes of constructing, installing, operating, maintaining, replacing, and repairing a solar energy system (the "System") to increase the Borrower's use of "clean" and renewable electric generating resources at the Premises; and

WHEREAS, it is a condition precedent to the commencement of System Owner's obligation to install and operate the System for the benefit of the Borrower pursuant to the SEA that the Owner execute and deliver this Acknowledgement. Accordingly, to induce System Owner to install the System for the benefit of the Borrower and to encourage the use of renewable electric generating resources at the Premises, the Owner acknowledges and agrees as follows:

1. The Owner hereby consents to entry by the Borrower into the SEA acknowledges that title to the System is and shall remain in System Owner, notwithstanding anything to the contrary in the Leases.

2. The Owner hereby acknowledges that it has and shall have no right to assert any lien, claim or interest against, to or in the System.

3. The Owner hereby acknowledges that, upon execution and delivery of this Acknowledgement and Consent the Borrower will not be in default under any of the Leases.

4. The Owner hereby acknowledges that performance of the SEA by the Borrower insofar as the Premises are affected thereby does not violate any term or condition of the Leases. .

5. The Owner hereby acknowledges that the System Owner may remove the System under the terms and conditions set forth in the SEA.

6. This Acknowledgement shall be construed in accordance with and governed by the laws of the State of New Jersey.

7. This Acknowledgement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. If any term or provision of this Acknowledgement shall be determined to be illegal or unenforceable, all other terms and provisions hereof shall nevertheless remain effective and shall be enforced to the fullest extent permitted by law.

9. This Acknowledgement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute but one instrument.

IN WITNESS WHEREOF, the undersigned executed this Acknowledgement as Of the day and year first above written.

ACCEPTED BY:
[NAUTILUS ENTITY]

By:
Name:
Title:

OWNER
By:
Name:
Title: